



Town of Amherst  
Regular Council Meeting  
Agenda

Date: **Monday, March 24, 2025**  
Time: **6:00 pm**  
Location: **Council Chambers, Town Hall**

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	Pages
<b>1. CALL TO ORDER</b>	
<b>2. TERRITORIAL ACKNOWLEDGMENT</b>	
<p>“I would like to acknowledge that our gathering today is taking place in (MEEG-MA-GEE), the traditional, unceded and ancestral territory of the Mi’kmaw people. I would also like to acknowledge that Nova Scotia has another unique people. These are the Indigenous Blacks of Nova Scotia whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people.”</p>	
<b>3. APPROVAL OF AGENDA / ACCEPTANCE OF MINUTES</b>	
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6.3	Northern Region Solid Waste Management - Furlong	197 - 197
6.4	L. A. Animal Shelter - Davidson	198 - 198

## 7. ADJOURNMENT

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** February 24, 2025  
**Time:** 6:00 pm  
**Location:** Council Chambers, Town Hall

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

**Staff Present** Jason MacDonald, Chief Administrative Officer  
Aaron Bourgeois, Director, Operations  
Andrew Fisher, Director, Planning & Economic Development  
Dwayne Pike, Chief, Police Services  
Greg Jones, Director, Fire Services  
Kim Jones, Deputy Chief Administrative Officer  
Krista Crossman, Director, Human Resources  
Sarah Wilson, Director, Finance  
Sharon Bristol, Director, Community Living  
Sean Payne, Corporate Communications Officer  
Natalie LeBlanc, Municipal Clerk  
Cindy Brown, Administrative Assistant

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**1. CALL TO ORDER**

Mayor Small called the meeting to order.

**2. TERRITORIAL ACKNOWLEDGMENT**

Mayor Small gave the Territorial Acknowledgement.

**3. APPROVAL OF AGENDA/ACCEPTANCE OF MINUTES**

**3.1 Approval of the Agenda**

Moved By Councillor McManaman  
Seconded By Deputy Mayor Davidson  
To approve the agenda as circulated.

**Motion Carried**

**3.2 Acceptance of Minutes**

**3.2.1 January 27, 2025 Regular Meeting**

Mayor Small called for any errors or omissions in the minutes. There being none, the minutes of the January 27, 2025 regular meeting of Council were approved as included in the agenda package.

**3.2.2 February 12, 2025 Public Hearing**

Mayor Small called for any errors or omissions in the minutes. There being none, the minutes of the February 12, 2025 Public Hearing were approved as included in the agenda package.

**4. REQUESTS FOR DECISION**

**4.1 Sidewalk Curb Construction Policy**

Moved By Councillor Wells  
Seconded By Councillor Furlong  
That Council approve the amendments to the Sidewalk and Curb Construction Policy.

**Motion Carried**

**TITLE:                               SIDEWALK / CURB CONSTRUCTION POLICY**  
**SECTION:                         ENGINEERING & PUBLIC WORKS**  
**POLICY NO.:                     31600-18**

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

**PURPOSE:**

The purpose of this policy is to define materials to be used for sidewalk and curb construction or maintenance.

**POLICY STATEMENT:**

Sidewalk construction is an important part of the Town of Amherst infrastructure. **The following will be used by staff when developing plans for sidewalk and curb reconstruction or construction.** ~~Materials used in the construction of all new sidewalks in the Town of Amherst will be recommended by staff, and reviewed and approved by Amherst Town Council during the capital budget process.~~

1.     **New Sidewalk Construction**  
Materials used in the construction of all new sidewalks in the Town of Amherst will be **concrete and include the installation of tactile warning indicator plates as needed.** ~~Other construction materials may be~~ recommended by staff and reviewed and approved by Amherst Town Council during the capital budget process.
  
2.     **Repair of Existing Sidewalks**  
Existing concrete, asphalt or interlocking brick paver sidewalks will be repaired using the same materials used in the original construction.  
  
~~Construction material for replacement of entire sections of sidewalks (i.e. between two parallel streets) shall be at the discretion of Council.~~
  
3.     **Reconstruction of Existing Sidewalks**  
**When entire sections of existing concrete, asphalt or interlocking brick paver sidewalks are replaced the material used for reconstruction shall be concrete and include the installation of tactile warning indicator plates as needed**
  
- ~~4.~~ 3.   **New Curbs**  
All new curbs will be concrete with barrier curbs required on arterial streets to provide safety relative to higher speed traffic. Roll over curbs will be installed on local and collector streets except at tee intersections and sharp corners where barrier curbs will be used to reduce the possibility of vehicles sliding into the sidewalk.

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
Director of Operations	Ensure policy is reviewed on a regular basis to determine if any updates / changes are required.

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
<b>Amended policy language; brick pavers will be replaced with concrete when reconstructing downtown sidewalks</b>	Director of Operations, Bourgeois	Council	

Minutes Reference Dates:   25 June 2007                               29 June 2010

**4.2 Appointment of Members of Council to External Boards, Committees and Commissions Policy**

**Moved By Councillor Ripley**

**Seconded By Councillor Wells**

**That Council approve the proposed amendments to the Appointment of Members of Council to External Boards, Committee & Commissions Policy Appendix A.**

**Motion Carried**

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**TITLE: APPOINTMENT OF MEMBERS OF COUNCIL TO EXTERNAL BOARDS, COMMITTEES AND COMMISSIONS**  
**SECTION: EXECUTIVE OPERATIONS**  
**POLICY NO: 10350-28**

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**APPROVAL DATE: June 24, 2024      CAO Signature: \_\_\_\_\_**

**Short Title**

1. This Policy may be known as the *Appointments of Members of Council to External Bodies Policy*.

**Purposes**

2. The purposes of this Policy are to determine:
  - (a) when Council may appoint or decline appointment of Members to external bodies;
  - (b) the reporting requirements regarding other bodies on which Members may choose to serve without the appointment of Council.

**Interpretation**

3. In this Policy:
  - (a) "CAO" means the Chief Administrative Officer of the Municipality;
  - (b) "Clerk" means the Clerk of the Municipality, and includes a person acting under the direction or supervision of the Clerk;
  - (c) "Council" means the Council of the Town;
  - (d) "External body" means any board, commission, committee, body or local authority of any kind established to exercise or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes of a municipality or parts thereof or of two or more municipalities or parts thereof, or to which a municipality or municipalities are required to provide funds.
  - (e) "Member" means a member of Council, including the Mayor; and
  - (f) "Municipality" means the Town of Amherst.

**Roles and Responsibilities**

4.
  - (a) Only Council may appoint Members to external bodies.
  - (b) Any appointment by Council of Members to external bodies shall be made pursuant to section 8 of this Policy.
5. Council shall only make appointments to external bodies after having received and considered the terms of reference from external bodies.
6. The Clerk shall keep a list of the appointments of Members to external bodies made by Council, known as Appendix A.

**External Bodies**

7. Council shall not be bound by the by-laws or articles of incorporation adopted by an external body providing for the appointment of a Member to such body.

**Council Appointments to External Bodies**

8.
  - (1) Council may appoint Members to external bodies as required by enactment, by-law or agreement:
    - (a) in accordance with any enactment of the Government of Canada or Province of Nova Scotia;
    - (b) in accordance with the By-laws of the Municipality or an agreement to which the Municipality is a party; or
    - (c) as otherwise directed by Council.
  - (2) Council may appoint Members to bodies, including external bodies, which in the opinion of Council are community organizations providing a service to the community and which:
    - a. the Municipality is providing funding; and/or
    - b. where Council determines that municipal involvement is required or beneficial.

(3) An external body Council considers meets the purpose of subsection 1 or 2 of this section shall be named in Appendix A. Council may amend Appendix A to add or remove the name of an external body.

(4) Reporting

Councillors appointed to external bodies will submit a report to regular Council meetings. Information that generally should be included in the report includes:

- a. Governance issues;
- b. Financial issues;
- c. Requests to Council; and
- d. Service delivery capacity.

These reports are intended to provide important information to Council regarding the operation of the external body and are not intended to be a medium to promote issues / events to the general public.

**External Bodies Without Council Appointment**

9. (1) A Member who sits on a body that has not been appointed to such body by Council shall advise the Clerk of the name of the body on which he or she sits.

(2) The Clerk shall retain a list of the names of the bodies provided by the Members pursuant to subsection 1 of this section and the list shall indicate the name of the Member and the name of the body provided.

(3) The Clerk shall retain the list created pursuant to subsection 2 of this section in the Office of the Municipal Clerk as a public record.

(4) The Clerk shall provide the list annually to the Members for their review and the Members shall advise the Clerk of any errors or omissions on such list.

**Conflict of Interest**

10. (1) All members of Council are encouraged to consider the Municipal Conflict of Interest Act in all matters that come before them in their duties as a public representative on any group in which they serve in a capacity other than formally appointed by Council.

(2) If you feel you are in a position where you may be in a direct, indirect or even perceived conflict you should:

- As soon as practicable after the commencement of the meeting disclose the interest and the general nature thereof; then withdraw from his/her place as a member and
- In the case of a closed meeting, leave the room in which meeting is held for the duration of the consideration of the matter, and
- In the case of a meeting that is open to the public, leave his/her seat and take a seat in the public gallery until the matter is concluded.

(3) When in doubt, Councillors are encouraged to err on the side of caution and declare a conflict.

**Appendices**

11. Any Appendix attached to this Policy shall form part of the Policy.

- Appendix A – External Bodies to which Members are appointed pursuant to section 8

**Appendix A  
External Bodies to which Members  
are appointed pursuant to Section 8**

<b>Board, Committee or Commission</b>	<b>Members Appointed</b>	<b>Act, Legislation, By-Law, Agreement or Membership</b>
Cumberland Public Libraries Board	1 Member appointed	By-laws of Board
Regional Emergency Management	2 Members appointed	Intermunicipal Agreement
Northern Region Solid Waste	1 Member appointed	Intermunicipal Agreement
Cumberland YMCA	1 Member appointed	Contribution Agreement

LA Animal Shelter	1 Member appointed	<del>Contribution Agreement</del> <b>Capital Funding</b>
<del>Cornerstone Board of Directors</del>	<del>1 Member appointed</del>	<del>Contribution Agreement</del>
Municipal Alcohol Project	1 Member appointed	By Request of Organization
Senior Safety Advisory Committee	1 Member appointed	By Request of Organization
<b>GFL Community Liaison Committee</b>	<b>1 Member appointed</b>	<b>Residential Three Stream Solid Waste Collection Agreement</b>

**ROLES AND RESPONSIBILITIES**

<b>Title/Role</b>	<b>Responsibilities</b>
<b>Council</b>	Appoint members to external boards, committees and commissions. Notify Clerk of any boards, committees or commissions to which they are members of without Council appointment
<b>Clerk</b>	Ensure Appendix A of this policy, as well as the list of boards, committees and commissions council are members of without Council appointment, is kept up to date.

For Administrative Use Only:

**VERSION LOG**

<b>Amendment Description</b>	<b>Policy Owner</b>	<b>Approved By</b>	<b>Approval Date</b>
<b>Amend Appendix A to reflect current Council appointments</b>	Clerk, LeBlanc		
<b>Include a provision that states: The report should include any matters that affect the organizations governance, financial structure, or service delivery capacity, remove Appendix B and C.</b>	Clerk, LeBlanc	Council	June 24, 2024

Minutes reference date: February 26, 2018      February 22, 2021      April 25, 2022      June 24, 2024

**4.3 96 Church Street Development Agreement Second Reading**

**Moved By Councillor Chambers**

**Seconded By Councillor McManaman**

**That Council give Second and final Reading to the Development Agreement for 96 Church Street to permit the conversion of a dwelling located at 96 Church Street into a 6-unit apartment building with a detached garden suite.**

**Motion Carried**

Case No: DA-2025-XX

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2025.

Between:

**Six Point Start Homes** (owner of property located at 96 Church Street [PID 25013814], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP-9 of the Municipal Planning Strategy of the Town of Amherst, to add three additional units, including one garden suite located at 96 Church Street (PID 25013814).

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

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_ Day of \_\_\_\_\_2025, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

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

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

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

**SIGNED AND DELIVERED**

In the presence of

**THE TOWN OF AMHERST**

\_\_\_\_\_  
Rob Small, Mayor

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

**FOR THE OWNER**

\_\_\_\_\_  
Tom Mattinson  
Six Point Star Homes

## Schedule A

## 96 Church Street, PID 25013814- Development Agreement

### Terms and Conditions:

#### 1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the property shall be limited to a six (6) unit dwelling and one Garden Suite for a total of seven (7) dwelling units on property shown on Schedule 'B'.
- 1.2 The location of the main building. Garden suite, driveway, parking area shall be generally configured on the Lands as shown on Schedule 'C'. Variations to the location of any parts of the site plan may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.3 A minimum of 1.48 parking spaces shall be provided for each dwelling unit for a total of 10 spaces on the Lands and shall be generally configured as shown on Schedule 'C'.
- 1.4 The Owner shall be responsible for maintaining a screened solid waste containment area(s) at minimum six (6) metres from the rear property line of adjacent properties.

#### 2. GENERAL REQUIREMENTS

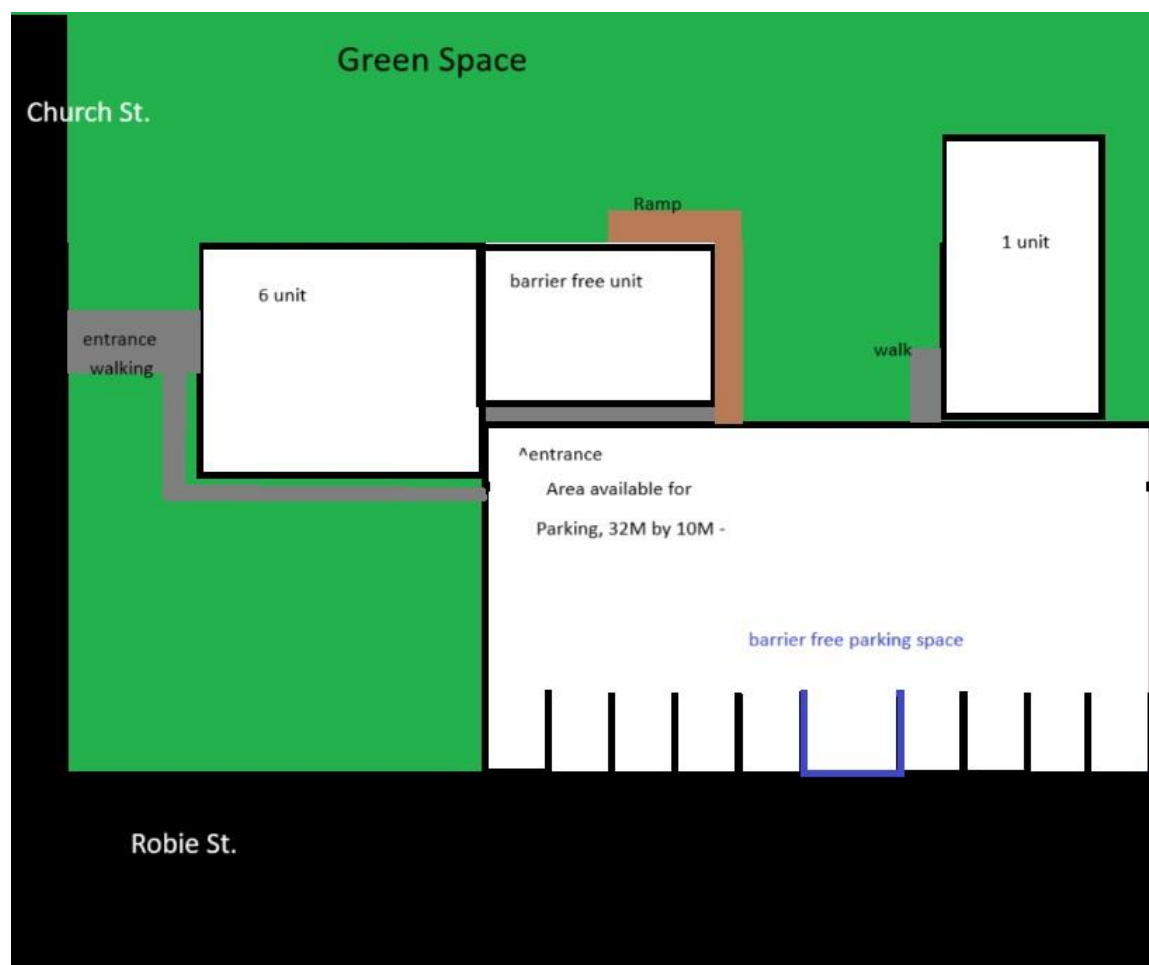
- 2.1 The Owner shall keep the Lands and buildings and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 In addition to *Part 5 – Hours of Construction* under the Town of Amherst Building Bylaw D-6, operation of heavy equipment and electrical generators shall not take place on the property from 8:00 P.M. to 7:00 A.M.
- 2.3 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 2.4 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.5 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.
- 2.6 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste, and taking all reasonable measures to minimize dust.
- 2.7 Accessory buildings may be permitted on the Lands in accordance with the Town of Amherst Land Use Bylaw.

## Schedule B

### Location Map



## Schedule C Site Plan



### 5. INTERNAL COMMITTEE REPORTS

- 5.1 **Planning Advisory Committee - Ripley**  
Information item only; no direction given or action required.
- 5.2 **Amherst Board of Police Commissioners - Chambers**  
Information item only; no direction given or action required.
- 5.3 **Amherst Youth Town Council**  
Information item; no direction given or action required.
- 5.4 **Inclusion Diversity and Equity Committee - Davidson**  
Information item; no direction given or action required.

### 6. EXTERNAL COMMITTEE REPORTS

- 6.1 **Cumberland YMCA - Chambers**  
Information item; no direction given or action required.
- 6.2 **Northern Region Solid Waste Management - Furlong**  
Information item; no direction given or action required.
- 6.3 **L. A. Animal Shelter - Davidson**  
Information item; no direction given or action required.

### 7. ADJOURNMENT

There being no further business, the Chair adjourned the meeting.

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Natalie LeBlanc  
Municipal Clerk

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Robert Small  
Mayor

# SYNOPSIS

## ACCESSIBILITY, INCLUSION, DIVERSITY AND EQUITY (AIDE) STRATEGIC PLAN

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As articulated in the last decision, the Town is combining our Accessibility Strategic Plan our Inclusion, Diversity and Equity Strategic Plan as both plans are required to be updated and approved by Council and forwarded to the Province by April 1, 2025.

Staff have been working on the development of the joint Accessibility, Inclusion, Diversity and Equity Strategic Plan since May 2024. A joint social equity workshop was held in May of 2024 where mutual concerns were expressed for underserved and underrepresented groups. Since that time staff have attended several workshops, zoom calls and a provincial conference in November to inform on best practices when developing the new joint plans. Both committees and the public have been actively involved in community outreach to gather information to formulate the new Strategic Plan, its goals and objectives. The existing Strategic Plans have been reviewed, successes articulated and advice given on what is still required. Staff have been seeking collaboration from community allies and members of the public which has allowed us to inform on the future plan for our community.

The community, through the AIDE Committee, will have continued input into the development of policy and procedures related to Accessibility, Inclusion, Diversity and Equity.

### **MOTION:**

**That Council approve the 2025 Accessibility, Inclusion, Diversity and Equity (AIDE) Strategic Plan.**



**AMHERST TOWN COUNCIL**

**RFD# 2025021**

**Date: March 24, 2025**

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**TO:** Mayor Rob Small and Members of Council

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

**DATE:** March 24, 2025

**SUBJECT:** Accessibility, Inclusion, Diversity, and Equity Strategic Plan

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**ORIGIN:** The Town of Amherst is required to update its Accessibility and Inclusion, Diversity and Equity Strategic Plan by April 1, 2025.

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

**RECOMMENDATION:** That Council approve the 2025 Accessibility, Inclusion, Diversity and Equity (AIDE) Strategic Plan.

**BACKGROUND:** Municipalities and other prescribed public sector bodies, through the Accessibility Act of NS 2017 and the NS Dismantling Racism and Hate Act 2022 are required to develop and update their strategic plans by April 1, 2025. The Town of Amherst approved an Accessibility Strategic Plan in 2022 and the Inclusion, Diversity and Equity Strategic Plan in 2023. Both plans are required to be updated and approved by Council and forwarded to the Province by April 1, 2025.

**DISCUSSION:** Staff have been working on the development of the joint Accessibility, Inclusion, Diversity and Equity Strategic Plan since May 2024. A joint social equity workshop was held in May of 2024 where mutual concerns were expressed for underserved and underrepresented groups. Since that time staff have attended several workshops, zoom calls and a provincial conference in November to inform on best practices when developing the new joint plans. Both committees and the public have been actively involved in community outreach to gather information to formulate the new Strategic Plan, its goals and objectives. The existing Strategic Plans have been reviewed, successes articulated and advice given on what is still required. Staff have been seeking collaboration from community allies and members of the public which has allowed us to inform on the future plan for our community.

**FINANCIAL IMPLICATIONS:** None.

**SOCIAL JUSTICE IMPLICATIONS:** The community, through the AIDE Committee, will have continued input into the development of policy and procedures related to Accessibility, Inclusion, Diversity and Equity.





**AMHERST TOWN COUNCIL**

**RFD# 2025021**

**Date: March 24, 2025**

**ENVIRONMENTAL IMPLICATIONS:** None with approving the new combined Strategic Plan.

**COMMUNITY ENGAGEMENT:** Continued engagement with our community at large to ensure everyone has input into AIDE practises conducted in the town.

**ALTERNATIVES:**

- 1 Send back to committee for further assessment
- 2 Defer to next month

Neither of these alternatives are being recommended as the new Plan has to be submitted to the Province by April 1<sup>st</sup>.

**ATTACHMENTS:** AIDE Strategic Plan 2025

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Report prepared by: Sharon Bristol  
Report and Financial approved by:





# Accessibility, Inclusion, Diversity & Equity, (A.I.D.E) Strategic Plan



2025-2030



# Land Acknowledgement

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We acknowledge that we are in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq People.

We celebrate 400+ years of African Nova Scotian descent.

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

We are committed to equity, fairness and dignity for all.

# Mayor's Message

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On behalf of the Town of Amherst, I am proud to introduce our newly combined Accessibility, Inclusion, Diversity & Equity, (AIDE) Plan. This plan reflects our unwavering commitment to building a community where every resident, visitor, and business feels valued, respected, and empowered to participate fully in all aspects of town life.

Previously, our Inclusion, Diversity, and Equity Plan and our Accessibility Plan were separate documents. By bringing them together, we recognize that the principles of IDE and accessibility are deeply connected – ensuring that Amherst is not only welcoming but also designed and structured to allow everyone to thrive.

This plan outlines our vision, goals, and concrete actions to create a more inclusive and accessible Amherst. It is the result of meaningful engagement with our community and a shared commitment from Council, staff, and residents to foster a town where barriers are removed, voices are heard, and diversity is celebrated.

As we move forward, we acknowledge that this work is ongoing. Inclusion, diversity, equity, and accessibility are not just policies but principles that must guide our everyday decisions and interactions. I invite each of you to join us in making Amherst a place where everyone belongs.

Sincerely,  
Rob Small  
Mayor, Town of Amherst



# Purpose

Amherst is becoming an increasingly diverse population which shapes and enriches the town. As we welcome all, we need to acknowledge that there are many forms of discrimination that can affect one's ability to participate in our community, from generations of systemic racism to facing physical barriers when trying to access our programs and services.

The Town of Amherst, in partnership with other levels of government and community organizations have a pivotal role to play in eliminating inequalities and systemic racism in order to create a welcoming and inclusive community.

This Accessibility, Inclusion, Diversity & Equity Plan (AIDE) outlines our vision and goals over the next three years and will guide our work to bring equity, accessibility and anti-racism to the forefront of the town's decision-making process to strengthen the health and wellbeing of Amherst.



# Vision

The Town of Amherst's vision is to be a healthy, prosperous, inclusive and environmentally sustainable community in which people of all ages, abilities, genders and cultures are engaged and proud to live, work and play.

We are committed to ensuring that all citizens have the opportunity to contribute and be valued. We believe in supporting diversity, inclusion and dignity for all citizens of our community.

We further seek to understand how we can be more responsive to the needs of the underrepresented groups of our community. We recognize that we need to create a space that is safe for their voices to be heard thus creating a community that is balanced, equitable and committed to ongoing review of our vision's objectives.



# Mission

We provide quality leadership, services, opportunities and resources for the benefit of our citizens, and in support of our growth and development of our community in a fair, equitable and transparent manner.



# Guiding Principles

Respect-Integrity-Collaboration-Accountability-Inclusivity-Evidence based decision Making-Sustainability.



# How Did We Create This Plan

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The Town of Amherst Accessibility, and Inclusion Diversity and Equity committees, each created a strategic plan to guide the Amherst Town Council in making decisions related to accessibility, inclusion, diversity and equity. These strategic plans were adopted by Amherst Town Council in 2022 and 2023 respectively.

As we moved towards the development of a new combined plan for Accessibility Inclusion Diversity and Equity (AIDE) it became apparent that a review of the existing strategic plan goals would be required and further community consultation necessary to bring an updated combined plan forward.

Meetings were held with both committees to look at how best to combine the plans. We met with our community allies and members of underserved and underrepresented groups to guide our work. This included people from the African Nova Scotia community, Indigenous, 2SLGBTQ+, new settlers, youth, seniors and persons with disabilities.

We also gathered feedback from a survey that was initially intended to inform our work around the new Amherst Police Department Strategy. This gave us insight into how marginalized groups feel about our policing services, systemic racism in the community, and procedures around dealing with hate crimes.

# Our Commitment

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The Town of Amherst is aware of the need for reconciliation, the acknowledgement of the centuries long displacement and systemic racialization impacting persons of Indigenous and African NS descent.

We also understand that discrimination and bias exists towards individuals who live with disabilities, the 2SLGBTQ+ and newcomer communities. We are committed to including those who are typically excluded, actively seeking input to hear all voices and identities in the community.

With the guidance of the Town of Amherst Social Equity Committees: Accessibility, and Inclusion, Diversity and Equity, we are committed to doing the necessary work, by growing strong relationships with underserved, underrepresented groups, gathering feedback, researching and revising relevant policies, creating actionable, achievable goals and adequately resourcing the work.





## Equity and Anti Racism Plan

Goals	Initiatives/ Actions	Indicators of Progress	Owner/Lead	Target Date
<b>Be the leader in the community known for Equity, Inclusion and Diversity</b>	Ensure compliance with the NS Human Rights Act.	Our policies and procedures will be updated to reflect a lens of equity and inclusion and accessibility.	Chief Administrative Officer	2027
	Work to create a diverse municipal workforce.		Mayor and Council	
	Ensure municipal services are equitable and accessible to all.	Elected officials and staff will embrace fairness, equity and operate with these principles each and every day.	Community Living Department	
	Develop, implement and promote anti racism policies and procedures including ways to hear complaints and resolve disputes.	The community will look to the Town as a role model in AIDE.	Human Resources	
	Provide educational opportunities for elected officials and employees on respect, cultural awareness and the promotion and protection of human rights.			



Goals	Initiatives/ Actions	Indicators of Progress	Owner/Lead	Target Date
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<p><b>To use Equity, Anti-Racist and Accessible language on all public documents</b></p>	<p>Ensure that all new public documents, website content, social media posts, publications, policies and procedures will be developed through an accessible and equitable lens.</p> <p>Existing documents will undergo a review to ensure we are updating documents to reflect our vision.</p>	<p>We will ensure 100% of new content meets this standard using readability tools.</p> <p>Training will be provided to content creators to ensure successful implementation.</p> <p>Existing documents reviewed with an equitable and accessible lens.</p>	<p>Marketing Specialist</p> <p>Community Well-Being Manager</p> <p>Director of Community Living</p> <p>Communications Officer</p> <p>Marketing Staff</p>	<p>Ongoing until 2028</p>
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Goals	Initiatives/ Actions	Indicators of Progress	Owner/Lead	Target Date
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**Increase  
Community  
Engagement**

Over the next 12-24 months we will increase opportunities for engagement by launching an outreach campaign, round tables, to gather public information with diverse groups.

Build stronger connections with youth, the 2SLGBTQ+ and newcomer community.

Organize and launch an outreach campaign to understand how to improve our engagement strategies.

Through improving our engagement strategies we will increase our participation in community consultations, increase feedback from surveys

Create volunteer opportunities that build a sense of belonging and support relationship building in our community.

Build a community committee of volunteers from all diverse sectors of our community to further out Municipal Strategic plans.

Community Living Department

2025-2027



Goals	Initiatives/ Actions	Indicators of Progress	Owner/Lead	Target Date
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**Work to build an Equitable and Inclusive Community**

We will continue to increase our promotion, respect, understanding and appreciation of our community’s diversity by organizing annual workshops, offering educational resources on equity and anti racism.

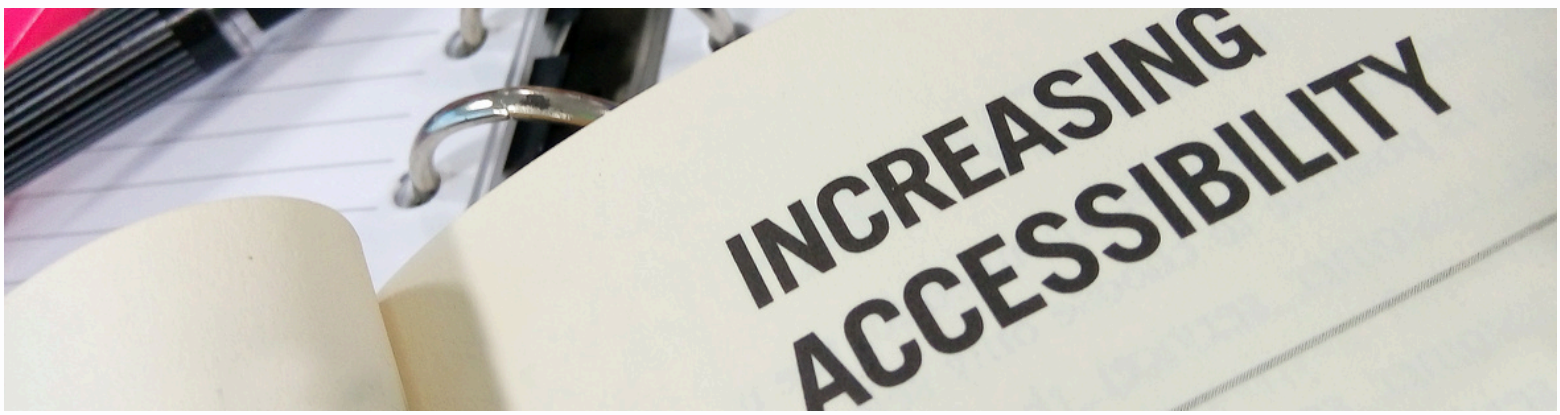
Embed social connection and sense of belonging into decisions about policies and programming.

Partner with community groups and organizations to help create meaningful opportunities that celebrate diverse backgrounds and cultures.

Support a culture of safety and inclusion for all community members.

Community Living Department

Ongoing



## Accessibility Plan

The Town of Amherst and the Accessibility Advisory Committee have been working tirelessly to identify, prevent and eliminate barriers to people with disabilities in municipal programs, services, initiatives and facilities.

We are taking the steps to address discrimination, racism and inequalities in our community as these can limit access to our services, education, employment, information and hinder our resident's ability to navigate our buildings and town.



### **Successes to date:**

#### **Training:**

Training was offered to summer staff to ensure our park programs were more accessible to children with different needs. Safer Spaces training which strives to build and increase awareness of the 2SLGBTQIA+ experience, raises awareness of importance of pronouns, explores privilege and addresses how we can be allies. Physical and Health Training was also offered and focused on behaviors and technique, as well as adapting activities.

Staff attended multiple training opportunities for staff on accessibility and equity offered through the Association of Municipal Administrators Nova Scotia.

#### **Active Living Strategy:**

An Active Living Strategy was developed in 2024 where fostering equity, access, inclusion and safety were the key components in planning a framework to ensure an active and welcoming community for all.

## Community Support Grants

Over \$20,000.00 was awarded to community groups and organizations to help with accessible projects including Fundy Winds to develop accessible trails, Autism Nova Scotia to help with community programming, the 50 + Club to improve the parking lot to be more accessible as well as the Cumberland County Museum to update displays to be more accessible.

Goals	Initiatives/Actions	Owner/Lead	Target Date
<p><b>Increase Inclusive and Accessible community resources and services</b></p>	<p>Through community engagement, services will be created that fit the needs of all residents and visitors of Amherst.</p> <p>All existing services to be reviewed for being equitable, inclusive and accessible.</p> <p>New services will be introduced that increase sense of belonging (Volunteerism).</p> <p>Create reporting/ monitoring system for incidents of accessibility, hate, racism, discrimination and accessibility issues.</p>	<p>Director of Community Living</p> <p>Community Well Being Manager</p>	<p>2025-2026</p>

Goals	Initiatives/Actions	Owner/Lead	Target Date
<p><b>Improve service delivery for residents</b></p>	<p>Improve service delivery by educating staff through ongoing awareness and training programs.</p> <p>Increase knowledge and understanding of accessibility, equity, human rights, disability rights and accessibility barriers in our community.</p> <p>Explore new awareness and training opportunities for staff, senior management and Council.</p>	<p>Chief Administrative Officer</p> <p>Community Living Team</p>	<p>Ongoing</p>
<p><b>Improve program delivery</b></p>	<p>Deliver training to all administrative and forward facing staff, including, event staff and summer students on accessibility issues and barriers to participation.</p>	<p>Community Living Department</p>	<p>Ongoing</p>
<p><b>Ensure events are accessible to everyone</b></p>	<p>Continue to improve accessibility of public events hosted by the town by planning events with an equitable, anti-racism and accessibility lens, including location, event delivery and participation.</p> <p>Planning will have culture considerations as well as consider the needs of persons with disabilities including, but not limited to, having adequate accessible event parking, accessible portable toilets and, when possible, places to rest from sensory overwhelming environments.</p>	<p>Community Living Department</p>	<p>Ongoing</p>



# Information & Communication

**Successes to date:**

**Delivery of Communication:**

Staff attended Accessible Communications regional training on digital communications and plain language.

**Website Re-Development:**

The Town of Amherst recently completed a website re-development project, which included making improvements for accessibility.

**Information:**

Community Well Being team exploring different platforms to help information be more accessible to the public on events on activities.

Goals	Initiatives/Actions	Owner/Lead	Target Date
<p><b>Ensure that all new public documents, website content, social media posts, publications, policies and procedures will be developed through an accessible and equitable lens</b></p>	<p>We will track and aim for 100% of new content to meet this standard using readability tools.</p>	<p>Community Living Department</p>	<p>Ongoing to 2028</p>
	<p>Training provided to content creators to ensure successful implementation.</p>	<p>Marketing Specialist</p>	
<p><b>Existing documents will undergo a review to ensure we are updating documents to reflect our vision</b></p>	<p>Existing documents will be revised where necessary.</p>	<p>Chief Administrative Officer</p>	<p>2028</p>
		<p>Marketing Specialist</p>	
		<p>Staff</p>	

Goals	Initiatives/Actions	Owner/Lead	Target Date
<b>Improve signage to meet provincial standards</b>	<p>Implementing signage consistent with accessibility best practice.</p> <p>Prioritize having signage where necessary and appropriate.</p>	<p>Community Living Staff</p> <p>Operations</p>	2028
<b>Evaluate how we communicate to our external partners</b>	<p>Develop a comprehensive communications plan that identifies strategies on how to communicate to and engage with the public.</p> <p>Seek input from equity deserving groups, persons with disabilities and newcomers.</p>	Marketing Strategist	2028



**Successes to date:**

**Improvement of Town Sidewalks:**

\$145,000 for sidewalk improvements 2023/24/25. All the sidewalk improvement projects included the installation of Tactile warning surface indicator plates.

February 24, 2025 Council approved amendments to the Sidewalk/Curb Construction Policy as part of the Accessibility Strategy. This change was recommended by the Accessibility Committee.

## Active Transportation:

Currently, the Town of Amherst partially funds the Cumberland County Transportation Society bus system. The transportation society has fully accessible buses that run daily throughout Cumberland County and the Town of Amherst.

Goals	Initiatives/Actions	Owner/Lead	Target Date
<b>Improve Pedestrian Infrastructure</b>	<p>We will enhance connectivity in the community by improving pedestrian infrastructure including:</p> <p>Sidewalks: replacing the existing brick pavers with concrete.</p> <p>Installation of tactile warning plates.</p> <p>Prioritize safety of pedestrian infrastructure by investigating and making recommendations for appropriate lighting and benches to rest where possible.</p>	<p>Operations</p> <p>CAO</p>	Ongoing as operational budget allows - 2028
<b>Enhance snow removal practices through consultation with outside agencies such as CNIB</b>	Prioritize snow clearance at public buildings and municipally managed parking areas.	Operations	Ongoing
<b>Continue to improve Active Transportation opportunities by reviewing accessibility of trails and sidewalks</b>	Review current Active Transportation strategy, continue to enhance AT opportunities.	Operations	Ongoing

**Increase opportunities for citizens to move throughout the community barrier free**

Determine feasibility of an accessible community transit system.

Council  
CAO  
Staff

2027



## Education

### Initiatives/Actions

### Indicators of Progress

### Owner/Lead

### Target Date

**Continue to grow partnerships with schools and education centres at all levels to offer supports where needed**

Support in preventing and removing barriers to accessing education.  
  
Inclusion of students in community based cultural events such as, the Mawio'mi and pride events.

Community Living Department

Ongoing

**Provide training and opportunities for accessibility, equity and anti-racism**

Training and get staff involved in conversation about how equity, racism and accessibility impact their work.

Community Living Department

Ongoing

**Work to ensure Community Safety**

Support community initiatives such as neighborhood watch, provide training in senior scooter and crosswalk safety.

Police  
  
Community Living Department

Ongoing



# Employment

## Successes to date:

### Human Resources:

We implemented the Employment Equity Policy in February 2024. Over the past two years, we have conducted a comprehensive review of all HR policies to include inclusive language.

All job postings now include language around needing accommodations, equal opportunity and identifying protected groups. We have also eliminated bias from job postings.

We offer flexible work options and accommodations as required and have adopted a Flexible Workplace Policy.

Initiatives/Actions	Indicators of Progress	Owner/Lead	Target Date
<b>Diversify recruitment methods</b>	Advertise jobs through diverse networks and community organizations.	Human Resources CAO	Ongoing to 2026
	Create hiring committee with equitable review of resumes.		
<b>Promote Amherst as an inclusive and diverse workforce</b>	Provide support and accommodations where necessary.	Human Resources CAO Staff	Ongoing
	Create team building and a welcoming atmosphere.		
	Ensure all abilities are recognized and celebrated.		
<b>Review of policies and procedures</b>	Continue to examine policies through a lens of accessibility and equity.	Human Resources CAO	2028
	Create Anti discrimination policies and mechanisms for dealing with issues.	Staff	



# Built Environment

## Successes to date:

### Town Hall:

Replacement of the ramp at Town Hall to current standards -approx. - \$45,000 Addition of handrails at Town Hall entrances- approx. - \$5000 Ensuring new reception desk is at proper height.

### Robb's Complex & Trail System:

\$21,000 for a new trailer groomer. The new groomer attachment can bury stones, remove surface vegetation, breakup clumps of hard packed soil, fill in holes / washouts, and leave behind a levelled surface layer with a single pass of the tractor. The attachment will also be used to maintain the foul lines and warning tracks at the Robb's Complex. The groomer has improved operational efficiency and accessibility of our trail system. 2023.

### Stadium Platform:

To allow individuals who use wheelchairs or other mobility devices have access to view the ice surface over the dasher boards during an ice event, the Facilities Department at the Town of Amherst built a \$2000 10" high raised platform. The ramp can be moved and stored until needed. This project was completed as of September 2023.

### Raised Garden Beds:

Town of Amherst provided \$5000 to the Amherst Community Garden to build accessible raised garden beds. 2023.

### Accessible Playgrounds:

Over the past several months Town staff have connected with like-minded organizations and committees to discuss accessible playground planning, design, cost and inclusivity. Playground consultation was conducted with Camp Tidnish, the Parrsboro Playground Committee and the Town of Westville. Staff also issued a public survey for parents, caregivers and those with disabilities in the Town of Amherst to gain insight and understanding on how to make our play spaces accessible and inclusive for all. Terms of reference for an external Accessible Playground Committee has been developed. Council approved \$200,000 for the construction of a fully accessible playground and a work plan has been developed to move this work forward.

<b>Initiatives/Actions</b>	<b>Indicators of Progress</b>	<b>Owner/Lead</b>	<b>Target Date</b>
<b>Review emergency management and building evacuation plan with a lens of accessibility in mind</b>	A new emergency management and building evacuation plan is written with an equitable and accessible lens.	CAO  Safety Committee	2026
<b>Conduct built environment assessments</b>	Continue to assess areas of accessibility to provide recommendations to council on improvements.	Operations CAO Council Staff	2025-2028
<b>Improve ability to provide barrier free participation in events</b>	Invest in infrastructure to host inclusive and accessible signature events which will attract tourists and newcomers.	Mayor/Council CAO Operations Community Living Staff	Ongoing to 2030
<b>Improve access to safe, affordable and accessible housing</b>	Support organizations that develop affordable and accessible housing.	Council CAO	Ongoing to 2030
<b>Investigate &amp; make recommendation on the establishment of an Accessible Playground</b>	<p>Review parks and greenspace to evaluate usage and accessibility to accommodate growth and changing needs of the community.</p> <p>Consult community members with lived experience to gain insight and input on what should be included in the playground.</p> <p>Begin fundraising initiatives: community outreach, grants.</p>	CAO  Operations  Community Living	2028

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**Increase  
partnerships in  
Accessibility**

Work with  
community partners  
to assist them with  
grant writing.

Community Well  
Being Staff

2026

Advise on how  
community partners  
can become more  
accessible.


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# Who is Responsible for Implementing?

- **Amherst Town Council:**  
Recognize the importance of implementing this plan and seek adequate funding to allow our municipality to meet the requirements under Nova Scotia's Accessibility and Anti-Racism Acts.
- **CAO/Staff:**  
Ensure the commitments outlined in the AIDE Plan are integrated into all municipal practices.
- **Accessibility, Inclusion, Diversity and Equity Committee:**  
Review this AIDE Plan on an annual basis as required by the Accessibility and Anti-Racism Act and update as required. The committees Review Municipal Accessibility Report Cards annually and report on progress toward meeting the commitments outlined in this plan.
- **Director of Community Living/Community Well-Being Manager:**  
Guide the work of the Accessibility Advisory and the Inclusion, Diversity and Equity Committee. Book meetings, prepare and distribute agendas and minutes, assist the chairperson in leading the meetings, manage recruitment for the committee when necessary. Act as a liaison with the Accessibility, Inclusion, Diversity and Equity Committee and the Amherst Town Council.
- **Human Resources:**  
Ensure all employee and hiring policies, procedures comply with Nova Scotia Human Rights Act and are reviewed and revised using an equitable, anti-racism and accessibility lens.





# How We Will Measure And Evaluate?

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- Develop a communications pathway that includes a emailing/ mailing list of persons who are interested in the ongoing work the committee is doing, to promote the work that is being done, and ask for feedback.
- Host regular information sharing sessions on the work of the committee and ensure underserved/underrepresented and diverse communities are invited.
- Establish a process of inquiry/complaint that is reviewed by the CAO and senior staff to respond to these inquiries.
- Community participation to be tracked and reviewed by the committee and council where required.
- Feedback to be gathered in various forms. The manner in which it's collected will be based on community preference.
- Equity Impact Assessments and Evaluation tool to be used when creating and reviewing policies, procedures, programs and services.



# Key Partners

The Town of Amherst has many community allies and partners.

These include:

- The Cumberland African Nova Scotia Association
- Autumn House
- Bridge Adult Service Centre
- Maggie’s Place
- Cumberland YMCA
- Lilac Place (Resource Centre for Women)
- Sexual Health Centre
- Schools Plus
- Cumberland Housing and Homelessness Association
- Cumberland Restorative Justice Society
- Cobequid Housing Authority
- Mental Health and Addictions
- Autism NS
- Senior Safety program
- Amherst 50+ club
- Spring Street Academy
- The Nova Scotia Community College
- Y Reach
- West Highlands Elementary
- Amherst Regional High School
- Amherst and Area Multi-Cultural Society
- After the School Bell
- Amherst Food Assistance Program
- Cumberland County Transportation Society
- Cumberland Adult Education
- Cumberland Early Intervention Program
- Cumberland Pride
- Indigenous Affairs
- In the Works
- E.B. Chandler Junior High



# Conclusion

We understand this plan is a living document and as our population continues to grow and age, new issues may arise. We will continue towards meeting the accessibility goals by 2030 as well as advancing equity and addressing systemic racism to improve community well-being.

A young girl with dark hair and a bright smile is the central focus. She has a colorful rainbow face paint on her right cheek. She is wearing a vibrant pink, textured t-shirt. The background is slightly blurred, showing other people and what appears to be an outdoor event or festival setting.

# Glossary

A Glossary of terms has been developed in an effort to promote understanding and clarify the terms that are contained in the strategy. It is recognized and understood that these definitions may change over time but will form a foundation for understanding in the current document.

**Accessibility:** Accessibility involves removing the barriers faced by individuals with a variety of disabilities (which can include but not limited to physical, sensory, cognitive, learning, mental health) and the various barriers (including attitudinal and systemic) that impede an individual's ability to participate in social, cultural, political and economic life. Disabilities can be temporary or permanent. As we age our abilities change and therefore an accessible society is one designed to include everyone and be fluid over time.

**Anti-Racism** involves actively opposing racism by advocating for changes in political, economic, and social life. It includes understanding one's own privilege, challenging internalized racism, and speaking out against racism when it is seen.

**An anti-racist person or organization** goes a step further than simply stating they are anti-racist. These individuals and organizations work to understand their own privilege, challenge their own internalized racism and call out racism when they see it impacting others.

**Barrier:** Something that makes it harder for some people to participate. Nova Scotia's Accessibility Act defines a barrier as "anything that hinders or challenges the full and effective participation in society of persons with disabilities, including a physical barrier, an architectural barrier, an information or communications barrier, an attitudinal barrier, a technological barrier, a policy or a practice."

**Disability:** As defined in Nova Scotia's Accessibility Act: "a physical, mental, intellectual, learning or sensory impairment, including an episodic disability that, in interaction with a barrier, hinders an individual's full and effective participation in society."

# Glossary



**Diversity:** Vancouver's A Healthy City for All (2014) describes diversity as a term that is often confused for race or culture when in fact it should be used to consider the number of interlocking ways that people are disadvantaged and mistreated, and thus how people from various and marginalized groups or communities feel comfortable, safe and able to access their community spaces and institutions (City of Vancouver, 2014)

**Equity:** Fairness, impartiality, even-handedness. A distinct process of recognizing differences within groups of individuals and using this understanding to achieve substantive equity in all aspects of a person's life (Government of Canada, 2019)

**Inclusion:** Acknowledging and valuing people's differences so as to enrich social planning, decision making and quality of life for everyone. In an inclusive Municipality, we each have a sense of belonging, acceptance, and are recognized as valued, contributing members of society. Real inclusion takes place when those already included in the mainstreams learn from those who are excluded and initiate change (City for All Women Institute, 2015)

**Institutional Racism:** Policies, practices and procedures that work better for white people than people of color, often intentionally or inadvertently (National League of Cities, 2017)

**Intersectionality:** The intersection, or crossover, of our many identities affect how each of us experiences the Municipality. The intersections occur within a context of connected systems and structures of power (e.g., laws, policies, state governments, other political and economic unions, religious institutions and media (City for all Women, 2015)

**Marginalization:** Refers to a long-term, structural process of systemic discrimination that creates a class of disadvantaged minorities. These groups become permanently confined to the margins of society; their status is continually reproduced because of various dimensions of exclusion, particularly in the labor market, but also from full and meaningful participation in society (Province of Ontario, 2017)

# Glossary



**Oppression** is when one group benefits at the expense of another, using power and privilege.

**Plain Language:** Conversational communication that makes sense to the intended audience. The goal of plain language is to communicate so clearly the intended audience can easily find what they need, understand what they find, and use the information ([plainlanguagenetwork.org/](http://plainlanguagenetwork.org/)).

**Privilege:** The experience of freedoms, rights, benefits, advantages, access and or opportunities afforded to members of a dominant group in a society or in a given context (City of All Women Institute, 2015)

**Race:** A social construct that artificially divides people into distinct groups based on characteristics such as physical appearance (particularly color), ancestral heritage, ethnic classification, and the social, economic and political needs of a society at a given period of time. Racial categories subsume ethnic groups (Portland Metropolitan Region, 2017)

**Racism** is when people treat others unfairly because of their race, either personally or through unfair practices in organizations.

**Racialization:** A process of delineation of group boundaries and of allocation of persons within these boundaries by primary reference to (supposedly) inherent and/or biological (usually phenotypical) characteristics (Province of Ontario, 2017)

**Racial Equity:** Closing the gap so that race does not predict one's success, while also improving outcomes for all (National League of Cities, 2017)

**Structural, Institutional or systemic racism:** When institutions or systems create or maintain racial inequity, often as a result of hidden institutional biases in policies, practices and procedures that privilege some groups and disadvantage others (Province of Ontario, 2017)

**Systemic racism** refers to policies and practices within institutions that unintentionally exclude or promote certain groups.

# SYNOPSIS

## ACCESSIBILITY, INCLUSION, DIVERSITY AND EQUITY COMMITTEE (AIDE) TERMS OF REFERENCE

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Municipalities and other prescribed public sector bodies through the Accessibility Act of Nova Scotia 2017 and the Nova Scotia Dismantling Racism and Hate Act 2022 are required to develop and/or update their strategic plans by April 1, 2025. The Town of Amherst approved an Accessibility Strategic Plan in 2022 and the Inclusion, Diversity and Equity Strategic Plan in 2023. Both plans are required to be updated and approved by Council and forwarded to the Province by April 1, 2025.

Throughout this process it became known that we could combine our Accessibility Advisory Committee and our Inclusion, Diversity and Equity Committee as long as we were in keeping with requirements set out under the Accessibility Act. The combined committee would continue to advise Council on all matters of Accessibility, Inclusion, Diversity and Equity.

In November 2024, Amherst Town Council made a motion to combine these committees. As a result of this, a new Terms of Reference is required and the previous ones repealed. Council also passed a motion to dissolve the Poverty Reduction Advisory Committee, therefore it is being recommended that the Terms of Reference for this Committee also be repealed.

The committees and the public have been involved in the community outreach to gather information to formulate the new AIDE Strategic Plan, its goals and objectives. The existing Strategic Plans were reviewed, successes articulated and advice given on what is still required. Combining these committees with a new Terms of Reference will allow more collaboration amongst committee members and allow for discussion on a broader range of topics for underserved and underrepresented groups especially when intersectionality is prevalent. The community, through the AIDE Advisory Committee, will have continued input into the development of policy and procedures related to accessibility and inclusion, diversity and equity.

### **MOTION:**

**That Council approve the new Terms of Reference for the combined Accessibility, Inclusion, Diversity and Equity Advisory Committee, and further approve the repeal of the Accessibility Advisory Committee Terms of Reference, the Inclusion, Diversity and Equity Committee Terms of Reference and the Poverty Reduction Advisory Committee Terms of Reference.**

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

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

**DATE:** March 24, 2025

**SUBJECT:** Accessibility, Inclusion, Diversity, and Equity (AIDE) Advisory Committee Terms of Reference

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**ORIGIN:** The Town of Amherst has been undergoing a systematic review of its committees of council to determine future feasibility and human resource capabilities.

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

**RECOMMENDATION:** That Council approve the new Terms of Reference for the combined Accessibility, Inclusion, Diversity and Equity Advisory Committee, and further approve the repeal of the Accessibility Advisory Committee Terms of Reference, the Inclusion, Diversity and Equity Committee Terms of Reference, and the Poverty Reduction Advisory Committee.

**BACKGROUND:** Municipalities and other prescribed public sector bodies through the Accessibility Act of Nova Scotia 2017 and the Nova Scotia Dismantling Racism and Hate Act 2022 are required to develop and/or update their strategic plans by April 1, 2025. The Town of Amherst approved an Accessibility Strategic Plan in 2022 and the Inclusion, Diversity and Equity Strategic Plan in 2023. Both plans are required to be updated and approved by Council and forwarded to the Province by April 1, 2025. Throughout this process it became known that we could combine our two committees as long as we were in keeping with requirements set out under the Accessibility Act. The combined committee would continue to advise Council on all matters of Accessibility, Inclusion, Diversity and Equity. In November 2024, Amherst Town Council made a motion to combine these committees. As a result of this, a new Terms of Reference is required and the previous ones repealed. Council also passed a motion to dissolve the Poverty Reduction Advisory Committee, therefore it is being recommended that the Terms of Reference for this Committee also be repealed.

**DISCUSSION:** Staff met with the respective committees in January and early February to update them on the formation of the new combined committee. This had previously been discussed with them at a joint workshop last May. Since that time staff have been working on a process to combine the committees in an effort to keep the integrity of the mission of each. Also, the committees were supportive on the new requirements for a joint plan.

The committees and the public have been involved in the community outreach to gather information to formulate the new AIDE Strategic Plan, its goals and objectives. The existing





## AMHERST TOWN COUNCIL

RFD# 2025020

Date: March 24, 2025

Strategic Plans were reviewed, successes articulated and advice given on what is still required. Combining these committees with a new Terms of Reference will allow more collaboration amongst committee members and allow for discussion on a broader range of topics for underserved and underrepresented groups especially when intersectionality is prevalent.

**FINANCIAL IMPLICATIONS:** None.

**SOCIAL JUSTICE IMPLICATIONS:** The community, through the AIDE Advisory Committee, will have continued input into the development of policy and procedures related to accessibility and inclusion, diversity and equity.

**ENVIRONMENTAL IMPLICATIONS:** None relating to the approval of the Terms of Reference.

**COMMUNITY ENGAGEMENT:** Continued engagement with our community at large to ensure everyone has input into AIDE practises conducted in the town.

**ALTERNATIVES:**

- 1 Send back to committee for further assessment
- 2 Defer to next month

**ATTACHMENTS:** New Accessibility, Inclusion, Diversity and Equity Advisory Committee Terms of Reference  
Inclusion Diversity and Equity Committee Terms of Reference  
Accessibility Advisory Committee Terms of Reference  
Poverty Reduction Advisory Committee Terms of Reference

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Report prepared by: Sharon Bristol

Report and Financial approved by:



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**TITLE: ACCESSIBILITY, INCLUSION, DIVERSITY AND EQUITY (AIDE) ADVISORY COMMITTEE TERMS OF REFERENCE**  
**SECTION: EXECUTIVE OPERATIONS**  
**POLICY NO: 10350-30**

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

## **1.0 BACKGROUND**

Under the Nova Scotia Accessibility Act (NSAA) and the Nova Scotia Dismantling Racism and Hate Act (2022) the Town of Amherst is required to appoint a Committee on matters of Accessibility, Inclusion, Diversity and Equity to provide input on accessibility and equity matters within the Town of Amherst.

## **2.0 PURPOSE**

The Accessibility, Inclusion, Diversity and Equity Advisory Committee (AIDE Advisory Committee) assists Town Council in fulfilling its responsibilities relating to identifying, preventing and eliminating barriers to people with disabilities, underserved and underrepresented populations and to address systemic hate, inequity and racism in municipal programs, services, initiatives and facilities. The AIDE Advisory Committee plays a pivotal role in helping the Town of Amherst become a barrier-free community while ensuring obligations under *An Act Respecting Accessibility in Nova Scotia* (2017) and the *Nova Scotia Dismantling Racism and Hate Act 2022* are met, and to assist in creating a community of equity, inclusion and wellbeing for all.

## **3.0 DEFINITIONS**

3.1 The definitions in the Nova Scotia Accessibility Act / Nova Scotia Dismantling Racism and Hate Act 2022 will supersede any and all definitions in this policy.

3.2 Barrier means anything that hinders or challenges the full and effective participation in society of person with disabilities, including a physical barrier, an architectural barrier, an information or communication barrier, an attitudinal barrier, a technological barrier, a policy or a practice.

3.3 Council means the Town Council for the Town of Amherst.

3.4 Disability includes a physical, mental, intellectual, learning or sensory impairment, including an episodic disability, that, in interaction with a barrier, hinders an individual's full participation in society.

3.5 Hate means provocation, hostility or intolerance by means of threats, harassment, abuse, incitement or intimidation motivated by the actual or perceived race, religion, national origin, ethnicity, gender, gender identity, gender expression, disability or sexual orientation of any person.

3.6 Racism means the discrimination or antagonism by, or the prejudice of, an individual, community or institution against a person or people based on the person's or people's membership or perceived membership in a racial or ethnic group, and having the power to carry out that discrimination, antagonism or prejudice through institutional policies and practices that shape cultural beliefs and values of a society.

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**TITLE: ACCESSIBILITY, INCLUSION, DIVERSITY AND EQUITY (AIDE) ADVISORY COMMITTEE TERMS OF REFERENCE**  
**SECTION: EXECUTIVE OPERATIONS**  
**POLICY NO: 10350-30**

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#### **4.0 ACCESSIBILITY, INCLUSION, DIVERSITY AND EQUITY (AIDE) ADVISORY COMMITTEE**

##### **4.1 Role**

The AIDE Advisory Committee shall:

4.1.1 Advise Council on the preparation, implementation, and effectiveness of its AIDE Plan. In accordance with the two Acts. The plan must include:

- i. A report on measures the municipality has taken and intends to take to identify, remove and prevent barriers;
- ii. Information on procedures the municipality has in place to assess any proposed policies, programs, practices, and services and/or any proposed enactments or by-laws for their impact on equity and accessibility for people; and
- iii. Any other prescribed information.

4.1.2 Review and update its AIDE plan at least every three years, in accordance with the Acts.

4.1.3 Consult with the community on accessibility and equity in the town of Amherst.

4.1.4 Advise Council on the impact of Town of Amherst policies, programs, and services on people of equity deserving groups and those with disabilities.

4.1.5 Review and monitor existing and proposed Town of Amherst by-laws to promote full participation of equity deserving groups and people with disabilities, in accordance with the Acts.

4.1.6 Identify and advise on the accessibility of existing and proposed municipal services, facilities and infrastructure.

4.1.7 Advise and make recommendations about strategies designed to achieve the objectives of the Town's AIDE Plan.

4.1.8 Receive and review information from Council and its committees, and make recommendations, as requested.

4.1.9 Monitor federal and provincial government directives and regulations.

##### **4.2 Membership**

4.1.10 In accordance with the Act, at least half of the Committee membership must be people with disabilities or represent organizations that represent people with disabilities with preference for the former.

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**TITLE: ACCESSIBILITY, INCLUSION, DIVERSITY AND EQUITY (AIDE) ADVISORY  
COMMITTEE TERMS OF REFERENCE**  
**SECTION: EXECUTIVE OPERATIONS**  
**POLICY NO: 10350-30**

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4.1.11 All members must adhere to and abide by the NS Code of Ethics Policy.

4.1.12 When making appointments to the Committee, Council will give consideration to representation from different sectors of the community including equity deserving groups.

4.1.13 Appointees shall possess knowledge and understanding of equity and accessibility related issues and services currently being provided by the community.

- 4.1.14 The Committee shall have up to 10 voting members that includes:
- 2 Town of Amherst Council members as appointed by Council
  - 7 community members as appointed by Council
  - 1 Amherst Youth Town Council (AYTC) member as appointed by Council

Town of Amherst staff will be non-voting members.

### **4.3 Terms of Appointment**

4.3.1 The initial appointments will be for one-year terms, with further appointments made for up to two years to ensure knowledge is retained on the Committee

4.3.2 AYTC members may be appointed for one or two-year terms.

4.3.2 The Chair and Vice Chair shall be elected by the Committee at the first meeting annually.

## **5. OTHER**

5.1 The Committee shall meet at least quarterly but may meet more frequently as required.

5.2 Meetings of the committee shall be open to the public; however, they are subject to the provision of Section 22 of the Municipal Government Act with respect to closed session meetings.

5.3 The Committee provides open avenues of communication to stakeholders and Council.

5.4 The Committee may establish Working Groups to explore specific issues related to the accessibility plan and/or to other responsibilities, subject to staff capacity. Members of the Working Groups may consist of additional community members.

5.5 Meeting shall convene at 4:00 p.m. on the day selected, unless otherwise specified.

5.6 The Committee and its members shall follow the rules of order as set out in the Town of Amherst Proceedings of Council Policy #10350-24.

**TITLE: ACCESSIBILITY, INCLUSION, DIVERSITY AND EQUITY (AIDE) ADVISORY COMMITTEE TERMS OF REFERENCE**  
**SECTION: EXECUTIVE OPERATIONS**  
**POLICY NO: 10350-30**

## 6. TERMS OF REFERENCE REVIEW

The Committee will review its Terms of Reference annually and make any recommendations to Council as the Committee deems appropriate.

## 7. REFERENCES

- 7.1 Bill No. 59 – Accessibility Act, Chapter 2 of the Act of 2017.
- 7.2 Nova Scotia Dismantling Racism and Hate Act 2022.

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
<b>Director, Community Living</b>	Adhere to the Strategic Plan, make recommendations to Council when required. Review Terms of Reference annually.
<b>CAO</b>	Appoint non-voting staff members to the Committee
<b>Council</b>	Appoint Council, AYTC and citizen members to the Committee, consider recommendations from the Committee.
<b>Clerk</b>	Schedule meetings, advertise for citizen members.

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
<b>New Policy</b>	Clerk, LeBlanc	Council	

Minutes reference date:

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

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**APPROVAL DATE:** November 27, 2023

**CAO Signature:** 

### **1.0 BACKGROUND**

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

### **2.0 PURPOSE**

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

### **3.0 DEFINITIONS**

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

### **4.0 POLICY**

#### **4.1 Role**

The Accessibility Advisory Committee shall:

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

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

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

## **4.2 Membership**

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

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

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#### **4.3 Terms of Appointment**

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

#### **5. OTHER**

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

#### **6. TERMS OF REFERENCE REVIEW**

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

#### **7. REFERENCES**

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

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

**ROLES AND RESPONSIBILITIES**

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

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
Add a provision to appoint an Amherst Youth Town Council member to the Committee, change length of appointments, remove requirement that the Chair be a Town of Amherst Councillor	Clerk, LeBlanc	Council	November 27, 2023

Minutes reference date: February 24, 2020                      November 27, 2023

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

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**APPROVAL DATE:** November 27, 2023

**CAO Signature:** \_\_\_\_\_



### 1.0 PURPOSE

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

### 2.0 MANDATE

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

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

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

### 3.0 MEMBERSHIP

The membership of the Committee will be as follows:

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

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

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- b. Non-voting Members:
  - i. Town staff as determined by the Chief Administrative Officer

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

Members of the Committee will be selected as follows:

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

#### **5.0 DELEGATED AUTHORITY**

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

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

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

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

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

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

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

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

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

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

**10.0 ABSENTEEISM**

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

**ROLES AND RESPONSIBILITIES**

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

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
Add a provision to appoint a member of the AYTC, change how staff are appointed to the Committee, and how the Chair and Vice Chair are elected	Clerk, LeBlanc	Council	November 27, 2023

Minutes reference date:      2021 August 4      2023 November 27

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**TITLE:** Poverty Reduction Advisory Committee Terms of Reference  
**SECTION:** Executive Office  
**POLICY NO:** 10350-29

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**APPROVAL DATE:** December 18, 2023

**CAO Signature:** 

## **POLICY STATEMENT**

This policy will govern the terms of reference for the Poverty Reduction Advisory Committee for the Town of Amherst.

## **PURPOSE:**

The purpose of the Poverty Reduction Advisory Committee (PRAC) is to advise Amherst Town Council on matters regarding poverty reduction through the application of social equity lenses within our community. The primary goals of the PRAC are:

1. Assist with increasing awareness of wellness and quality of life for all constituents living in Amherst focusing on what is needed to prevent people from experiencing poverty.
2. To support those who are equity deserving by focusing on inclusion, empowerment, capacity building, and cross-sectoral collaboration

## **ROLE OF COMMITTEE:**

### Mandate:

The mandate of the Poverty Reduction Advisory Committee is to:

- Provide advice and recommendations to Municipal Council as determined by the goals of strategic plan, or as determined by ongoing collaboration with the community
- Work collaboratively with community organizations and neighboring municipalities to carry out priorities as identified in the strategic plan
- Create awareness and education around poverty and its impact on social wellness;
- Function as a hub of community-based poverty reduction assets;
- Consider and integrate the advice and activities of other council committees with mandates aligned with poverty reduction;
- Align with strategic priorities of councils that are matters related to the committee's purpose; and
- Review these Terms of Reference every three years.

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**TITLE: Poverty Reduction Advisory Committee Terms of Reference**  
**SECTION: Executive Office**  
**POLICY NO: 10350-29**

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## **MEMBERSHIP:**

### Committee Composition and Term

The committee will endeavor to maintain a diverse and inclusive membership and represent all demographics and cultural groups within Amherst.

The Chair and Vice Chair will be elected by the committee at the first meeting of each calendar year.

The membership of the PRAC will be as follows:

- Two Councillors as voting members
- Up to six members of the public as voting members ideally with experience in a social equity field or lived experience. Membership will not be limited to Town of Amherst residents; however, preference will be given to residents of the Town of Amherst.
- Staff are not voting members.
- Applications for community representatives may be solicited using radio, newspaper, social media and municipal websites. Interested citizens will be invited to submit a letter of interest and experience. Staff will review the applications with the Councillor appointed to the Committee and make a recommendation to Amherst Town Council for approval of the citizen appointments.

## **MEETINGS:**

### Delegated Authority

The PRAC is established as an advisory committee to the Amherst Town Council and does not have any delegated authority. The Committee has no authority to direct staff but may request direction from the CAO as needed.

### Functioning of the Committee

The Clerks Office will manage the scheduling and facilitation of Committee meetings.

A quorum consists of a majority of the members of the Committee. The Committee will attempt to make decisions by consensus, in the absence of such a vote will be held.

**TITLE: Poverty Reduction Advisory Committee Terms of Reference**  
**SECTION: Executive Office**  
**POLICY NO: 10350-29**

Budget and Resources Remuneration

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

Frequency of Meetings

It is expected the PRAC will meet quarterly or as determined by the Committee.

Absenteeism

If a committee member misses three consecutive meetings without giving notice to the Committee, the position will be considered vacated and a new representative will be appointed.

Title/Role	Responsibilities
Director Community Living	Ensure the Committee meets quarterly, follows the terms of reference and brings forward recommendations from the committee to Council
CAO	Ensures recommendations are reviewed by Council at Committee of the Whole meetings and communication on meetings is forward to PRAC
Council	Reviews monthly reports on progress and considers any recommendations brought forward with due diligence

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
Revise the Terms of Reference to be a Town of Amherst Committee	Director of Community Living, Bristol	Council	December 18, 2023



# SYNOPSIS

## THEMED CROSSWALK POLICY

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The Town of Amherst has four crosswalks in the downtown core that are currently considered theme crosswalks. These are located on East Victoria at the Havelock and Church Street intersections designated for Veterans and one in front of Town Hall designated for Pride.

Through the collaborative work in the community with allies, the Inclusion, Diversity and Equity Committee, and the development of the new combined Strategic Plan, staff are proposing the addition of two new themed crosswalks for African Nova Scotians and Indigenous partnerships as well as a new policy that addresses the procedures around when, the number of crosswalks, maintenance etc. would be needed.

Town staff have met with key stakeholders to discuss this and have received a favourable response. Approving this policy shows the continual efforts by the Town of Amherst to improve all aspects of Inclusion, Diversity and Equity in all our functions. Annual paint upgrades to these crosswalks will be covered within the Town's operational budget.

### **MOTION:**

**That Council approve the new Themed Crosswalk Policy.**



## AMHERST TOWN COUNCIL

RFD# 2025032

Date: March 24, 2025

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

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

**DATE:** March 24, 2025

**SUBJECT:** Themed Crosswalks Policy

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**ORIGIN:** Policy Development for Themed Crosswalks

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

**RECOMMENDATION:** That Council approve the new Themed Crosswalk Policy.

**BACKGROUND:** The Town of Amherst has four crosswalks in the downtown core that are currently considered theme crosswalks. These are located on East Victoria at the Havelock and Church Street intersections designated for Veterans and one in front of Town Hall designated for Pride.

**DISCUSSION:** Through the collaborative work in the community with allies, the Inclusion, Diversity and Equity Committee, and the development of the new combined Strategic Plan, staff are proposing the addition of two new themed crosswalks for African Nova Scotians and Indigenous partnerships. It was therefore realized that a new policy that addresses the procedures around when, the number of crosswalks, maintenance etc. would be needed.

**FINANCIAL IMPLICATIONS:** Annual paint upgrades covered under the Operational budget.

**SOCIAL JUSTICE IMPLICATIONS:** Approving this policy 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 met with key stakeholders to discuss this and have received a favourable response.

**ALTERNATIVES:** Do not approve the policy and/or request amendments

**ATTACHMENTS:** New Themed Crosswalk Policy.

Report prepared by: Sharon Bristol

Report and Financial approved by:



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**TITLE: THEMED CROSSWALK POLICY**  
**SECTION: FACILITIES MANAGEMENT**  
**POLICY NO:**

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**APPROVAL DATE:** \_\_\_\_\_

**CAO Signature:** \_\_\_\_\_

## **PURPOSE**

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

## **POLICY STATEMENT**

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

The crosswalk paintings 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
- Represent or infer that the Town is a sponsor or proponent on the content or representation of the crosswalk.

## **CONDITIONS**

### **1 LOCATIONS**

The Town of Amherst has six crosswalks in the downtown core that will be considered as themed crosswalks, four on East Victoria Street, one on Church Street and one on Havelock Street.

### **2 INSTALLATION AND UPKEEP OF CROSSWALKS**

The installation and upkeep is to be managed by the Town of Amherst only.

### **3 REQUESTS FOR ADDITIONAL CROSSWALKS**

- The painting of crosswalks by individuals or groups is not permitted on an ad hoc basis.
- Requests from individuals or groups to have further themed crosswalks, can be brought forward as a request to alter this policy.

### **4 DISCLAIMER**

The Town reserves the right to refuse any application which it deems inappropriate.

**TITLE: THEMED CROSSWALK POLICY**  
**SECTION: FACILITIES MANAGEMENT**  
**POLICY NO:**

### APPENDIX A – Approved Themed Crosswalks

**Veterans**

**East Victoria Street (1) at Havelock Street intersection  
 and (2) Church Street intersection crossing Victoria Street**

**Pride**

**East Victoria Street in front of Town Hall**

**African Nova Scotia**

**Downtown – to be determined in consultation with our African Nova Scotia  
 Community.**

**Indigenous**

**Downtown – to be determined in consultation with our Indigenous Community.**

### ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director, Community Living	Ensure the guidelines of this policy are clear to community organizations.
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	

# SYNOPSIS

## FIREWORKS

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For several years the Town of Amherst held Fireworks displays on Canada Day and for a period of time New Years Eve. This practice was stopped during Covid. An event was held on December 31, 2024 at the Amherst Stadium with a fireworks display at a cost of 10,000. Feedback from the community was generally positive.

In order to properly plan for Canada Day and New Years events in the future, staff require direction from Council on the use of fireworks.

### **MOTION:**

**That Council approve \$20,000 in the 2025/26 operating budget to include \$10,000 for Canada Day fireworks to be held at the Robb Complex and \$10,000 for New Years Eve fireworks to be held at the Amherst Stadium.**



**AMHERST TOWN COUNCIL**

**RFD# 2025019**

**Date: March 24, 2025**

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

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

**DATE:** March 24, 2025

**SUBJECT:** Fireworks

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**ORIGIN:** Ongoing consideration into the use of Fireworks

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

**RECOMMENDATION:** That Council approve of \$20,000 in the 2025/26 operating budget to include \$10,000 for Canada Day fireworks to be held at the Robb Complex and \$10,000 for New Years Eve fireworks to be held at the Amherst Stadium.

**BACKGROUND:** For several years the Town of Amherst held Fireworks displays on Canada Day and for a period of time New Years Eve. This practice was stopped during Covid. Staff organized an event on December 31, 2024 with a fireworks display at a cost of 10,000.

**DISCUSSION:** The New Years Eve celebration had approximately 300-400 people in attendance. Majority of feedback was positive however some complained that the falling ash was getting in their faces and eyes. Alternate locations could be considered if the use of fireworks is continued.

**FINANCIAL IMPLICATIONS:** Annual budget of \$20,000 required to continue this practise.

**COMMUNITY ENGAGEMENT:** No community engagement required at this point.

**ENVIRONMENTAL IMPLICATIONS:** Smoke- In comparison with other smoke producing activities typical firework displays generate far less smoke than other common activities such as burning leaves, summertime campfires, fireplaces in homes, and wood pellet stoves.

**SOCIAL JUSTICE IMPLICATIONS:** The effects of fireworks can trigger anxiety in pets and panic attacks or a flashback scenario for combat veterans who suffer with PTSD. Cost of fireworks is expensive and could be used for other projects or activities that reach a wider audience.

**ALTERNATIVES:**

- 1) Continue use of fireworks for Community Celebrations
- 2) Discontinue the practise of fireworks displays



**ATTACHMENTS:** None

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Report prepared by: Sharon Bristol  
Report and Financial approved by:

# SYNOPSIS

## TRANSIT FEASIBILITY STUDY

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One of Council's strategic initiatives is to determine the feasibility of a transit within the Town. A transit system would foster safe and accessible options for movement within the town, and provide a service that reduces barriers and makes Amherst accessible and equitable to all, which are two of Council's priority outcomes.

In order to receive funding from senior levels of government, a motion of Council approving this project is needed. If successful, our grant application could fund 100% of the study.

### **MOTION:**

**That Council approve a transit feasibility for the Town of Amherst.**

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

**SUBMITTED BY:** Jason MacDonald, Chief Administrative Officer

**DATE:** March 24, 2025

**SUBJECT:** Transit Feasibility Study

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**ORIGIN:** Strategic Initiative to determine the feasibility of a transit system - (“A”) Bus.

**LEGISLATIVE AUTHORITY:** Municipal Government Act, Section 55 (1) A municipality may provide a public transportation service by (a) the purchase of vehicles or vessels and operation of the service; (b) providing financial assistance to a person who will undertake to provide the service; or (c) a combination of these methods.

**RECOMMENDATION:** That Council approve a transit feasibility study for the Town of Amherst.

**BACKGROUND:** One of Council’s strategic initiatives is to determine the feasibility of a transit system.

**DISCUSSION:** In order to receive funding from senior levels of government, a motion of Council approving this project is needed.

**FINANCIAL IMPLICATIONS:** If successful, our grant application could fund 100% of the study.

**SOCIAL JUSTICE IMPLICATIONS:** A transit system would foster safe and accessible options for movement within the town, and provide a service that reduces barriers and makes Amherst accessible and equitable to all, which are two of Council’s priority outcomes.

**ENVIRONMENTAL IMPLICATIONS:** Reduced carbon footprint as people shift from personal automobile to transit.

**COMMUNITY ENGAGEMENT:** None to date

**ALTERNATIVES:** Do not proceed with the feasibility study.

**ATTACHMENTS:** None

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Report prepared by: Jason MacDonald      Report and Financial approved by:



# SYNOPSIS

## NEW INDUSTRIAL PARK LAND SALES POLICY AND AMENDED SALE OF USABLE TOWN OWNED LANDS POLICY

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The town is in the process of acquiring ten undeveloped properties in the Industrial Park currently owned by Invest Nova Scotia. Taking ownership of these properties will give the Town more direct control over their eventual sale and development, which supports Council's strategic priority to develop and eventually expand the park. To that end, this policy gives the CAO the authority to negotiate and sell property without having to seek Council approval for each sale, subject to the following conditions:

- The purchaser provides a Site Development Proposal that forms part of the Agreement of Purchase and Sale (APS).
- The APS requires compliance with town bylaws and shall not constitute an obnoxious use, nuisance or public hazard.
- The purchase price reflects market value established by a third-party appraisal completed no more than 36 months prior to sale, or at a price set by Council.
- The APS would include a buy-back agreement stipulating that the Town may repurchase the property at 90% of the purchase price if construction is not commenced within 24 months from the closing date.
- Prospective buyers would be dealt with on a first come / first serve basis, except where multiple offers exist on the same property, the CAO, at their sole discretion, may evaluate each Site Development Proposal.
- The CAO will have sole discretion over timing and conditions of the sale, but may refer decision to Council where warranted.
- All sales are reported to Council at or before the next scheduled Committee of the Whole meeting.

Minor amendments to Policy 2300-01 Sale of Usable Town Owned Lands are also included that refer to the subject policy in the case of industrial land sales.

The sale process as described above gives the Town the ability to respond quickly to potential sales of industrial lands, but provides a level of protection against speculative lands buyers.

### **MOTION:**

**That Council approve the new Industrial Park Land Sales Policy and the amended Sale of Usable Town Owned Lands Policy.**

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

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

**DATE:** March 24, 2025

**SUBJECT:** Industrial Park Land Sales Policy

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**ORIGIN:** This item supports Economic Prosperity and Industrial Park Expansion, both components of Council's Strategic Plan 2025-2028. In January 2024, Council passed the following motion: **That Council approve the purchase of Lots W, 8B, 21, 46, and 55, at Net Book Value, plus closing costs for future industrial park development.**

**LEGISLATIVE AUTHORITY:** Municipal Government Act, Section 50(5) *A municipality may (b) sell property at market value when the property is no longer required for the purposes of the municipality.* Section 57(1) *A municipality may (a) solicit and encourage the establishment and development of new, and the establishment, development and expansion of existing institutions, industries and businesses in and around the municipality[.]*

**RECOMMENDATION:** That Council approve the new Industrial Park Land Sales Policy and the amended Sale of Usable Town Owned Lands Policy.

**BACKGROUND:** In early 2024, the process began to acquire five undeveloped properties in the Industrial Park owned by Invest Nova Scotia for Net Book Value (less than \$200), plus legal and closing costs. Invest NS also requested that the town acquire five additional remnant parcels, bringing the total to ten. The ownership transfer required ministerial approval and significant survey and legal work however should be complete by the end of March.

Taking ownership of the remaining undeveloped properties will give the Town more direct control over their eventual sale and development, which will support Council's strategic priority to develop the park. To this end, the attached policy gives the CAO the authority to negotiate and sell property without having to seek Council approval for each sale. The process for sales would involve the following conditions:

- Purchaser provides a proposal outlining the operation and a Site Development Proposal that would form part of the Agreement of Purchase and Sale.
- Agreement of Purchase and Sale requires the proposal to comply with the MPS and LUB (and any other relevant Bylaw) and shall not constitute an obnoxious, nuisance or public hazard.
- Purchase price based on market value established by a third-party appraisal completed no more than 36 months prior to sale.



- The Agreement of Purchase and Sale would include a buy-back agreement stipulating that the Town may repurchase the property at 90% of the purchase price if construction is not commenced within 24 months from the closing date.
- Prospective buyers would be dealt with on a first come / first serve basis, except where multiple offers exist on the same property, the CAO, at their sole discretion, may evaluate the Site Development Proposal.
- The CAO will have sole discretion over timing and conditions of the sale, but may refer decision to Council where warranted.
- All sales are reported to Council at or before the next scheduled Committee of the Whole meeting.

Minor amendments to Policy 2300-01 Sale of Usable Town Owned Lands are also included that refers to the subject policy in the case of industrial land sales.

**DISCUSSION:** The sale process as described above gives the Town the ability to respond quickly to potential sales of industrial lands, but provides a level of protection against speculative lands buyers.

**FINANCIAL IMPLICATIONS:** Proceeds of the sale and ongoing tax revenue.

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

**ENVIRONMENTAL IMPLICATIONS:** None specific to this issue.

**COMMUNITY ENGAGEMENT:** Active promotion of the Industrial Park.

**ALTERNATIVES:** 1) reject this policy and require all individual sales be approved by Council. 2) approve this policy with changes.

**ATTACHMENTS:** Industrial Park Land Purchase and Sale Policy, and Policy 2300-01 Sale of Usable Town Owned Lands.

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



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

---

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

**PURPOSE**

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

**POLICY**

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

**APPLICATION**

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

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

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

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

## ROLES AND RESPONSIBILITIES

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

For Administrative Use Only:

## VERSION LOG

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

Minutes reference date:

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

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

## **PURPOSE**

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

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

## **POLICY**

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

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

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

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

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

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

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
<b>Director, Planning &amp; Economic Development</b>	Property sale facilitation

For Administrative Use Only:

## VERSION LOG

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

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

# SYNOPSIS

## COMMUNITY SUPPORT GRANTS POLICY AMENDMENTS

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

Previous practise by policy was to forward social equity grant applications to the respective committees of Poverty Reduction, Inclusion Diversity and Equity or Accessibility for review and provide recommendation to Council on the awarding of grants. This was at times not timely or conducive to being able to award grants to organizations in a timely manner to meet their operational needs.

Staff are therefore recommending the wording of the policy be changed from “will” be referred to the respective committee for a recommendation to “may” be referred to the respective committee.

### **MOTION:**

**That Council approve the amendments to the Community Support Grants Policy.**

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

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

**DATE:** March 24, 2025

**SUBJECT:** Community Support Grants Policy Amendments

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

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

**RECOMMENDATION:** That Council approve the following revisions to section 5(d) of the Community Support Grants policy:

**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 **may** be referred to the respective committees for a recommendation.

**BACKGROUND:** Previous practise by policy was to forward social equity grant applications to the respective committees of Poverty Reduction, IDE or Accessibility for review and provide recommendation on the awarding of grants. This was at times not timely or conducive to being able to award grants to organizations in a timely manner to meet their operational needs.

**DISCUSSION:** With the quarterly meeting schedule of the combined Accessibility, Inclusion, Diversity and Equity Committees, and the fact that we no longer have a Poverty Reduction Advisory Committee this would make it even more difficult to award grants in a timely manner. Changes are being requested by staff to the existing policy that could still allow this process to happen if council or staff are unsure of how to proceed with an application. The change in wording would allow this to continue if needed but not make it mandatory.





**AMHERST TOWN COUNCIL**

**RFD# 2025033**

**Date: March 24, 2025**

It is felt by staff that this recommendation will make our grant program more responsive to the community organizations but still consider review by committees at the discretion of council.

**FINANCIAL IMPLICATIONS:** None

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

**ENVIRONMENTAL IMPLICATIONS:** None

**COMMUNITY ENGAGEMENT:** Community engagement will continue as always.

**ALTERNATIVES:**

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

**ATTACHMENTS:** Revised Community Support Grants Policy

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Report prepared by: Sharon Bristol  
Report and Financial approved by:



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

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**APPROVAL DATE:** 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

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

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

### **3. ALLOCATION OF FUNDS**

Council is not obligated to:

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

### **4. 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;

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

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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 **may** be referred to the respective committees for a recommendation.

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

**e. Large Scale Projects**

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

**6. APPLICATION PROCESS**

The following outlines the application process:

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

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

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

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

## **7. APPROVAL PROCESS**

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

## **8. AUTHORITY OF THE CHIEF ADMINISTRATIVE OFFICER**

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

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

## **9. PAYMENT PROCESS**

For amounts over \$1,000 payment will be made at time of award 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**  
**POLICY NO: 72000-08**

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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: \_\_\_\_\_**



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

## ROLES AND RESPONSIBILITIES

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

For Administrative Use Only:

## VERSION LOG

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

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

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

# SYNOPSIS

## INSTALLMENT BILLING POLICY AMENDMENTS

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This policy was originally adopted and approved in April 2000 with amendments in March 2008 and March 2011. The Installment Billing Policy provides authority and guidelines for interim tax billing as per section 112 of the Municipal Government Act, which allows taxpayers to pay their property taxes in two installments rather than a single payment each year.

As part of the ongoing policy review, this policy has been reviewed with the following amendments being recommended:

- Creation of a new policy statement.
- Updated interim tax bill due date to be the last business day in May.
- Define the final tax bill due date as the last business day in September.
- Added that final tax bills are to be issued in August each year.

### **MOTION:**

**That Council approve the amendments to the Installment Billing Policy**

**#3800-03.**



## AMHERST TOWN COUNCIL

RFD# 2025027

Date: March 24, 2025

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

**SUBMITTED BY:** Sarah Wilson, Director of Finance

**DATE:** March 24, 2025

**SUBJECT:** Policy Review – Installment Billing Policy

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**ORIGIN:** Policy Review.

**LEGISLATIVE AUTHORITY:** Town of Amherst Installment Billing Policy, #3800-03.

**RECOMMENDATION:** That Council approve the amendments to the Installment Billing Policy #3800-03.

**BACKGROUND:** The policy was originally adopted and approved in April 2000 with amendments in March 2008 and March 2011. The Installment Billing Policy provides authority and guidelines for interim tax billing as per section 112 of the Municipal Government Act.

**DISCUSSION:** As part of the policy review, this policy has been reviewed, and a copy of the amended version is attached. The text highlighted in red is new wording and the text that is struck out is being removed. The following changes are being recommended:

- Creation of a new policy statement.
- Updated interim tax bill due date to be the last business day in May.
- Define the final tax bill due date as the last business day in September.
- Added that final tax bills are to be issued in August each year.

**FINANCIAL IMPLICATIONS:** Allows taxpayers to pay their property taxes in two installments rather than a single payment each year.

**COMMUNITY ENGAGEMENT:** No community engagement required.

**ENVIRONMENTAL IMPLICATIONS:** No environmental implications.

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

**ALTERNATIVES:**

1. Do not accept the recommended changes and keep policy as it.
2. Make additional changes to the policy.

**ATTACHMENTS:** Installment Billing Policy, #3800-03 with changes noted in red.

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Report prepared by: Denise Smith, Manager of Financial Services

Report and Financial approved by:



**TITLE: INSTALLMENT BILLING POLICY**  
**SECTION: CORPORATE SERVICES FINANCIAL MANAGEMENT**  
**POLICY NO: 03800-03**

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

**POLICY STATEMENT**

To establish a policy for the installment tax billing of real property taxes levied by the Town of Amherst under authority of Section 112 of the Municipal Government Act.

**PURPOSE:**

To provide authority and guidelines for interim tax billing.

1. In each year, an amount of the last year's assessment times one half of the tax rate levied in the previous fiscal year shall be due and payable ~~to the Treasurer~~ on the 31<sup>st</sup> **last business** day of May. These interim tax bills will be issued during the month of April of each year.
2. The rates levied against the property for the current fiscal year, less the payment made under Section 1 of this policy, shall be due and payable on ~~a date to be determined by a resolution of Council~~ **the last business day of September**. **The final tax bills will be issued during the month of August each year.**

Title/Role	Responsibilities
<b>Director of Finance/Manager of Financial Services</b>	To ensure policy is followed by staff.
<b>Revenue Collection Officer</b>	To ensure bills are issued twice per year.

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
<b>Policy review – update wording</b>	Manager of Financial Services	Council	

Minutes reference dates: March 28, 2011 March 31, 2008 April 20, 2000

# SYNOPSIS

## ANNUAL PERFORMANCE REVIEW CHIEF ADMINISTRATIVE OFFICER POLICY

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The annual Chief Administrative Officer performance evaluation process is underway, and a review of the policy was completed to ensure conformity with the evaluation process.

The following updates are being recommended to the policy:

- Minor grammar corrections in the policy statement, purpose and policy sections highlighted in yellow;
- Minor reorganization of the paragraphs within the policy to improve the readability and create a more cohesive flow of information;
- Appendix 1, “Performance of Duties and Annual Performance Review”, used an excerpt from the previous CAO’s contract that was no longer applicable. The excerpt has been updated to reflect the applicable section of the current CAO’s contract.
- Policy moved to the new policy template as the policy was last reviewed in 2016.

### **MOTION:**

**That Council approve the amendments to the Annual Performance Review – Chief Administrative Officer Policy #10350-25.**



## AMHERST TOWN COUNCIL

RFD# 2025038

Date: March 24, 2025

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

**SUBMITTED BY:** Krista Crossman, Director, Human Resources

**DATE:** March 24, 2025

**SUBJECT:** **Annual Performance Review (CAO) Policy**

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**ORIGIN:** Policy review as part of the annual performance evaluation process.

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

**RECOMMENDATION:** That Council approve the amendments to the Annual Performance Review – Chief Administrative Officer Policy #10350-25.

**BACKGROUND:** The annual performance evaluation process is underway, and a review of the policy was completed to ensure conformity with the evaluation process.

**DISCUSSION:** This policy has been reviewed, and the following updates are being recommended:

- Minor grammar corrections in the policy statement, purpose and policy sections highlighted in yellow;
- Minor reorganization of the paragraphs within the policy to improve the readability and create a more cohesive flow of information;
- Appendix 1, "Performance of Duties and Annual Performance Review", used an excerpt from the previous CAO's contract that was no longer applicable. The excerpt has been updated to reflect the applicable section of the current CAO's contract.
- Policy moved to the new policy template as the policy was last reviewed in 2016.

**FINANCIAL IMPLICATIONS:** There are no financial implications. Policy updates only.

**COMMUNITY ENGAGEMENT:** No community engagement is required.

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

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

**ALTERNATIVES:**

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

**ATTACHMENTS:**

#10350-25 Annual Performance Evaluation – Chief Administrative Officer Policy (AMENDED)

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Report prepared by: Krista Crossman, Director, HR

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**TITLE: ANNUAL PERFORMANCE REVIEW – CHIEF ADMINISTRATIVE OFFICER**  
**SECTION: EXECUTIVE OPERATIONS**  
**POLICY NO: 10350-25**

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

### **POLICY STATEMENT**

The Chief Administrative Officer (CAO) is the only direct employee of Council and is the connecting link between Council and municipal operations. This position derives its authority under Sections 28, 30 and 31 of the *Municipal Government Act*.

- The chief administrative officer is the head of the administrative branch of the government of the municipality and is responsible to the council for the proper administration of the affairs of the municipality in accordance with the by-laws of the municipality and the policies adopted by the council;
- The council shall communicate with its employees of the municipality solely through the chief administrative officer, except that the council may communicate directly with employees of the municipality to obtain or provide information;
- The council shall provide direction on the administration, plans, policies and programs of the municipality to the chief administrative officer; and
- No council member, committee or member of a committee established by the council shall instruct or give instruction to, either publicly or privately, an employee of the municipality.

Regular performance reviews ensure that the CAO is provided with accurate and appropriate **feedback with goals for the purpose of enabling and achieving** corporate objectives and improving municipal performance.

### **PURPOSE**

The performance evaluation of the CAO is a valuable instrument which can serve any or all of the following purposes:

- To formally discuss the relationship between Council and the CAO;
- To ensure that there is clarity with regard to the position expectations of the CAO;
- To provide an assessment of the performance of the role, responsibilities and authority as set out in legislation, Town policy and job description;
- To set objectives and criteria for future evaluation; and
- To serve as the basis for salary adjustments.

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**TITLE: ANNUAL PERFORMANCE REVIEW – CHIEF ADMINISTRATIVE OFFICER**  
**SECTION: EXECUTIVE OPERATIONS**  
**POLICY NO: 10350-25**

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The annual performance review is part of an ongoing performance management process by which Council and the CAO work together to plan, monitor and review the work objectives and overall contribution to the organization. This is part of a continuous process of setting objectives, assessing progress and providing on-going feedback. The annual review of the CAO's performance should include the development of measurable criteria that:

- Align with the organization's strategic direction and culture;
- Are practical and easy to understand and use;
- Provide an accurate picture of expectation and performance;
- Include a collaborative process for setting goals and reviewing performance based on two-way communication between the Council and CAO;
- Monitor and measure results (what) and behaviours (how);
- Ensure that administrative work plans support the **strategic** direction of the organization;
- Identify and recognize accomplishments
- Support administrative decision-making

## **SCOPE**

This policy applies to the Chief Administrative Officer as the only employee of Town Council.

## **POLICY**

There shall be a CAO review committee of Council to facilitate and support excellent communications and positive collaborative effort between the CAO and elected officials. The Committee will consist of the Mayor, Deputy Mayor and the most recent Deputy Mayor. Where the most recent Deputy Mayor is not a member of Council, Council shall appoint another member of Council instead.

The review will be completed by December 31 annually, or another date as mutually agreed by the Committee and the CAO. The review will provide Council with the opportunity to assess the CAO's performance for the prior year and to clarify goals and expectations for the upcoming year.

Should the review not have been scheduled by March 31 of the following year, the CAO shall initiate the scheduling of the meeting.

Scheduling the date and time of the review shall be the responsibility of the Mayor in consultation with the Committee and the CAO.

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**TITLE: ANNUAL PERFORMANCE REVIEW – CHIEF ADMINISTRATIVE OFFICER**  
**SECTION: EXECUTIVE OPERATIONS**  
**POLICY NO: 10350-25**

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Meetings of the CAO Review Committee and any meetings of Council regarding the CAO's performance review shall be held in-camera.

The process to be followed will be as has been agreed in **section 4** of the CAO's employment contract (excerpt at Appendix 1 of this Policy).

The CAO shall be assured that any comments regarding performance shall be strictly confidential and will not be released to any other staff member or the public.

A comprehensive appraisal form based on the core competencies of the job description and annual corporate goals and priorities should be jointly developed and agreed upon by the Committee and the CAO.

The CAO shall be given sufficient time to prepare for and respond to the performance appraisal. The appraisal shall be conducted at a time that is convenient to both the Council and CAO.

Council shall convene an annual strategic planning session in the fall of each year to determine and/or confirm the Town's strategic direction for the coming year. The Town's strategic direction, as approved by Council, shall be documented and forwarded to the CAO within 30 days of the annual **strategic** planning session.

The CAO shall draft a list of goals, objectives and training requirements for discussion during the review process.

The completed appraisal document shall be signed by the Mayor and CAO and be placed in the confidential personnel file.

Council may meet periodically throughout the year to discuss performance with the CAO, to review progress achieved on goals and priorities previously established and approved by Council.

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**TITLE: ANNUAL PERFORMANCE REVIEW – CHIEF ADMINISTRATIVE OFFICER**  
**SECTION: EXECUTIVE OPERATIONS**  
**POLICY NO: 10350-25**

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**APPENDIX 1**  
**PERFORMANCE OF DUTIES AND ANNUAL PERFORMANCE REVIEW**  
**(Excerpt from CAO Employment Contract)**

4. (a) The Employee shall perform their duties in a professional manner that is expected of a CAO.
- (b) If the Employee successfully completes the probationary period, the Town of Amherst shall perform an annual review (the “Performance Review”) of the Employee’s performance.
- (c) The parties agree that clearly articulated, mutually agreed and measurable performance expectations are fundamental to an effective, efficient, and healthy employment relationship. Thus, the parties commit to using a goal-setting process for the CAO’s performance evaluation. The process shall be similar to the process utilized for Town staff, and it shall commence with a goal-setting process, with specific expectations, as well as commitments by the Town, to provide the support and communications that shall provide mutual commitment to success.
- (d) Council shall appoint a CAO Review Committee to oversee an annual Performance Evaluation and Development Plan. The objectives of the Performance Evaluation and Development plan are:
- (e) To ensure that Council and the CAO understand the responsibilities and priorities of the position as included in the approved position description; and to provide the CAO an opportunity to discuss such responsibilities to increase efficiencies and effectiveness of the organization.
- (f) To provide an opportunity for the Town and the CAO to dialogue on the organization’s priorities, operations and objectives.
- (g) To provide feedback to the CAO regarding the Town’s evaluation as to the CAO’s performance in carrying out the assigned responsibilities.
- (h) To discuss and obtain mutual agreement for long-term objectives and goals for the CAO and the position in the organization.
- (i) To discuss and identify both short- and long-term training requirements, based on position responsibilities and organizational objectives.
- (j) To provide a forum to discuss the factors that are considered in the approval of salary scale increments.
- (k) To discuss revisions to this Employment Agreement.

**TITLE: ANNUAL PERFORMANCE REVIEW – CHIEF ADMINISTRATIVE OFFICER**  
**SECTION: EXECUTIVE OPERATIONS**  
**POLICY NO: 10350-25**

- (2) It is explicitly agreed that the annual goal setting process shall result in reasonable and achievable goals along with adequate resources from the Town, to support their achievement. The goals shall be accompanied by reasonable, mutually agreed upon annual measures and indicators.
- (3) The Town agrees that the process will be completed in writing and annually (by December 30, or at another date as mutually agreed, each year and in writing by the parties).
- (4) The CAO Review Committee shall present Council, in an *in camera* session, with a report that summarizes its findings and recommendations.
- (5) Upon completion of its work, the CAO Review Committee is to give all documents it reviewed or generated as part of this process to the Mayor to be retained in the office of the Mayor, with a duplicate copy given to the CAO.

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
<b>Mayor</b>	The Mayor will: <ol style="list-style-type: none"> <li>a. Lead and oversee the CAO performance review process;</li> <li>b. Ensure the review aligns with municipal goals and objectives;</li> <li>c. Provide feedback based on Council priorities and strategic initiatives;</li> <li>d. Work with the Review Committee and HR Director to prepare and deliver the final performance evaluation each year.</li> </ol>
<b>CAO Review Committee</b>	The CAO Review Committee will: <ol style="list-style-type: none"> <li>a. Participate fully in the annual review process;</li> <li>b. Assess performance and set goals for the upcoming year;</li> <li>c. Align the review with Council’s strategic direction.</li> </ol>
<b>Chief Administrative Officer</b>	The Chief Administrative Officer will: <ol style="list-style-type: none"> <li>a. Provide self-assessment and updates on progress toward municipal objectives;</li> <li>b. Engage in the review process to discuss performance, achievements, and challenges;</li> <li>c. Implement feedback and improvement strategies as required.</li> </ol>
<b>Director, Human Resources</b>	The Director of Human Resources will: <ol style="list-style-type: none"> <li>a. Assist in facilitating the review process by providing best practices for performance evaluations;</li> <li>b. Ensure the review is conducted fairly, consistently and in compliance with applicable HR policies;</li> <li>c. Supports Council with relevant HR metrics, data and/or feedback mechanisms.</li> </ol>

**TITLE: ANNUAL PERFORMANCE REVIEW – CHIEF ADMINISTRATIVE OFFICER**  
**SECTION: EXECUTIVE OPERATIONS**  
**POLICY NO: 10350-25**

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
<b>Policy Review:</b> correct grammar errors, update Appendix 1 to align with current CAO contract	Director, HR	Council	<div style="background-color: yellow; width: 100px; height: 15px;"></div>

**MINUTES REFERENCE DATE**

October 3, 2016

# SYNOPSIS

## CITIZEN APPOINTMENTS TO THE AMHERST BOARD OF POLICE COMMISSIONERS

---

Two of the three citizen appointment terms on the Amherst Board of Police Commissioners expire March 31, 2025. Staff advertise to fill these vacancies in The Casket and on Town of Amherst social media. Two applications were received, one from a current appointee whose term is expiring, Caprice Barbour, and one from former Councillor and Board member George Baker.

The By-law Respecting the Amherst Board of Police Commissioners states that one citizen appointment shall be for a one-year term, and two citizen appointments shall be for two-year terms. The third citizen appointment is currently in the middle of a two-year appointment which will expire March 31, 2026.

### **MOTION:**

**That Council appoint Caprice Barbour to the Amherst Board of Police Commissioners effective April 1, 2025 to March 31, 2027, and appoint George Baker effective April 1, 2025 to March 31, 2026.**

---

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

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

**DATE:** March 24, 2025

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

---

**ORIGIN:** Two of our three current citizen appointee terms expire March 31, 2025

**LEGISLATIVE AUTHORITY:** Bylaw Respecting the Amherst Board of Police Commissioners

**RECOMMENDATION:** That Council appoint Caprice Barbour to the Amherst Board of Police Commissioners effective April 1, 2025 to March 31, 2027, and appoint George Baker effective April 1, 2025 to March 31, 2026.

**BACKGROUND:** Two of the three citizen appointment terms on the Amherst Board of Police Commissioners expire March 31, 2025. The By-law Respecting the Amherst Board of Police Commissioners states that one citizen appointment shall be for a one-year term, and two citizen appointments shall be for two-year terms.

**DISCUSSION:** Two applications were received, one from a current appointee whose term is expiring, Caprice Barbour, and one from former Councillor and Board member George Baker.

**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 March 5, 2025 and was also promoted through our social media channels with a deadline of March 12, 2025 to apply.

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

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

**ALTERNATIVES:** Do not make these appointments at this time and continue to seek expressions of interest. This is not recommended as it will leave the Board with only one citizen appointment and two vacancies.

**ATTACHMENTS:** None

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Report prepared by: Natalie LeBlanc

Report and Financial approved by:



# SYNOPSIS

## CITIZEN APPOINTMENTS TO THE TOWN OF AMHERST PLANNING ADVISORY COMMITTEE

---

The Planning Advisory Committee has three citizen appointee members, two of these appointments will expire on March 31, 2025. Staff advertised to fill these vacancies in The Casket and on Town of Amherst social media, five applications were received.

The Planning Advisory Committee Policy states that appointments may be made for up to two years, therefore staff are recommending these appointments be made from April 1, 2025 to March 31, 2027.

### **MOTION:**

**That Council appoint Ron Wilson and Paul Diamond to the Planning Advisory Committee effective April 1, 2025 to March 31, 2027.**



## AMHERST TOWN COUNCIL

RFD# 2025030

Date: March 24, 2025

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

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

**DATE:** March 24, 2025

**SUBJECT:** Citizen Appointments to the Planning Advisory Committee

---

**ORIGIN:** The membership for two of our three PAC citizen appointees expires March 31, 2025.

**LEGISLATIVE AUTHORITY:** Planning Advisory Committee Policy.

**RECOMMENDATION:** That Council appoint Ron Wilson and Paul Diamond to the Planning Advisory Committee effective April 1, 2025 to March 31, 2027.

**BACKGROUND:** The Planning Advisory Committee has three citizen appointee members, two of the appointments will expire on March 31, 2025. The role of the Planning Advisory Committee is to advise Council respecting the preparation, or amendments to, the Town's Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw, as well as other general land use planning matters. This Committee also hears appeals and makes decision with respect to Dangerous and Unightly Premises, and acts as the Heritage Advisory Committee.

**DISCUSSION:** Staff advertised to fill these vacancies and received five applications. The Planning Advisory Committee Policy states that appointments may be made for up to two years, therefore staff are recommending these appointments be made from April 1, 2025 to March 31, 2027.

**FINANCIAL IMPLICATIONS:** There are no financial implications regarding committee appointments; they are volunteers.

**COMMUNITY ENGAGEMENT:** A notice was placed in The Casket March 5, 2025 and on Town of Amherst social media advertising for these appointments, with a March 12, 2025 deadline for applications.

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

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

**ALTERNATIVES:** Appointments are necessary as two of our three current citizens appointments expire March 31, 2025.

**ATTACHMENTS:** None

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Report prepared by: Natalie LeBlanc, Municipal Clerk

Report and Financial approved by:



# **SYNOPSIS**

## **CITIZEN APPOINTMENT TO THE NORTH TYNDAL WELLFIELD ADVISORY COMMITTEE**

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The Town of Amherst citizen appointee to the North Tyndal Wellfield Advisory Committee expires March 31, 2025. The North Tyndal Wellfield Advisory Committee Policy 31700-05 states that two members of each Council from the Town of Amherst and the Municipality of the County of Cumberland are to be appointed to the Committee, as well as two citizen members, one appointed by each the Town of Amherst and the Municipality of the County of Cumberland.

Following calls for expressions of interest in The Casket and on Town of Amherst social media staff received one application from our current citizen appointee, Keith Thompson. Keith has served on this Committee for a number of years and brings related experience and knowledge with him.

### **MOTION:**

**That Council appoint Keith Thompson to the North Tyndal Wellfield Advisory Committee effective April 1, 2025 to March 31, 2027.**

---

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

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

**DATE:** March 24, 2025

**SUBJECT:** Citizen Appointment to the North Tyndal Wellfield Advisory Committee

---

**ORIGIN:** The North Tyndal Wellfield Advisory Committee Policy 31700-05 states that two members of each Council are to be appointed to the Committee, as well as two citizen members, one appointed by each the Town of Amherst and the Municipality of the County of Cumberland.

**LEGISLATIVE AUTHORITY:** Municipal Government Act, Section 44; and the North Tyndal Wellfield Advisory Committee Policy 31700-05

**RECOMMENDATION:** That Council appoint Keith Thompson to the North Tyndal Wellfield Advisory Committee effective April 1, 2025 to March 31, 2027.

**BACKGROUND:** The Town of Amherst citizen appointee to the North Tyndal Wellfield Advisory Committee expires March 31, 2025.

**DISCUSSION:** Following calls for expressions of interest staff received one application from our current citizen appointee, Keith Thompson. Keith has served on this Committee for a number of years and brings related experience and knowledge with him.

**FINANCIAL IMPLICATIONS:** Citizen appointments to Committees are volunteer positions, therefore there are no financial implications resulting from this appointment.

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

**ENVIRONMENTAL IMPLICATIONS:** Having a knowledgeable citizen on the committee will assist with giving Council expert advice on matters regarding the protection of our groundwater.

**COMMUNITY ENGAGEMENT:** An ad calling for expressions of interest appeared in The Casket on March 5, 2025 and on Town of Amherst social media with a deadline of March 12 to apply.

**ALTERNATIVES:** 1. Delay this appointment and continue to solicit expressions of interest;





**AMHERST TOWN COUNCIL**

**RFD# 2025031**

**Date: March 24, 2025**

2. Make no citizen appointment at this time, however both of these options would leave the Committee with no Town of Amherst citizen representation at this time.

**ATTACHMENTS:** None

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Report prepared by: Natalie LeBlanc

Report and Financial approved by:



# **SYNOPSIS**

## **APPOINTMENT TO THE AMHERST YOUTH TOWN COUNCIL**

---

The Amherst Youth Town Council provides Council with a youth perspective on a wide variety of issues in our Town.

Furthermore, involving youth in the community adds value to youth development. It empowers our young people to be active participants in their community through positive engagement and decision making which encourages them to become responsible members of society. Youth have creativity in problem solving and should be taken into consideration when making municipal decisions.

In accordance with the Amherst Youth Town Council Policy, there is an ability to accept up to 15 members. Currently there are 8 students on the AYTC.

### **MOTION:**

**That Council appoint Krissa Murray to the Amherst Youth Town Council.**



## Amherst Town Council

RFD# 2025023

Date: March 24, 2025

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

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

**DATE:** March 24, 2025

**SUBJECT:** Appointments to Amherst Youth Town Council

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**ORIGIN:** Ongoing recruitment of members to the Amherst Youth Town Council (AYTC)

**LEGISLATIVE AUTHORITY:** Amherst Youth Town Council Policy, #10350-21

**RECOMMENDATION:** That Council appoint Krissa Murray to the Amherst Youth Town Council.

**BACKGROUND:** In accordance with the Amherst Youth Town Council Policy, there is an ability to accept up to 15 members. Currently there are 8 students on AYTC.

**DISCUSSION:** Involving youth in the community adds value to youth development; it empowers our young people to be active participants in their community through positive engagement. The Amherst Youth Town Council also provides Council with a youth perspective on issues pertaining to the youth in Amherst.

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

**COMMUNITY ENGAGEMENT:** Ongoing

**ENVIRONMENTAL IMPLICATIONS:** While there are no direct environmental implications with filling the positions on the Youth Council, involvement of the younger generation tends to support protection and preservation of the environment.

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

**ALTERNATIVES:** These appointments are at Council's discretion

**ATTACHMENTS:** None

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Report prepared by: Sharon Bristol

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# SYNOPSIS

## LIVESCAN FINGERPRINTING SYSTEM REPLACEMENT

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The Amherst Police Department's current LiveScan system is in excess of 10 years old and the software and hardware components are no longer supported by industry. This system is used to digitally scan and send fingerprint information to the Canadian Police Information Centre databases and allows for near instantaneous results on checks. It is a required instrument for any Police agency. Most agencies are replacing their LiveScan System this coming year as a result.

This item is being brought to Council at this time as staff received a quote for the device for budgeting purposes. We have very recently been informed that the price will increase by about \$10,000 in the next couple of weeks. Staff are asking that Council approve this one capital budget item now in order to avoid the price increase. This device has been recommended by the Amherst Board of Police Commissioners for inclusion in the upcoming capital budget.

### **MOTION:**

**That Council approve \$40,000 in the 2025/2026 capital budget for the purchase of a new LiveScan system to replace the current system.**



## AMHERST TOWN COUNCIL

RFD# 2025024

Date: March 24, 2025

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

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

**DATE:** March 24, 2025

**SUBJECT:** Capital Budget 2025/26 – LiveScan Fingerprinting System Replacement

---

**ORIGIN:** 2025/2026 Capital Budget

**AUTHORITY:** Town of Amherst Procurement Policy; MGA 65 Power to expend money

**RECOMMENDATION:** That Council approve \$40,000 in the 2025/2026 capital budget for the purchase of a new LiveScan system to replace the current system.

**BACKGROUND:** This item is brought to Council at this time as staff received a quote for the device for budgeting purposes. We have very recently been informed that the price will increase by about \$10,000 in the next couple of weeks. Staff are asking that Council approve this one capital item now in order to avoid the price increase. This device has been recommended by the Police Commission for inclusion in the upcoming capital budget.

**DISCUSSION:** Our current LiveScan system is in excess of 10 years old, the software and hardware components are no longer supported and the computer poses a security risk. This system is used to digitally scan and send fingerprint information to the Canadian Police Information Centre databases and allows for near instantaneous results on checks. It is a required instrument for any Police agency. Most agencies are replacing their LiveScan System this coming year as a result.

In 2014, the National Police Information Services Advisory Board resolved that all Canadian police services and law enforcement partners must submit fingerprint forms electronically to the Canadian Criminal Real-Time Identification Service. As a result, our paper-based system was phased out so that all agencies had to purchase or have access to a LiveScan system to submit fingerprints collected as a result of criminal charges or to run fingerprint based criminal record checks for screening purposes for employment, adoptions, citizenship, foreign travel and other purposes. Automating the submissions of fingerprints is a key factor for accurate, complete and timely criminal records updates because they reduce the administrative errors and burden associated with paper-based processes and criminal records maintenance. In order to submit the fingerprint forms electronically, Police Services need to procure LiveScan devices.

Criminal fingerprints are scheduled on Wednesdays and are primarily completed by our By-Law Officer. On average, we schedule 7-8 people for prints on Wednesdays for this purpose, which does not include fingerprinting people held in custody for court or for identification purposes for criminal record checks, both of which are common occurrences.



As noted, our current LiveScan system was purchased in 2014 and Thales has determined that it is at 'end of life' as the software and hardware components are no longer supported and the computer poses a security risk. As a sole-source supplier our quote for this capital purchase was received in October 2024. In our last communications with Thanex, the quoted price will expire on April 7, 2025.

**FINANCIAL IMPLICATIONS:** \$40,000.00 from the 2025/2026 Capital Budget.

**COMMUNITY ENGAGEMENT:** NA

**ENVIRONMENTAL IMPLICATIONS:** None to my knowledge.

**SOCIAL JUSTICE IMPLICATIONS:** None to my knowledge.

**ALTERNATIVES:** Do not purchase a system and run the risk of using current system for another year before replacing.

**ATTACHMENTS:** NIL.

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

# SYNOPSIS

## PROVINCIAL CAPITAL ASSISTANCE PROGRAM (PCAP) FUNDING APPLICATION

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The proposed 2025/26 capital budget includes a \$650,000 project to install an ultraviolet disinfection system at the Town's Wastewater Treatment Facility.

When the treatment plant was put into service in 2012, the Nova Scotia Department of Environment and Climate Change allowed the plant to operate without an ultraviolet disinfection system as it was hoped the engineered wetlands would provide the level of treatment required. Unfortunately, the plant has not been able to achieve full compliance with the requirements for E.Coli Bacteria and a UV disinfection system must now be added to the treatment process.

This project is eligible for 50% funding under the Provincial Capital Assistance Program (PCAP) and requires a resolution from Council be submitted with the application. Council's approval to submit a funding application does not commit council to all or any part of the project should the application be denied.

### **MOTION:**

**That Council approve the Provincial Capital Assistance Program funding application for an ultraviolet disinfection system for the Town's wastewater treatment facility and authorize the CAO to submit the application on behalf of the Town.**



**AMHERST TOWN COUNCIL**

**RFD# 2025028**

**Date: March 24, 2025**

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

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

**DATE:** March 24, 2025

**SUBJECT:** **PCAP Infrastructure Funding Application**

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**ORIGIN:** 2025/26 proposed Capital Budget and the Provincial Capital Assistance Program (PCAP).

**LEGISLATIVE AUTHORITY:** MGA Section 65 The council shall adopt an operating budget and a capital budget for each fiscal year.

**RECOMMENDATION:** That Council approve the Provincial Capital Assistance Program funding application for an ultraviolet disinfection system for the Town’s wastewater treatment facility and authorize the CAO to submit the application on behalf of the Town.

**BACKGROUND:** The proposed 2025/26 capital budget includes a \$650,000 project to install an ultraviolet disinfection system at the Town’s Wastewater Treatment Facility.

The treatment plant has been in operation since October 2012. At that time, Nova Scotia Environment and Climate Change (NSECC) allowed the plant to operate without an ultraviolet disinfection system as it was hoped the engineered wetlands would provide the level of treatment required. As the plant has not been able to achieve compliance with the effluent discharge requirements set out by NSECC for E.Coli Bacteria and as required by our permit to operate a wastewater treatment facility a UV disinfection system must be added to the treatment process.

**DISCUSSION:** This project is eligible for 50% funding under the Provincial Capital Assistance Program (PCAP) and requires a resolution from Council be submitted with the application. Council’s approval to submit a funding application does not commit council to all or any part of the project should the application be denied.

**FINANCIAL IMPLICATIONS:** The total value of the project is \$650,000. If the application is approved PCAP would fund 50% (\$325,000) and the Town would pay 50% (\$325,000)

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications as a result of this decision.





**AMHERST TOWN COUNCIL**

**RFD# 2025028**

**Date: March 24, 2025**

**ENVIRONMENTAL IMPLICATIONS:** Installing a UV treatment system at this time will ensure compliance with Provincial Legislation and also demonstrates Council's commitment to protection of the environment.

**COMMUNITY ENGAGEMENT:** Prior to construction work taking place, a public notification program will be undertaken.

**ALTERNATIVES:**

1. Do not include this project in the capital budget and do not submit the funding application.
2. Submit a funding application for a different project.

**ATTACHMENTS:** None

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



# SYNOPSIS

## REQUEST FOR ADDITIONAL SPACE - ADDENDUM TO THE CUMBERLAND ADULT NETWORK FOR UPGRADING (CANU) LEASE

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The Cumberland Adult Network for Upgrading is a non-profit organization dedicated to helping adults in Cumberland County improve their literacy, and technology skills. They work with adults 19 years of age and older who do not have a high school diploma and offer all of their programs free of charge.

They have been a tenant of the Town's since 2016 and currently leases space on the second floor of the library for use as their classrooms and office space. They have a need for additional classrooms and would like to lease 3 rooms adjacent to their existing space.

There are limited options for an alternative use for this space without significant renovation costs as they currently do not have independent outside access.

The 3 rooms, plus the hallway that CANU would like to rent are a combined 564 square feet. At the current lease rate of \$10.40/ft<sup>2</sup> the monthly rent for this additional space will be \$488.80 per month plus HST.

### **MOTION:**

**That Council approve the Addendum to the lease agreement between CANU and the Town, and further authorize the Mayor and CAO to sign on behalf of the Town.**

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

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

**DATE:** March 24, 2025

**SUBJECT:** Cumberland Adult Network for Upgrading (CANU)  
Request to Lease Additional Space

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**ORIGIN:** Request from the CANU executive Director to rent additional class room space on the second floor of the Four Fathers Library located at 21 Acadia Street.

**LEGISLATIVE AUTHORITY:** Municipal Government Act (MGA), Section 51 concerning the sale or lease of municipal property.

**RECOMMENDATION:** That Council approve the Addendum to the lease agreement between CANU and the Town for approval, and further authorize the Mayor and CAO to sign on behalf of the Town.

**BACKGROUND:** CANU has been a tenant of the Town's since 2016 and currently leases space on the second floor of the library for use as their classrooms and office space. They have a need for additional classrooms and would like to lease 3 of the vacant rooms adjacent to their existing space.

The Town did investigate using this vacant space for municipal purposes but it would require a significant investment (\$50,000 or more) to create a separate entrance as these rooms are currently only accessible through CANU's leased space.

**DISCUSSION:** The additional classroom space in question is currently vacant and no municipal use for this space has been identified. As mentioned above, there are limited options for this space without significant renovation costs as it currently does not have an independent outside access.

**FINANCIAL IMPLICATIONS:** CANU currently pays \$2,466.99 plus HST per month in rent for 2,444 square feet of dedicated space and 403 square feet of space shared with the library. The additional 3 rooms plus the hallway CANU would like to rent are a combined 564 square feet. At the current rate of \$10.40/ft<sup>2</sup> the new monthly rent would be \$2,955.79 plus HST or an increase of \$488.80 per month plus HST.



## AMHERST TOWN COUNCIL

RFD# 2025025

Date: March 24, 2025

**SOCIAL JUSTICE IMPLICATIONS:** CANU is a non-profit organization dedicated to helping adults in Cumberland County improve their literacy and technology skills. Their mandate is to work with adults 19 years of age and older who do not have a high school diploma and have been out of school for at least one year. All of their programs are provided free of charge.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications as a result of entering into this agreement.

**COMMUNITY ENGAGEMENT:** There is no community engagement contemplated at this time

**ALTERNATIVES:**

1. Refer the Addendum back to staff for further negotiations with CANU.
2. Do not renew the request and look for other municipal uses for the space.

**ATTACHMENTS:**

Draft Addendum to the Lease  
Current lease agreement

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



**THIS LEASE** made this 13 day of April, 2022

**BETWEEN:**

**THE TOWN OF AMHERST**

(Hereinafter referred to as the "Landlord")

- and -

**CUMBERLAND ADULT NETWORK FOR UPGRADING**

(Hereinafter referred to as the "Tenant")

**WITNESSES AS FOLLOWS:**

**Article 1 - Basic Terms and Definitions**

**1.1 Basic Terms**

- (a) Landlord: Town of Amherst  
Address: 98 East Victoria Street, Amherst, Nova Scotia, B4H 1X6
- (b) Tenant: Cumberland Adult Network for Upgrading (CANU)  
Address: Amherst, Nova Scotia
- (c) Building: 21 Acadia Street, Amherst, Nova Scotia
- (d) Premises: 2<sup>nd</sup> Floor, (approx.. 2847 of floor area), 21 Acadia Street, Amherst, NS
- (e) Leased Premises: 2444 sq. ft. of Dedicated Space together with an area to be shared with Cumberland Regional Library Board equalling 1072 Sq. Ft. of Shared Space. The Tenant shall pay 100% of the Rent and Operating Costs of the Dedicated Space and 37.6% of the Rent and Operating Costs of the Shared Space (403 sq. ft.). The Landlord and Tenant covenant that the calculated Tenant's share of the Operating Costs of the Building is 21.3% and which percentage shall not be subject to arbitration. The Landlord's estimation of the Tenant's share of Operating costs is attached hereto as Schedule "C".
- (f) Term The Lease term is five years. The Tenant may extend the Lease for a further Five Year Term in accordance with the Renewal Provisions in Section 2.6

Commencement Date: January 1, 2022

End of Term: December 31, 2026

(g) Rent:

<u>Period</u>	<u>Per Sq.Ft./Year</u>	<u>Per Year</u>	<u>Per Month</u>
Jan 1/22 – Dec 31/26	\$6.00	\$17,082.00	\$1,423.50

- (h) Permitted Use: Administrative offices, education classrooms, Common Area and Shared Space of the Tenant.
- (i) Lease Year: The Lease Year runs from January 1<sup>st</sup> of each year to December 31<sup>st</sup> of the same year.
- (j) Termination - Either party may terminate the Lease with cause upon ninety (90) days' notice in writing.
- (k) HST: HST shall be paid in addition to Rent and Operating Costs.
- (l) Schedules Forming Part of this Lease:

Schedule "A" – Leased Space Calculation and Operating Budget Costs

## 1.2 Definitions

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

- (a) "Building" means the building located at the address set out in Section 1.1(d)
- (b) "Shared Space" means those areas of the Building which serve or are for the benefit of all tenants of the Building and includes the lobby and entrances;
- (c) "Lands" means the land on which the Building is located;
- (d) "Operating Costs" means the total of all costs and expenses attributable to the maintenance, repair, and operation of the building and Leased Premises including, without limiting the generality of the foregoing:
  - (i) 100% of all costs for maintenance and repairs to the Dedicated Space including painting, drywall, flooring, ceilings, glazing, electrical and data fixtures and outlets, doors and hardware;
  - (ii) 37.6% of the costs for maintenance and repair of the Shared Space including painting, drywall, flooring, ceilings, glazing, electrical and outlets, doors and hardware. and of the costs of the maintenance contracts for the elevator and heat pumps for the second floor of the Building;
  - (iii) 21.3% (calculated per Schedule "A") of the costs of electric power, water, sewer, solid waste removal, parking lot snow removal, security system, and of the costs of the contracts for the elevator and heat pumps for the second floor of the Building; the cost of maintaining and repairing all equipment and materials used in connection with any of the foregoing and including all costs incurred by the landlord in maintaining insurance with respect to the Lands and Building.
- (e) "Leased Premises" means that portion of the Building to be occupied by the Tenant including the Shared Space and Dedicated Space;

- (f) "Dedicated Space" include that part of the second floor east of the Cumberland Regional Library premises and the men's washroom including 3 classrooms, 3 offices, storage area, washroom and common area together with adjacent corridors; and
- (g) "Shared Space" means the area on the second floor of the Building to be shared between the Tenant and the Cumberland Regional Library Board (or it's successors) including the washrooms, janitorial closet and the corridor and stairwell by the kitchen.

## **Article 2 – Possession and Terms**

### **2.1 Demise**

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

### **2.2 Measurement**

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

### **2.3 Term**

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

### **2.4 Delay in Possession**

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

### **2.5 Over Holding**

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

### **2.6 Renewal or Extension**

The Tenant has the option to renew the Lease for one further Five (5) Year Term with terms identical to this Lease. The Tenant is obligated to give the Landlord notice in writing on or before the 1st day of October, 2026 of its intention to renew the Lease. Should the Tenant choose to renew this Lease, the Term shall commence on January 1<sup>st</sup>, 2027 for a term of five years, and end on December 31<sup>st</sup>, 2031.

## **2.7 Right To Terminate**

At any time during the Term or any renewal thereof, either the Landlord or the Tenant may terminate this lease upon written notice to the other party without obligation or liability. Such termination notice shall be given at least twelve (12) months prior to the effective date of termination. On the effective date, the Tenant shall deliver up vacant possession of the Premises in accordance with its obligations under this lease

## **Article 3 – Financial Requirements**

### **3.1 Covenant to Pay**

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

### **3.2 Rent**

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, in lawful money of Canada, without any prior demand, as annual Rent, the annual sum(s) set out in Section 1.1(g) in equal monthly installments in advance in the amounts set out in Section 1.1(g), on the first day of each and every month during the Term.

### **3.3 Operating Costs in Monthly Installments**

In addition to the Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term, pay to the Landlord, in lawful money of Canada, the Tenant's Proportionate Share of the Operating Costs of the building concurrently with the payment of Rent.

### **3.4 Realty Taxes**

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

### **3.5 Payment**

Prior to commencement of each Lease Term, the Landlord shall estimate the amount of the annual Operating Costs for the facility and notify the Tenant in writing of such estimate, providing reasonable details as to the breakdown and calculation thereof. The amount so estimated shall be payable in equal monthly installments in advance on the first of each and every month over the Lease Term such that the Landlord will have in its hand an amount sufficient to pay each installment. At the end of each Lease Term, the Landlord shall re-estimate the amounts payable for the next Lease Term,. In the event of a change, the Tenant shall pay in accordance with such estimates. The Tenant acknowledges that the estimated Operating Costs for the initial Lease Term is as set out in Schedule "B" annexed hereto.

### **3.6 Readjustment of Operating Costs**

Upon receiving formal notification from the tenant of their intention to renew the lease (Clause 2.6 , the Landlord shall project the Operating Costs for the next 5 years of the Lease, and shall so notify the Tenant, providing reasonable details as to the breakdown and calculation. The landlord may also adjust the Base Lease costs to reflect current market conditions in the Town of Amherst and notify the tenant accordingly.

### **3.7 Payment Method**

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

### **3.8 Rent Past Due**

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

## **Article 4 – Control and Operation of Building**

### **4.1 Building Operation and Repair**

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

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

### **4.2 Water to Air Heat Pump Heating and Air Conditioning**

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

### **4.3 Tenant Requirements**

If the use by the Tenant or the installation of partitions, equipment or fixtures by the Tenant necessitates the re-balancing of the climate control equipment in the Premises, such re-balancing will be performed by the Landlord at the Tenant's expense, upon demand.

### **4.4 Tenant's Responsibilities**

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

#### **4.5 Use of Common Areas**

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

#### **4.6 Use of Shared Space**

That Tenant's staff and students shall share space on the same floor as the Leased Premises as shown on Schedule "A" hereof with the staff of the Cumberland Regional Library (or its successor tenant). This Shared Space is the kitchen, the second floor washrooms, the hallway adjacent to the kitchen, janitorial closet, washrooms, the elevator and the stairway beside the kitchen. The Tenant shall be responsible to provide the paper towels, toilet paper and hand soap for the shared washrooms.

#### **4.7 Janitorial Services**

The Tenant shall provide janitorial services for the Dedicated Leased Premises at its own expense.

### **Article 5 – Use of Premises**

#### **5.1 Use of Premises**

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

#### **5.2 Observance of Law**

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

#### **5.3 Waste and Nuisance**

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

### **Article 6 – Maintenance, Repairs and Alteration of the Premises**

#### **6.1 Maintenance and Repair of Premises**

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

## **6.2 Inspection and Entry**

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

## **6.3 Repair Where the Tenant at Fault**

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

## **6.4 Signs**

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

## **6.5 Surrender of Premises**

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

# **Article 7 – Insurance and Indemnification**

## **7.1 Indemnity by Tenant**

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

## **7.2 Tenant's Insurance**

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

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

## **Article 8 – Assignment and Subletting**

### **8.1 Assignment, Subletting**

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

### **8.2 No Advertising**

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

## **Article 9 – Quiet Enjoyment**

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

## **Article 10 – Destruction or Damage to Building**

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

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

- (b) in the event that the Landlord does not so terminate this Lease under Section 10.2(a), or in the event of lesser damage, the Landlord shall, at its expense, repair the building to base building standards, and the Rent shall abate from the date of the happening of such damage or destruction until thirty (30) days after the Landlord has completed such repairs.
- (c) In performing any reconstruction or repair, the Landlord may effect changes in the building and its equipment and systems and minor changes in the location or area of the Premises; and
- (d) Notwithstanding anything else herein contained, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Building or the Premises or are not payable to or received by the Landlord, the Landlord may terminate this Lease on notice to the Tenant.

## **10.2 – Fitness for Occupancy**

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

## **Article 11 – Default**

The following constitutes an Event of Default under this Lease:

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

- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' installment of Rent, all of which shall accrue on a day-to-day basis and shall immediately become due and payable as accelerated rent.

**11.1 Distress**

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

**11.2 Costs**

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

**11.3 Remedies Cumulative**

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

**Article 12 – General**

**12.1 Force Majeure**

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

**12.2 Effect of Waiver or Forbearance**

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations in this Lease shall be or be deemed to be waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent.

### **12.3 Notices**

Any notice required or contemplated by any provision of this Lease shall be given in writing and addressed, in the case of the Landlord, to it at the address noted in Section 1.1(a) and in the case of the Tenant, to it at the address noted in Section 1.1(b), and delivered or sent by facsimile or by prepaid courier or by registered mail, postage prepaid, return receipt requested. The time of receipt of such notice, if mailed, shall be conclusively deemed to be the third business day after the day of such mailing unless regular mail service is interrupted by strikes or other irregularities. Such notice, if delivered or sent by facsimile, shall be conclusively deemed to have been received at the time of such delivery or the time of sending by facsimile.

### **12.4 Arbitration**

Any disputes concerning the interpretation or application of this agreement, including but not limited to the calculation of Operating Costs, shall be settled by the arbitration, of a single arbitrator appointed jointly by the Chief Administrative Officers of the parties hereto. If the parties are unable to agree on a single arbitrator, then either party may apply to a judge of the Supreme Court of Nova Scotia for the appointment of an arbitrator. The arbitrator so appointed, shall carry out such inquires and hold such hearings that he/she deems appropriate. The cost of the arbitrator shall be paid equally by the parties hereto. No costs shall be awarded by the arbitrator. The provisions of the Commercial Arbitration Act of Nova Scotia shall apply to any arbitration pursuant to the terms of this agreement.

### **12.5 Entire Agreement**

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relation to this Lease, save as expressly set out or incorporated by reference herein. This Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

### **12.6 Time of the Essence**

Time shall be of the essence of this Lease and every party thereof:

### **12.7 Successors and Assigns**

All rights, advantages, privileges, immunities, powers and things hereby secured to the Landlord and to the Tenant shall be secured to and exercisable by their successors and permitted assigns, as the case may be, and all covenants, liabilities and obligations entered into or imposed hereunder upon the Landlord and the Tenant shall be equally binding upon their successors and permitted assigns, as the case may be.



**Schedule "A"**

**Space Calculation**

Basic space using CANU needs and current configuration. (See plan attached)	2444 sf	
Shared Space (washrooms, elevator, corridor) <i>(Based on 37.6% of total shared with Lib. HO – 1072sq ft Total 2<sup>nd</sup> Floor space is 6500sf)</i>	403 sf	
<b>Total square feet leased</b>	<b>2847 sf</b>	
<b>Lease rate</b>	<b>\$6.00 sf</b>	
<b>Basic lease</b>		<b>\$17,082</b>

**Share of operating cost calculation**

Gross Building area	13350 sf	
CANU Area	2847 sf	
CANU share of floor area	21.3%	
Operating cost for building based on 2020 <i>(Includes Power, Maintenance, Insurance, Solid Waste And Snow Removal)</i>	\$58,788.00	
<b>CANU share at 21.5%</b>		<b><u>\$12,521.84</u></b>
<b>Total Lease and Operating Costs</b>		<b><u><u>\$29,603.84</u></u></b>

**Monthly Lease and Operating costs** **\$2,466.99 plus HST**

**CANU Lease Space Calculation**

<b>Basic Space</b>		
3 Classrooms and Corridor	1685 SF	
Offices	464 SF	
Common Area	<u>295 SF</u>	
	2444 SF	
<b>Shared Space</b>		
Washrooms, staffroom, corridor	1003 SF	
Elevator	<u>69 SF</u>	
	1072 SF	
Basic Space	2444 SF	
Shared Space	<u>403SF</u>	1072SF x 37.6%
<b>Leased Premises</b>	<b>=</b>	<b>2847 SF</b>

**Schedule "B"**

**Calculation of CANU Share of Operating Costs**

First Floor Gross Floor Area	6850SF
Second Floor Gross Floor Area	6500SF
Total Gross Floor Area of Building	13350SF
CANU Floor Area	2444SF = 37.6% of 2 <sup>nd</sup> floor
CANU Share of total Floor Area	2847/13350 = 21.3%

**Projected Operating Cost from Building based on 2020 actuals**

Electric	\$ 30,460.00
Snow Removal	\$ 1,100.00
Solid Waste Pick up	\$ 1,800.00
Insurance	\$ 3,198.00
Building Maintenance	\$ 22,230.00
Materials/Repairs	
Elevator	
Heat Pumps	
H Vac	
Sprinkler	
 Total Annual Operating Costs	 \$ 58,788.00

# LEASE AGREEMENT ADDENDUM

THIS LEASE AMENDING ADDENDUM made this \_\_\_\_ day of \_\_\_\_\_, 2025

**BETWEEN:**

**THE TOWN OF AMHERST**

(Hereinafter referred to as the "Landlord")

- and -

**CUMBERLAND ADULT NETWORK FOR UPGRADING**

(Hereinafter referred to as the "Tenant")

## **BACKGROUND**

- A. The Landlord and tenant entered into the Lease Agreement dated April 12, 2022 for the premises located on the second floor of the Four fathers Library at 21 Acadia Street, Amherst, Nova Scotia.
- B. The Landlord and Tenant desire to amend the Lease Agreement on the terms and conditions set forth in this Lease Amending Addendum, which will take effect on April 1, 2025 with the term ending on December 31, 2026.
- C. This Agreement is the first Addendum to the Lease Agreement.

**IN CONSIDERATION OF** The landlord and tenant agreeing to amend their existing Lease Agreement, both parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

## **AMENDMENTS**

1. The Lease Agreement is amended as follows:
  - a. The addition of 3 additional rooms plus the hallway (as shown in Schedule A), totaling 564 square feet to be included in the leased space at the rate of \$10.40/ft<sup>2</sup>. The lease of this additional space represents an increase in the monthly rent of \$488.80 per month plus HST.
  - b. At any time during the Term, either the Landlord or the Tenant may terminate this additional leased space upon written notice to the other party without obligation or liability. Such termination notice shall be given at least 90 days prior to the effective date of termination. On the effective date, the Tenant shall deliver up vacant possession of the Premises in accordance with its obligations under this lease.

**NO OTHER CHANGES**

- 2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease Agreement remain unchanged and in full force and effect.

**INCORPORATION**

- 3. This Agreement incorporates and is subject to the Lease Agreement.

**Signed, Sealed and Delivered** )  
in the presence of: )  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

**TOWN OF AMHERST:**

Per:

\_\_\_\_\_  
Robert Small  
Mayor

\_\_\_\_\_  
Jason MacDonald  
Chief Administrative Officer

Dated: \_\_\_\_\_

)  
)  
)  
)  
)  
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)  
)  
)  
)  
)

**CUMBERLAND ADULT NETWORK FOR UPGRADING:**

Per:

\_\_\_\_\_  
  
\_\_\_\_\_

Dated: \_\_\_\_\_



# **SYNOPSIS**

## **Development Agreement**

### **First Reading**

### **3 Robie Street**

---

Six Point Star Homes, the owner of 3 Robie Street, has applied for a development agreement to permit the conversion of an existing community hall into an 8-unit apartment building.

A public participation opportunity was held on February 6<sup>th</sup> where no input was provided by the public. On March 3<sup>rd</sup>, the Planning Advisory Committee recommended that Council enter into the agreement as drafted.

The attached draft development agreement contains terms and conditions intended to address the relevant policies of the Municipal Planning Strategy. The development will result in much needed housing near the downtown core.

#### **MOTION:**

**That Council give First Reading of the development agreement for 3 Robie Street to permit the conversion of an existing community hall into an 8-unit apartment building and schedule a Public Hearing for Wednesday, April 9<sup>th</sup>, 2025 at 12:00 noon in Town Hall Council Chambers.**

---

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

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

**DATE:** March 24, 2025

**SUBJECT:** First Reading: 3 Robie Street Development Agreement

---

**ORIGIN:** An application by Six Point Star Homes to convert a former community hall located at 3 Robie Street (PID 25089471) into an 8-unit apartment building.

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

**PAC RECOMMENDATION:** That Council enter into the Development Agreement for 3 Robie Street (PID 25089471) that would allow an 8-unit apartment building as drafted.

**BACKGROUND:** Attached is the draft development agreement. An advertised Public Participation Opportunity was held on February 6, 2025. No members of the public provided input into the proposal.

Council is referred to the attached March 3, 2025 staff report to the Planning Advisory Committee that contains details about the proposed development, input received through the Public Participation Opportunity, information provided by the applicant, and a review of the relevant MPS policies.

**DISCUSSION:** As detailed in the attached staff report to the PAC, the proposal meets the general intent of MPS policies.

**FINANCIAL IMPLICATIONS:** None specific to this issue.

**SOCIAL JUSTICE IMPLICATIONS:** The development agreement process provides opportunities for the public provide input and the development include affordable housing units.

**ENVIRONMENTAL IMPLICATIONS:** This is energy efficient, infill development located close to amenities.

**COMMUNITY ENGAGEMENT:** Public Participation Opportunity and pending First Reading an advertised Public Hearing.



**AMHERST TOWN COUNCIL**

**RFD# 2025040**

**Date: March 24, 2025**

**ALTERNATIVES:** Do not approve first reading citing specific MPS policies that are not being met.

**ATTACHMENTS:** 1) Draft Development Agreement; 2) Staff report and presentation to PAC

---

Report prepared by: A.Fisher

Report and Financial approved by:



This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2025.

Between:

**Tom Mattinson** of Six Point Star Homes, property located at 3 Robie Street [PID 25089471], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP-9 of the Municipal Planning Strategy of the Town of Amherst, to renovate an existing building to include four new units in addition to the existing four units on property located at 3 Robie Street [PID 25089471]

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

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_ Day of \_\_\_\_\_ 2025, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

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

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

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct four (4) additional units within the existing building, subject to Schedules A, B, C and D attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.

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

**SIGNED AND DELIVERED**

In the presence of

\_\_\_\_\_

\_\_\_\_\_

**FOR THE OWNER**

\_\_\_\_\_  
Tom Mattinson, Six Point Star Homes

**THE TOWN OF AMHERST**

\_\_\_\_\_  
Rob Small, Mayor

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

## **Schedule A**

### **3 Robie Street, PID 25089471- Development Agreement**

Terms and Conditions:

#### **1. USE OF LAND AND BUILDINGS**

- 1.0 The use of the property shall be limited to the additional four (4) units, for a total of eight (8) within the existing building located on property shown on Schedule 'B'.
- 1.1 Prior to issuance of a Building Permit, the Owner shall submit construction drawings as required by the Building Code to the satisfaction of the Building Inspector.
- 1.2 The Owner shall be responsible for ongoing compliance with the Town of Amherst Solid Waste Bylaw, including but not limited to, maintenance of solid waste containment where located outside the building.
- 1.3 The Owner shall be responsible for maintaining a screened solid waste containment area(s) at minimum six (6) metres from the rear property line of adjacent properties.
- 1.4 A minimum of 1.25 parking spaces shall be provided for each dwelling unit for a total of 10 spaces on the Lands and shall be generally configured as shown on Schedule 'C'.

#### **2. GENERAL REQUIREMENTS**

- 2.1 The Owner shall keep the Lands and building and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 In addition to *Part 5 – Hours of Construction* under the Town of Amherst Building Bylaw D-6, operation of heavy equipment and electrical generators shall not take place on the property from 8:00 P.M. to 7:00 A.M.
- 2.3 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 2.4 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties or streets.
- 2.5 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste, and taking all reasonable measures to minimize dust.
- 2.6 Accessory buildings may be permitted on the Lands in accordance with the Town of Amherst Land Use Bylaw.

# Schedule B

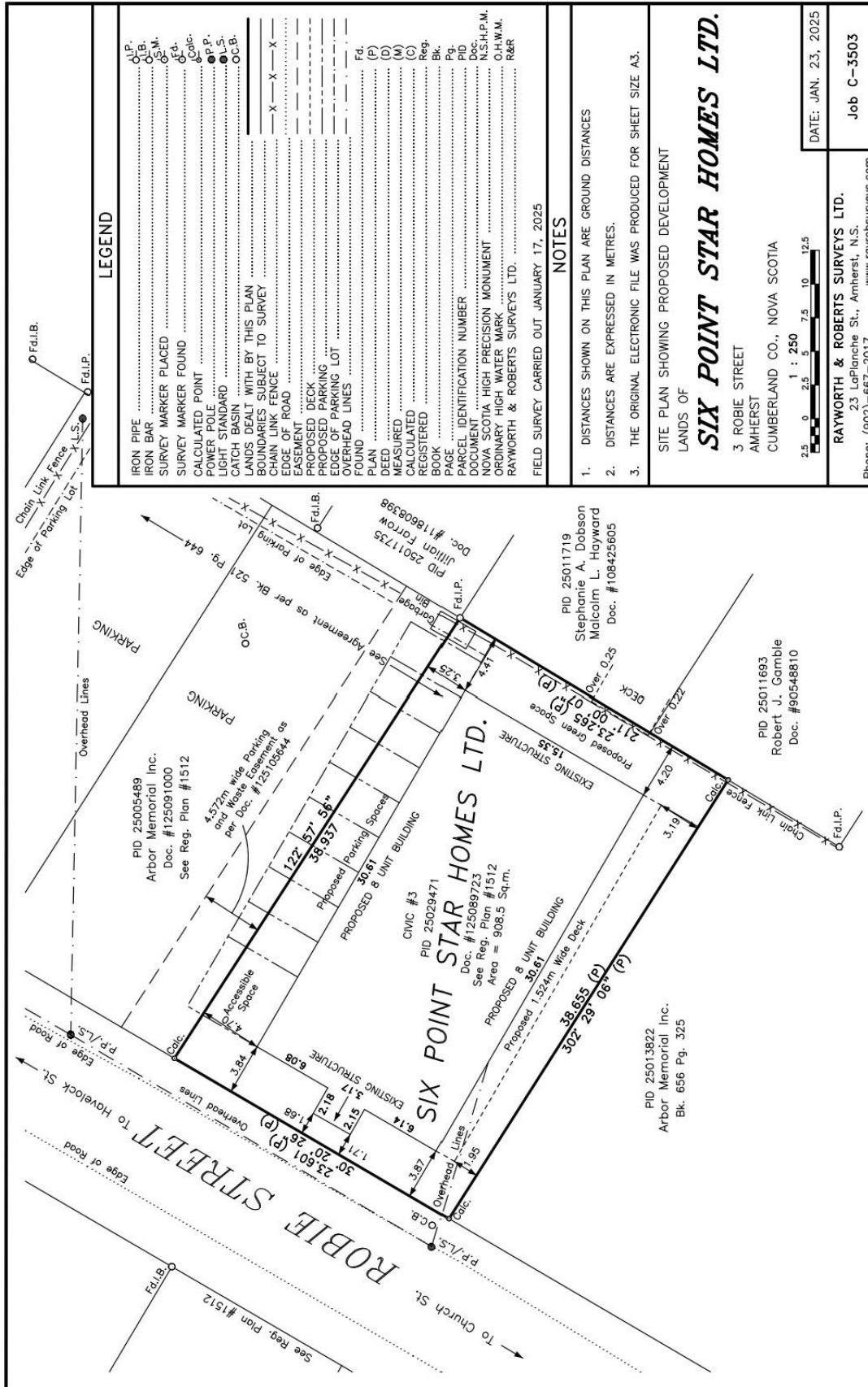
Property Location Map

 3 Robie Street (PID 25089471)



# Schedule C

## Site Plan



### LEGEND

IRON PIPE	.....	O.P.
IRON BAR	.....	O.B.
SURVEY MARKER PLACED	.....	O.S.M.
SURVEY MARKER FOUND	.....	O.S.F.
CALCULATED POINT	.....	C.P.
POWER POLE	.....	P.P.
LIGHT STANDARD	.....	L.S.
CATCH BASIN	.....	C.B.
LANDS DEALT WITH BY THIS PLAN	.....	.....
LANDS NOT SUBJECT TO SURVEY	.....	.....
CHAIN LINK FENCE	.....	.....
EDGE OF ROAD	.....	.....
EASEMENT	.....	.....
PROPOSED DECK	.....	.....
PROPOSED PARKING	.....	.....
EDGE OF PARKING LOT	.....	.....
OVERHEAD LINES	.....	.....
FOUND	.....	.....
PLAN	.....	.....
DEED	.....	.....
MEASURED	.....	.....
CALCULATED	.....	.....
REGISTERED	.....	.....
BOOK	.....	.....
PAGE	.....	.....
PARCEL IDENTIFICATION NUMBER	.....	.....
DOCUMENT	.....	.....
NOVA SCOTIA HIGH PRECISION MONUMENT	.....	.....
ORDINARY HIGH WATER MARK	.....	.....
RAYWORTH & ROBERTS SURVEYS LTD.	.....	.....

### NOTES

- DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES
- DISTANCES ARE EXPRESSED IN METRES.
- THE ORIGINAL ELECTRONIC FILE WAS PRODUCED FOR SHEET SIZE A3.

SITE PLAN SHOWING PROPOSED DEVELOPMENT  
LANDS OF  
**SIX POINT STAR HOMES LTD.**  
3 ROBIE STREET  
AMHERST  
CUMBERLAND CO., NOVA SCOTIA

DATE: JAN. 23, 2025  
Job C-3503  
RAYWORTH & ROBERTS SURVEYS LTD.  
23 LaPlanche St., Amherst, N.S.  
Phone: (902)-667-2017 www.rayrobsurveys.com

# Schedule D

## Elevations

**GENERAL NOTES**

**PRELIMINARY ONLY**  
Not for Construction

**COMPUDRAFT**  
3000 W. 10th St.  
Amherst, NH 03043  
Tel: 603-838-1111

PROPOSED RENOVATION  
by SIX POINT STAR HOMES  
AMHERST, NH

ELEVATIONS

DATE: 11/11/11  
DRAWN BY: TERRY P. McGUIRE  
CHECKED BY: JAMES J. BROWN

PROJECT: CDS24-064  
SHEET: A2

The architectural drawing shows four elevations of a house. The **FRONT ELEVATION** (top left) shows a gabled roof with a brick chimney on the left side, a central entrance with a small porch, and several windows. The **REAR ELEVATION** (top right) shows a similar gabled roof with a brick chimney on the right side and a central entrance. The **LEFT ELEVATION** (middle left) shows a long, low profile with a brick chimney on the left and a series of windows. The **RIGHT ELEVATION** (middle right) shows a long, low profile with a brick chimney on the right and a series of windows. All elevations are drawn at a scale of 1/8" = 1'-0".

FRONT ELEVATION  
SCALE: 1/8" = 1'-0"

REAR ELEVATION  
SCALE: 1/8" = 1'-0"

LEFT ELEVATION  
SCALE: 1/8" = 1'-0"

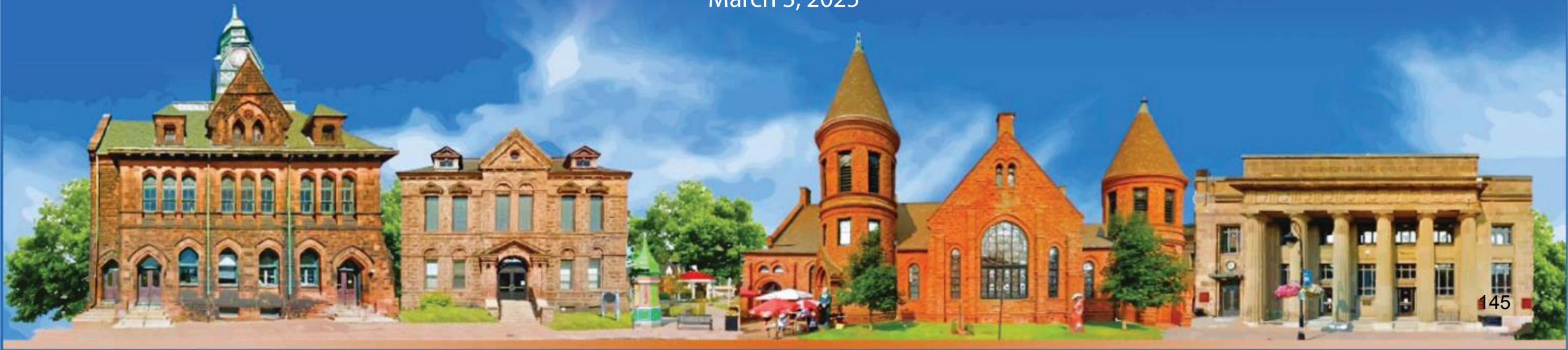
RIGHT ELEVATION  
SCALE: 1/8" = 1'-0"



# Planning Advisory Committee

Development Agreement to Permit the Construction of 4 additional units (total of 8 units) on 3 Robie Street.

March 3, 2025



## **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.

# 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



# Application Details

**Applicant/ Owner:** Tom Mattinson, Six Point Star Homes

**Summary of Proposal:** to construct 4 additional units (for a total of 8) within an existing structure

**Location:** 3 Robie Street (PID:25089471)

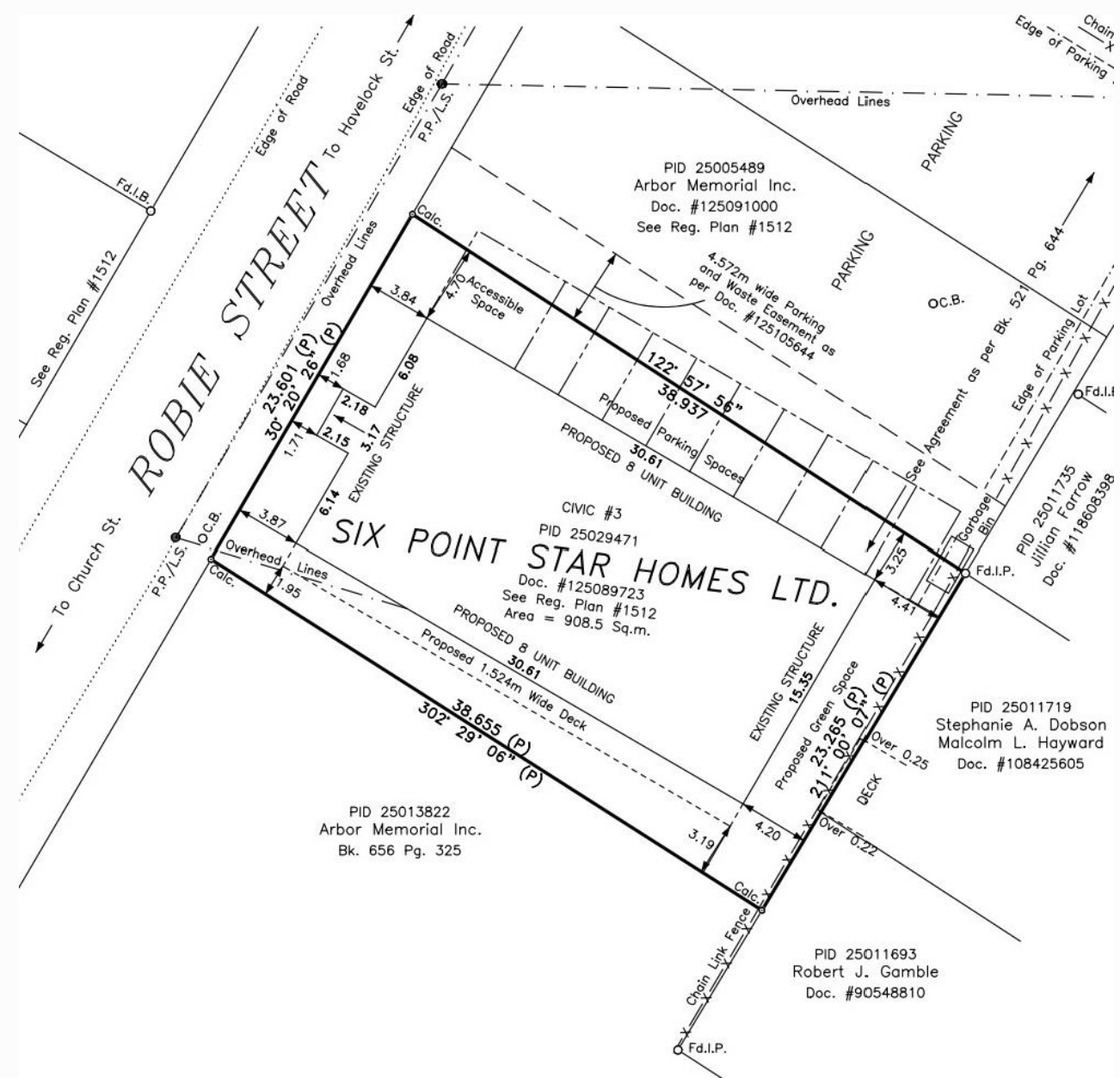
**Total Property Area:** 908.5 sq m (9779 sq ft.)

**Existing Zoning:** General Residential

**Existing Land Use:** Residential

**Parking:** 10 Parking Spaces (1.25/unit)

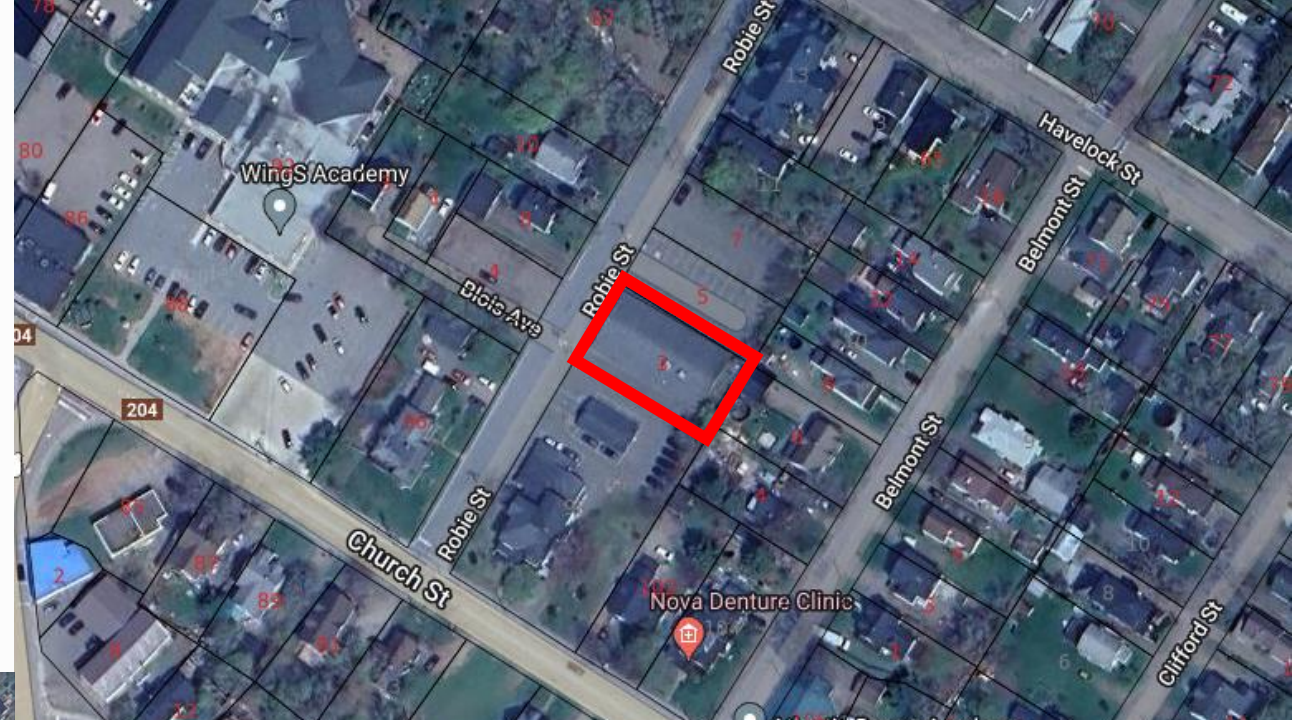
**Street Frontage:** 23m along Robie St.



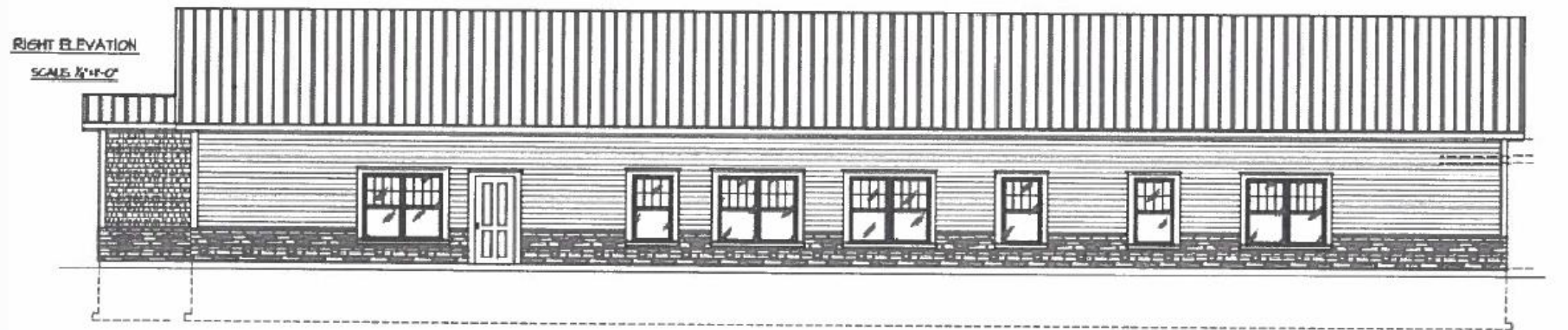
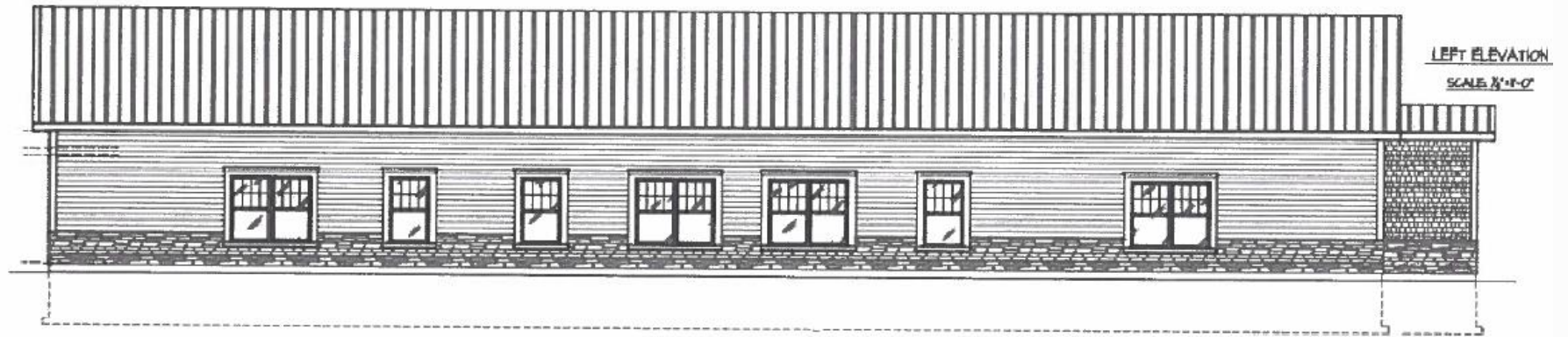
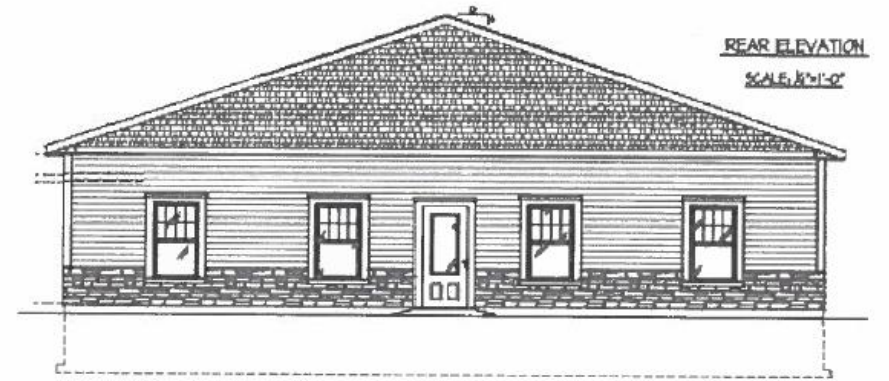
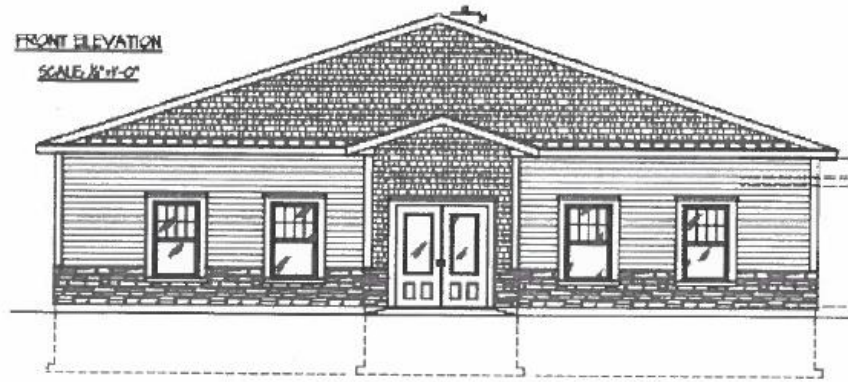


# Neighbourhood Context

- Located in an old Community Hall
- Located west of the YMCA
- Campbell's Funeral Home is to the immediate south
- About a 10 min walk from Town Hall
- Curry Park is a 3 min walk to the north.



# Elevations



# Relevant Planning Bylaws & Policies

## 1. General Land Use and Development Policies

### GP-4 (Efficient Development)

It shall be the intention of Council to ensure that growth and development within the Town is efficient and cost effective by:

- (a) facilitating the contiguous expansion of the built up areas of the Town;
- (b) limiting development in un-serviced areas of the Town;
- (c) concentrating new development in adequately serviced and properly planned areas;
- (d) encouraging and facilitating infill development on underutilized properties within the built up area of town.

### 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 areas of the Town by:

- (a) encouraging a mix of housing types and densities;
- (b) permitting secondary apartments in all dwelling units;
- (c) permitting a secondary residential structure (Garden Suite) on a lot;
- (d) cooperating with Federal and Provincial Governments to facilitate affordable housing within the Town.

### 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. 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.

# MEMO

**TO:** Planning Advisory Committee  
**FROM:** Torben Laux, Land Use Planner  
**DATE:** March 3<sup>rd</sup>, 2025  
**RE:** **Development Agreement – 3 Robie Street** (PID 25089471)

---

## **PROPOSAL**

An application by Tom Mattinson of Six Point Star Homes has been submitted for a development agreement (DA) to allow the construction of four units in addition to the four units already approved at 3 Robie Street.

## **PUBLIC PARTICIPATION**

A Public Participation Opportunity (PPO), advertised in accordance with the Policy for Public Participation and Notification, was held on February 6<sup>th</sup>. No members of the public spoke to this application.

## **BACKGROUND INFORMATION**

The attached application briefing provides site details, neighborhood context, and building proposal specifics. This development agreement would permit an additional four units within the existing dwelling. The subject property has a total area of 908.5 square meters (9,779 square feet) and is zoned General Residential. Currently used for residential purposes, the lot features an existing dwelling that will accommodate the proposed units. The site includes ten parking spaces, ensuring a ratio of 1.25 spaces per unit. Located within an established residential neighborhood, the property aligns with surrounding land uses and zoning regulations, supporting a modest increase in density while maintaining compatibility with the area.

## RELEVANT POLICIES

### 1. General Land Use and Development Policies (GP)

#### **GP-4 Efficient Development**

*It shall be the intention of Council to ensure that growth and development within the Town is efficient and cost effective by:*

- (a) facilitating the contiguous expansion of the built up areas of the Town;*
- (b) limiting development in un-serviced areas of the Town;*
- (c) concentrating new development in adequately serviced and properly planned areas;*
- (d) encouraging and facilitating infill development on underutilized properties within the built up area of town*

The proposed development generally satisfies this policy. It is a renovation of an existing building that will require no extension of town infrastructure.

#### **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.*

The proposed development aligns with the aspects of this policy by ensuring compatibility with surrounding land uses while minimizing potential impacts. As a renovation of an existing building within an established neighborhood, the project maintains the residential character of the area. The development agreement addresses visual screening and site layout to further enhance compatibility with the surrounding area.

#### **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 proposed development satisfies all aspects of this policy. By adding four additional residential units within an existing dwelling, the project promotes moderate density increases that align with the character of the neighborhood. The development maintains an appropriate scale and intensity while efficiently utilizing existing infrastructure and services.

## 2. 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.*

As an existing structure, the proposed development is designed to minimize potential impacts on the surrounding residential area. The building's placement remains unchanged, maintaining compatibility with adjacent low-density residential properties.

The development provides 10 parking spaces for 8 units, achieving a ratio of 1.25 spaces per unit, which meets the parking requirements outlined in the Land Use Bylaw. These spaces will be accessible from the Robie Street side, ensuring efficient access and egress while minimizing disruption to neighboring properties. Landscaping, outdoor lighting, and signage provisions are addressed in the Development Agreement to enhance the overall aesthetic and mitigate any potential visual impacts.

Regarding architectural compatibility, the proposed development will retain its existing exterior with the addition of more windows.

**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;*
- (b) permitting secondary apartments in all dwelling units;*
- (c) permitting a secondary residential structure (Garden Suite) on a lot;*
- (d) cooperating with Federal and Provincial Governments to*

The applicant stated that the units will be affordable based on eligibility for Government level funding.

**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 proposed development satisfies the general intent of this policy.

### 3. 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.

## **DISCUSSION & CONCLUSION**

Staff feel the draft DA is in keeping with the general intent of the relevant policies 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 3 Robie Street Development as drafted.**
- Option Two:            Recommend that Council not enter into the Development Agreement for 3 Robie Street.
- Option Three:         Defer a decision and request additional information and /or changes to the proposal.

**STAFF RECOMMENDATION: Option One.**

# **SYNOPSIS**

## **First Reading**

### **Development Agreement**

#### **91 Rupert Street**

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Ocean Breeze Estates, the owner of 91 Rupert Street, has applied for a development agreement to permit the construction of an 18-unit apartment building.

A public participation opportunity was held on February 6<sup>th</sup> where no input was provided by the public. On March 3<sup>rd</sup>, the Planning Advisory Committee recommended that Council enter into the agreement as drafted.

The attached draft development agreement contains terms and conditions intended to address the relevant policies of the Municipal Planning Strategy. The development will result in much needed housing in a central location within a short walking distance of schools.

#### **MOTION:**

**That Council give First Reading of the development agreement for 91 Rupert Street to permit the construction of an 18-unit apartment building and schedule a Public Hearing for Wednesday, April 9<sup>th</sup>, 2025 at 12:00 noon in Town Hall Council Chambers.**



**AMHERST TOWN COUNCIL**

**RFD# 2025041**

**Date: March 24, 2025**

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

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

**DATE:** March 24, 2025

**SUBJECT:** First Reading: 91 Rupert Street development agreement

---

**ORIGIN:** An application by Andrew Cameron with Ocean Breeze Estates to construct an 18-unit apartment building at 91 Rupert Street (PID 25518242).

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

**PAC RECOMMENDATION:** That Council enter into the Development Agreement to allow an 18-unit apartment building at 91 Rupert Street.

**BACKGROUND:** Attached is the draft development agreement. An advertised Public Participation Opportunity was held on February 6, 2025. No members of the public provided input into the proposal.

Council is referred to the attached March 3, 2025 staff report to the Planning Advisory Committee that contains details about the proposed development, any input received through the Public Participation Opportunity, information provided by the applicant, and a review of the relevant MPS policies.

**DISCUSSION:** As detailed in the attached staff report to the PAC, the proposal meets the general intent of MPS policies.

**FINANCIAL IMPLICATIONS:** None specific to this issue.

**SOCIAL JUSTICE IMPLICATIONS:** The development agreement process provides opportunities for the public provide input.

**ENVIRONMENTAL IMPLICATIONS:** This is infill development representing an efficient use of existing infrastructure.

**COMMUNITY ENGAGEMENT:** Public Participation Opportunity and pending First Reading an advertised Public Hearing.





**AMHERST TOWN COUNCIL**

**RFD# 2025041**

**Date: March 24, 2025**

**ALTERNATIVES:** Do not approve first reading citing specific MPS policies that are not being met.

**ATTACHMENTS:** 1) Draft Development Agreement; 2) Staff report and presentation to PAC.

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Report prepared by: A.Fisher

Report and Financial approved by:



This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2025.

Between:

**Andrew Cameron** of Ocean Breese Estate Ltd, property located at 91 Rupert Street [PID 25518242], hereinafter called the “Owner”),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP-9 of the Municipal Planning Strategy of the Town of Amherst, to construct a 3-story, 18-unit apartment building on property located at 91 Rupert Street [PID 25518242]

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

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_ Day of \_\_\_\_\_ 2025, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

- (a) Schedule ‘A’ – Terms and Conditions
- (b) Schedule ‘B’ – Property Location Map
- (c) Schedule ‘C’ – Site Plan
- (d) Schedule ‘D’ – Elevation

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

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the “Lands”. The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct a 3-story, 18-unit apartment building subject to Schedules A, B, C, and D attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.

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

**SIGNED AND DELIVERED**

In the presence of

\_\_\_\_\_

\_\_\_\_\_

**FOR THE OWNER**

\_\_\_\_\_

Andrew Cameron, Ocean Breese Estate Ltd

**THE TOWN OF AMHERST**

\_\_\_\_\_

Rob Small, Mayor

\_\_\_\_\_

Jason MacDonald, MCIP, LPP, CAO

## Schedule A

## 91 Rupert Street, PID 25518242 - Development Agreement

Terms and Conditions:

### 1. USE OF LAND AND BUILDINGS

- 1.0 The use of the property shall be limited to the construction of a 3-story, 18-unit apartment building located on property shown on Schedule 'B'.
- 1.1 Prior to issuance of a Building Permit, the Owner shall submit construction drawings as required by the Building Code to the satisfaction of the Building Inspector.
- 1.2 The Owner shall be responsible for ongoing compliance with the Town of Amherst Solid Waste Bylaw, including but not limited to, maintenance of solid waste containment where located outside the building.
- 1.3 The Owner shall place a privacy fence approximately 1.8 m (6 ft) along the shared property line with 85 Rupert Street and 32 Charles Street.
- 1.4 The Owner shall be responsible for maintaining a screened solid waste containment area(s) at minimum six (6) metres from the rear property line of adjacent properties.
- 1.5 A minimum of 1.83 parking spaces shall be provided for each dwelling unit for a total of 33 spaces on the Lands and shall be generally configured as shown on Schedule 'C'.
- 1.6 The building shall generally conform to the designs shown on Schedule 'C' and 'D'. Variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.7 The Owners shall be responsible for all elements of the Site Plan on the Land generally in accordance with Schedule 'C'. Variations to the Site Plan elements may be permitted, to the satisfaction of the Development Officer and shall not be considered substantial changes to this agreement.
- 1.8 The Owner shall provide a Stormwater Management Plan to reflect the location of the building, as shown on Schedule 'C', designed by a certified engineer.

### 2. GENERAL REQUIREMENTS


- 2.1 The Owner shall keep the Lands and building and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 In addition to *Part 5 – Hours of Construction* under the Town of Amherst Building Bylaw D-6, operation of heavy equipment and electrical generators shall not take place on the property from 8:00 P.M. to 7:00 A.M.
- 2.3 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 2.4 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties or streets.

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

2.6 Accessory buildings may be permitted on the Lands in accordance with the Town of Amherst Land Use Bylaw.

# Schedule B

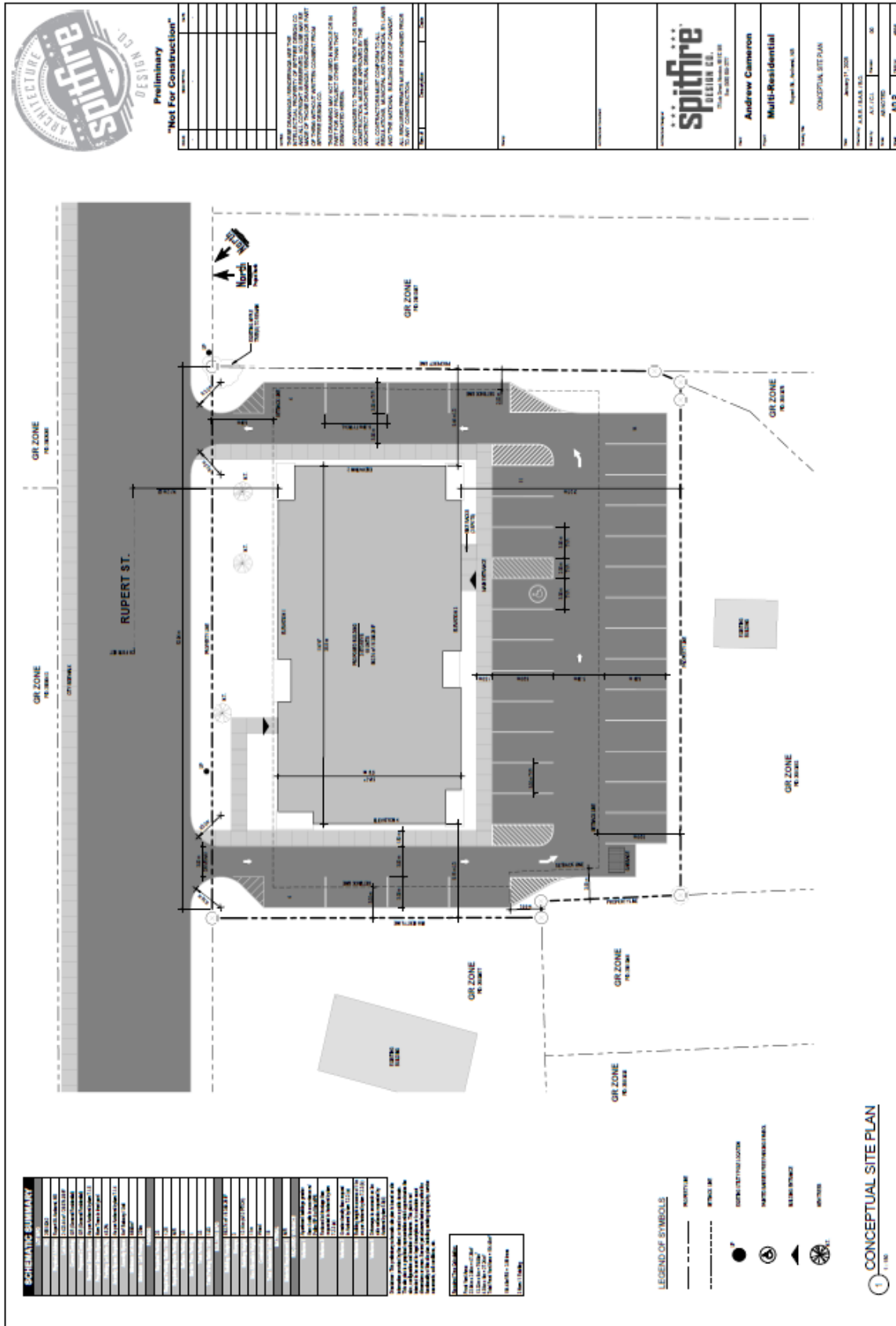
## Property Location Map

 91 Rupert Street (PID 25518242)



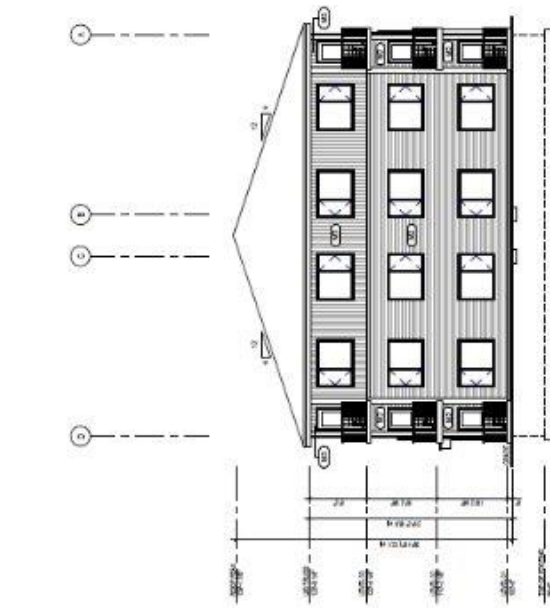
# Schedule C

## Site Plan

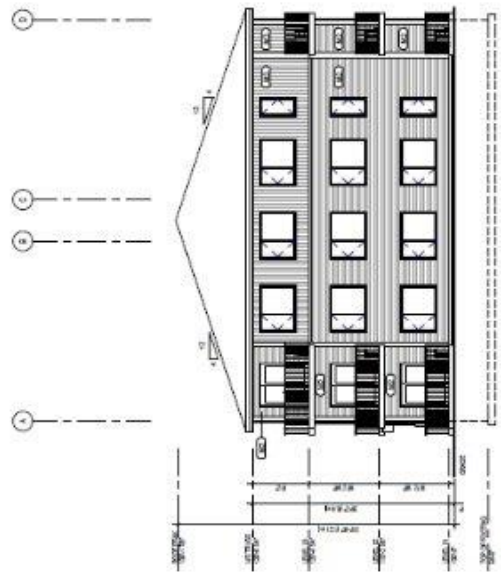


# Schedule D

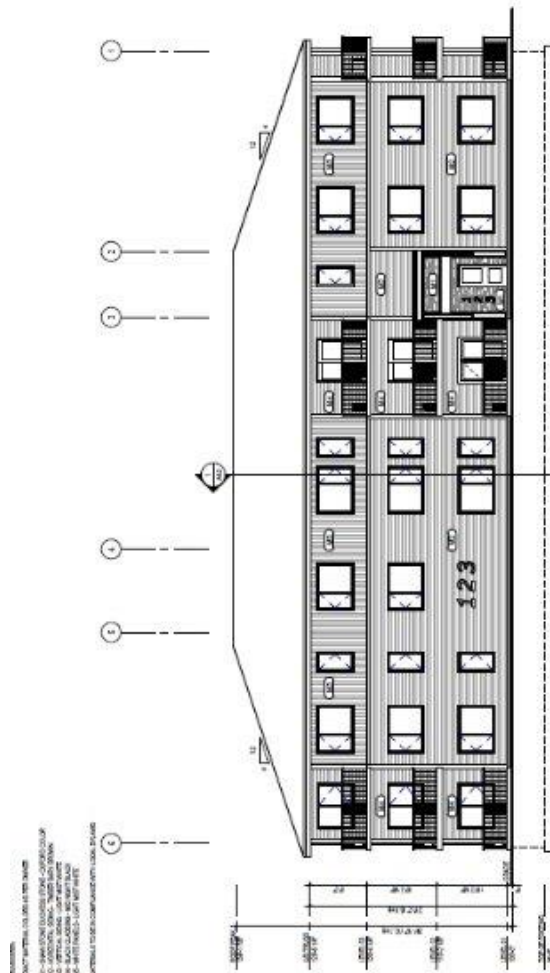
## Elevations



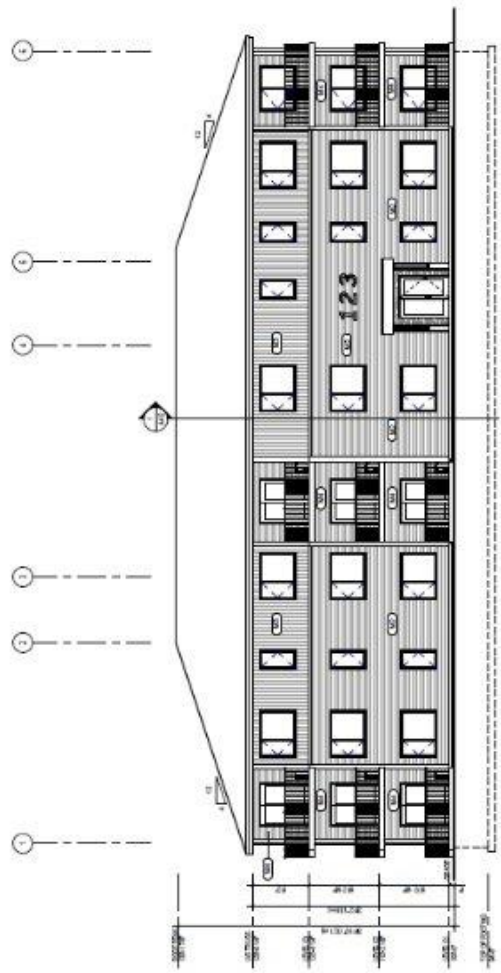
2 ELEVATION 2  
0'-0"



4 ELEVATION 4  
0'-0"



1 ELEVATION 1  
0'-0"



3 ELEVATION 3  
0'-0"

REVISIONS:  
 1. DATE: 10/15/2014  
 2. DATE: 10/15/2014  
 3. DATE: 10/15/2014  
 4. DATE: 10/15/2014  
 5. DATE: 10/15/2014  
 6. DATE: 10/15/2014  
 7. DATE: 10/15/2014  
 8. DATE: 10/15/2014  
 9. DATE: 10/15/2014  
 10. DATE: 10/15/2014

# MEMO

**TO:** Planning Advisory Committee  
**FROM:** Torben Laux, Land Use Planner  
**DATE:** March 3<sup>rd</sup>, 2025  
**RE:** **Development Agreement – 91 Rupert Street** (PID 25518242)

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## **PROPOSAL**

An application by Andrew Cameron of Ocean Breese Estate Ltd, has been submitted for a development agreement (DA) to allow the construction of a 3-story, 18-unit apartment building located at 91 Rupert Street.

## **PUBLIC PARTICIPATION**

A Public Participation Opportunity (PPO), advertised in accordance with the Policy for Public Participation and Notification, was held on February 6<sup>th</sup>. No members of the public spoke to this application.

## **BACKGROUND INFORMATION**

The attached application briefing provides site details, neighborhood context, and building proposal specifics. This development agreement would permit the construction of a three-story, 18-unit apartment building. The subject property, located at 91 Rupert Street (PID: 25518242), has a total area of 2,422 square meters (26,074 square feet) and is zoned General Residential. Currently, the lot is vacant and designated for residential use. The proposed development will include 33 parking spaces, providing a ratio of 1.83 spaces per unit. With 53 meters of frontage along Rupert Street, the project aligns with surrounding land uses and zoning regulations, supporting increased residential density while maintaining compatibility with the neighborhood.

## RELEVANT POLICIES

### 1. General Land Use and Development Policies (GP)

#### **GP-4 Efficient Development**

*It shall be the intention of Council to ensure that growth and development within the Town is efficient and cost effective by:*

- (a) facilitating the contiguous expansion of the built up areas of the Town;*
- (b) limiting development in un-serviced areas of the Town;*
- (c) concentrating new development in adequately serviced and properly planned areas;*
- (d) encouraging and facilitating infill development on underutilized properties within the built up area of town*

The proposed development generally satisfies this policy. It is infill development that will require no extension of town infrastructure.

#### **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.*

The proposed development aligns with the general intent of this policy by incorporating appropriate setbacks to minimize potential impacts on surrounding properties. The building is set back 21.35 m from the rear lot line and 17.4 m (57 ft) from the nearest dwelling, 9.15 m (30 ft) from the property line of 85 Rupert Street, with an additional 7.45 m to the building, and 9.44 m from PID 25013087, a vacant lot. To further enhance privacy and screening, a 1.8 m (6 ft) high opaque fence will be installed along the shared property line with 85 Rupert Street and the rear boundary adjacent to 32 Charles Street.

#### **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 proposed development satisfies the general intent of this policy. The construction of a three-story, 18-unit apartment building introduces a moderate increase in residential density that aligns with the town's growth objectives. The project makes efficient use of a vacant, residentially zoned property within a serviced area, ensuring that the added density is appropriate for the neighborhood.

## 2. 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 is designed to minimize potential impacts on the surrounding residential area through appropriate setbacks and screening measures. The building is set back 21.35 m from the rear lot line, approximately 17.4 m from the nearest dwelling behind the site, 9.15 m from the property line of 85 Rupert Street, with an additional 7.45 m to the building, and 9.44 m from PID 25013087, a vacant lot. A 1.8 m (6 ft) high opaque fence should be installed along the shared property line with 85 Rupert Street and the rear boundary adjacent to 32 Charles Street to enhance privacy.

The development provides 33 parking spaces for 18 units, a ratio of 1.83 spaces per unit, which meets the parking requirements outlined in the Land Use Bylaw. Landscaping will provide additional buffering. Outdoor lighting and signage provisions, as well as landscaping requirements, are addressed in the Development Agreement.

Regarding architectural compatibility, the proposed development is located adjacent to an existing four-story apartment building, approximately 30 m away which is similar in style.

### **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 proposed development satisfies the general intent of this policy.

### **3. 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.

## **DISCUSSION & CONCLUSION**

Staff feel the draft DA is in keeping with the general intent of the relevant policies 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 91 Rupert Street Development as drafted.**

Option Two: Recommend that Council not enter into the Development Agreement for 91 Rupert Street.

Option Three: Defer a decision and request additional information and /or changes to the proposal.

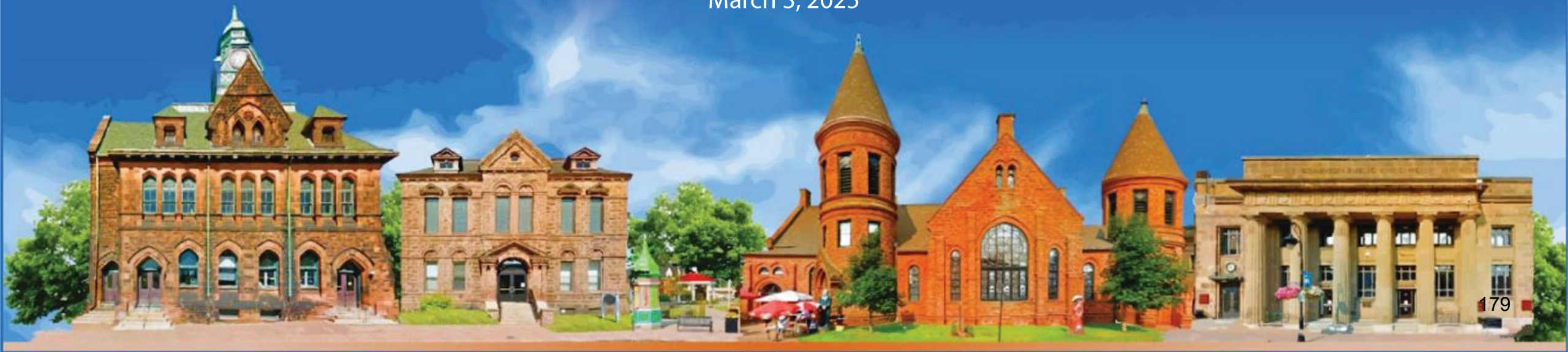
**STAFF RECOMMENDATION: Option One.**



# Planning Advisory Committee

Development Agreement to Permit the Construction of an 18-Unit Apartment Building on 91 Rupert Street.

March 3, 2025



## **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.

# 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



# Application Details

**Applicant/ Owner:** Ocean Breeze Estate Ltd.

**Summary of Proposal:** to construct a 3-story, 18-unit apartment building.

**Location:** 91 Rupert Street. (PID: 25518242)

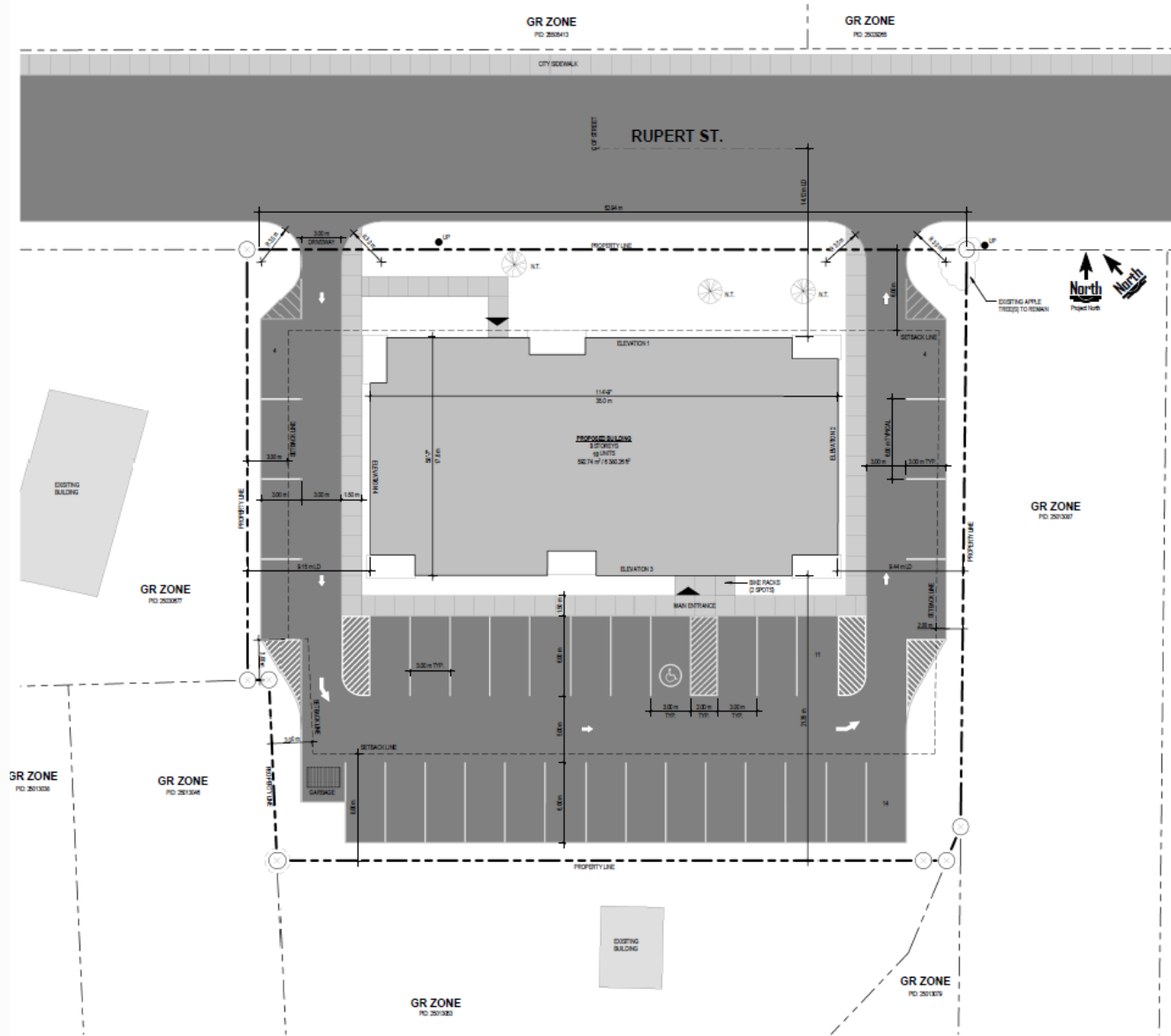
**Total Property Area:** 2422 sqm (26074 sq ft)

**Existing Zoning:** General Residential

**Existing Land Use:** Residential – Vacant Land

**Parking:** 33 Parking Spaces (1.83/unit)

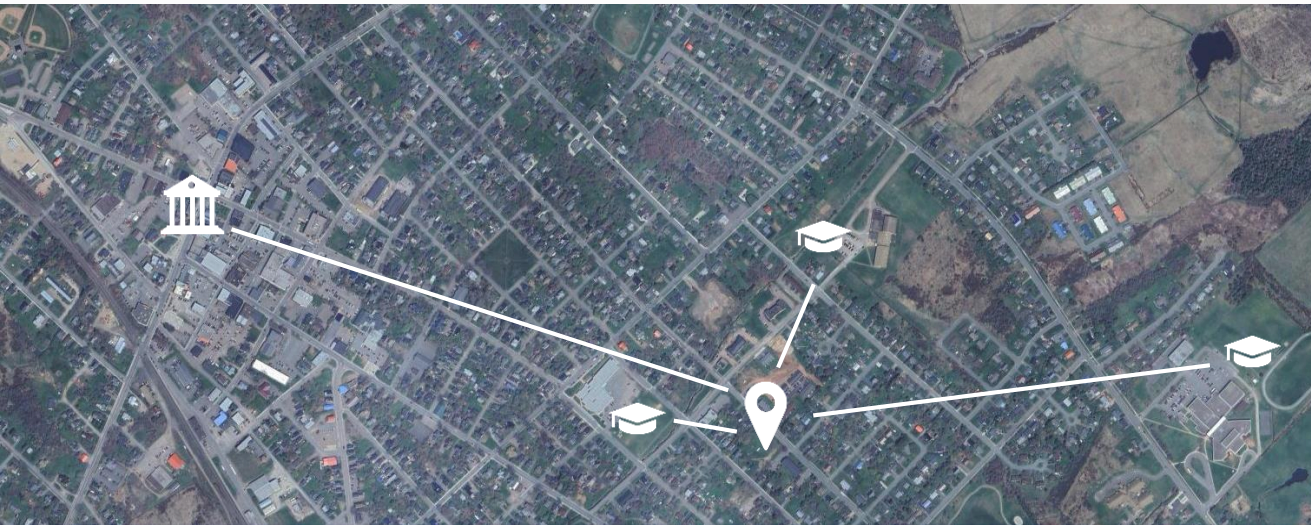
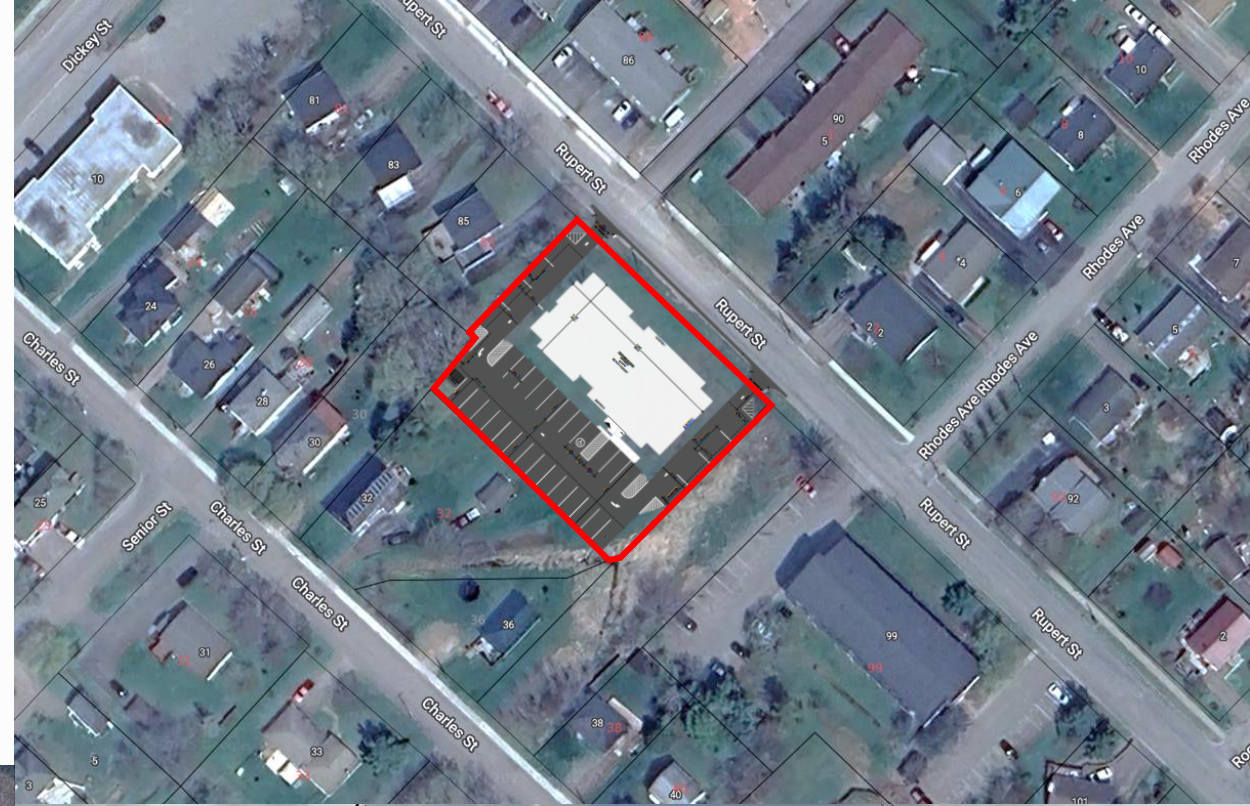
**Street Frontage:** 53m along Rupert Street





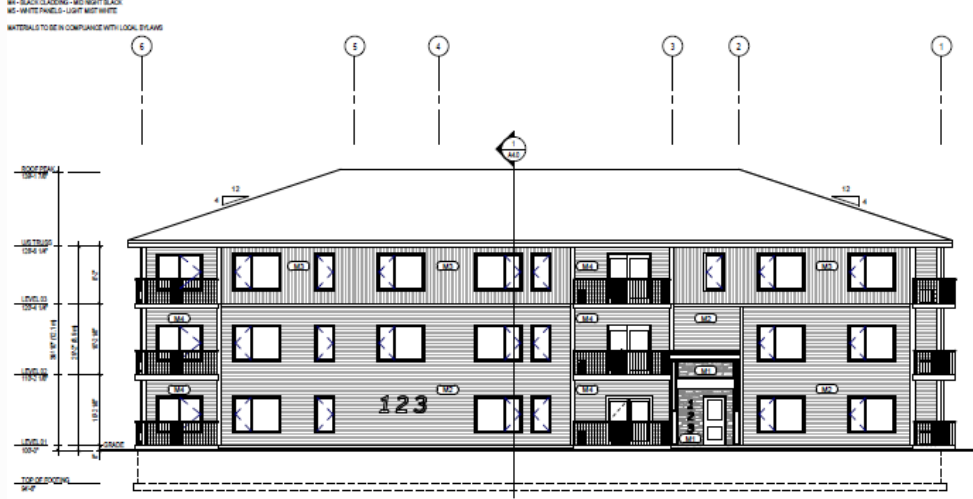
# Neighbourhood Context

- Located west of Spring Street Academy and southwest of EB Chandler Junior High.
- Located beside 99 Rupert (a 4-story apartment building).
- About a 4-minute drive to downtown.
- Surrounded by a mixture of housing types.

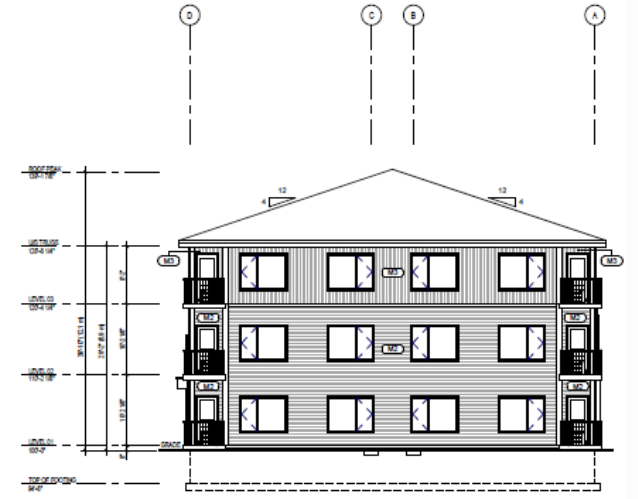


# Elevations

DUCT MATERIAL COLORS AS PER OWNER  
 M1- BUNK STONE DOUBLE STONE - CANTON COLOR  
 M2- HORIZONTAL SIDING - TAPER DARK BROWN  
 M3- VERTICAL SIDING - LIGHT WHITE  
 M4- BLACK CLADDING - M2 MIGHT BLACK  
 M5- WHITE PANELS - LIGHT MIGHT WHITE  
 MATERIALS TO BE IN COMPLIANCE WITH LOCAL BYLAW



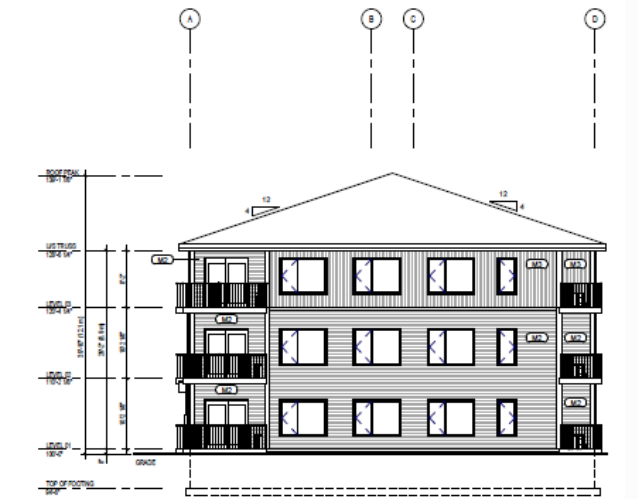
1 ELEVATION 1  
1/8" = 1'-0"



3 ELEVATION 2  
1/8" = 1'-0"



2 ELEVATION 3  
1/8" = 1'-0"



4 ELEVATION 4  
1/8" = 1'-0"

# Relevant Planning Bylaws & Policies

## 1. General Land Use and Development Policies

### GP-4 (Efficient Development)

It shall be the intention of Council to ensure that growth and development within the Town is efficient and cost effective by:

- (a) facilitating the contiguous expansion of the built up areas of the Town;
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- (c) concentrating new development in adequately serviced and properly planned areas;
- (d) encouraging and facilitating infill development on underutilized properties within the built up area of town.

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

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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

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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:

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# Relevant Planning Bylaws & Policies

## 2. Residential Policies

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- (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. 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.

# Internal Committee Report

## Planning Advisory Committee

**March 2025**

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The Planning Advisory Committee met on Monday, February 3<sup>rd</sup> in Town Hall Council Chambers.

The Committee reviewed the revised drafts of the Municipal Planning Strategy and Land Use Bylaw. Committee members provided further feedback, and a special meeting has been scheduled for tomorrow, Tuesday, March 25<sup>th</sup> at 4:00 to review further revisions to the drafts.

This will position Council to consider the first reading of the drafts in April, followed by public engagement in May and June. The goal is to give Council the opportunity to approve the new planning documents by the end of June.

A motion was passed recommending that Council enter into a Development Agreement for 3 Robie Street to permit the construction of 4 additional units, for a total of 8 in an existing structure.

A second motion was passed recommending that Council enter into a Development Agreement on the property located at 91 Rupert Street to permit the construction of an 18-unit apartment building.

An update on dangerous and unsightly premises demolitions was also provided to the Committee.

The next regular meeting of the Planning Advisory Committee is scheduled for Monday, April 7<sup>th</sup>, 2025 at 4:30 p.m. in Town Hall Council Chambers.

# **Internal Committee Report**

## **Amherst Board of Police Commissioners**

### **March 2025**

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The Amherst Board of Police Commissioners met on Tuesday, February 25, 2025 at 3:00 p.m. in Town Hall Council Chambers.

Sharon Bristol gave an update on the Amherst Police Department Strategic Plan, which will be ready for the Board's review at the next meeting.

Chief Pike gave a verbal update on the police vehicle shortages, and reviewed his monthly report.

The next meeting is scheduled for Wednesday, March 26, 2025 at 3:00 p.m. in Town Hall Council Chambers.

# **Internal Committee Report**

## **Audit Committee**

**March 2025**

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The Audit Committee met on Tuesday, March 4, 2025 in Town Hall Council Chambers.

The Town's Director of Finance Sarah Wilson reviewed the Third Quarter Financial results and the Capital Budget Actuals-to-Date, which were both favourable.

# **Internal Committee Report**

## **Amherst Youth Town Council**

### **March 2025**

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The Amherst Youth Town Council met with Amherst Town Council in an informal setting to give feedback on several issues. We feel this get together went extremely well and we were happy to be invited. The Amherst Youth Town Council held a cram the cruiser event on March 19<sup>th</sup> with the Amherst Police Department, Amherst Regional High School and EB Chandler. These food items as well as ones purchased from fundraising efforts will be delivered to the Integrated Youth Services site by the end of March. We are looking forward to attending the grand opening in April.

# External Committee Report

## Cumberland Public Libraries

### March 2025

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#### **March Break 2025**

The Amherst Library had a very successful March Break week. With programs including Magnet Madness, LEGO Animals, a puzzle competition and a travelling zoo, we had over 700 people in exclusively for programs. The Amherst Library offered 10 programs during March Break week.

#### **Provincial Budget**

The provincial budget that came down in February has kept Library funding for all 9 regions at status quo. At the April meeting the Board will be discussing the options for library services going forward and how to deal with the deficit.

#### **Statistics**

In the month of January 2025, Cumberland Public Libraries signed out over 16,000 items, 4,975 items in Amherst alone. This includes books, movies, TV shows, magazines, ebooks and more.

Also in January, Amherst held 16 in-person programs with 271 people in attendance. The Amherst Library had 1,992 in person visits.

The next Board meeting is scheduled for April 15, 2025.

# External Committee Report

## YMCA of Cumberland

March 2025

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### Monthly General Overview

#### **IYS**

Construction on track for completion end of March.

5 of 7 positions filled and training underway.

Grand opening date to be confirmed soon.

#### **Fund Development**

Coldest Night of the Year event exceeded its \$20,000 goal.

Give the Gift of Camp campaign launched on March 10.

#### **Community Development**

The team will be moving May 1 to new offices located at 2 Albion St.

### Governance Issues

No governance issues.

The YMCA has put a call out for 3 board members this year.

Looking for skills or experience in one of the following areas:

Accounting and Finance

Philanthropy

Health Care

Construction Management

Brand and Public Relations

### Financial Issues

No financial issues

The 2025-2026 Budget draft will be presented to the Finance Committee March 19 and to the Board of Directors April 1, 2025.

### Requests to Council

None, but offer to present to Council at a future meeting.

### Service Delivery Capacity

None, recruiting for position vacancies but no issue with service delivery.

# External Committee Report

## Northern Region Solid Waste

March 2025

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### Monthly General Overview

#### **Northern Region Solid Waste Committee Update**

The Northern Region Solid Waste Committee met virtually on March 7, 2025.

#### **Extended Producer Responsibility**

Municipalities throughout the province received their offers from Circular Materials on February 14<sup>th</sup>. Municipalities had until February 28<sup>th</sup> to provide written intent to opt-in or opt-out of the EPR Program. On February 26<sup>th</sup>, the Town of Amherst confirmed acceptance of the offer, pending a final detailed review of financial implications by staff and final detailed legal review of the final drafts of the Master Service Agreement and Statement of Work, when available.

Circular Materials is requesting that municipalities confirm council approval of the opt-in decision by May 16<sup>th</sup>, 2025.

# External Committee Report

## L.A. Animal Shelter

### March 2025

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#### Financial

There was a review of the year's activities, including fundraising for the new facility and equipment and supplies that will be needed for it. The expected completion date is now the end of April.

#### Board Governance

The annual general meeting was held on Thursday, March 20<sup>th</sup>. The current executive was re-elected by acclamation, and the board also now has three new members bringing it to a full compliment.

#### Other

Annual online bake auction will run Sunday, March 30 to Wednesday, April 2 if anyone would like to donate any baked goods.

The Shelter will be having a contest among the local elementary schools to design a L.A. Animal Shelter fridge magnet.

In 2020, the shelter had 170 adoptions, in 2024 they had just over 600.

#### Save the Dates

Spring Tea May 10th at Dayle's Grand Market

Yard Sale June 14<sup>th</sup> at the Amherst Curling Club.

The next meeting is scheduled for Thursday, April 24<sup>th</sup>.