



Town of Amherst  
Regular Council Meeting  
Agenda

Date: **Monday, June 23, 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>	
<b>3.1 Approval of the Agenda</b>	
<b>3.2 Acceptance of Minutes</b>	
<b>3.2.1 May 23, 2025 Regular Council</b>	3 - 14
<b>3.2.2 June 4, 2025 Special Council</b>	15 - 15
<b>4. PRESENTATION</b>	
<b>4.1 Explore Cumberland - Jeff Bacon and Eileen Davage</b>	
<b>5. REQUESTS FOR DECISION</b>	
<b>5.1 Municipal Boundary Change - Davidson</b>	16 - 48
<b>5.2 By-law to Amend the Building By-law Second Reading - Chambers</b>	49 - 60
<b>5.3 By-law to Repeal the Vacant Building By-law Second Reading - Ripley</b>	61 - 70
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5.5	Capital Paving - Furlong	75 - 77
5.6	Summer Camp Students - Wells	78 - 81
5.7	Transit Feasibility Study Authorization - Davidson	82 - 83
5.8	Multicultural Association of Cumberland Community Support Grant - Chambers	84 - 95
5.9	Ice Allocation Policy - Ripley	96 - 127
5.10	Sign Rental Policy - Furlong	128 - 133
5.11	Territorial Acknowledgement Policy - Wells	134 - 137
5.12	Smokefree Workplace Policy - McManaman	138 - 144
5.13	Procurement Policy - Furlong	145 - 162
5.14	Affordable Housing Fee Forgiveness Policy - Davidson	163 - 176
6.	<b>INFORMATION ITEM</b>	
6.1	Federation of Canadian Municipalities Conference - Small	177 - 178
7.	<b>INTERNAL COMMITTEE REPORTS</b>	
7.1	Accessibility, Inclusion, Diversity and Equity Committee - Wells	179 - 179
7.2	Amherst Board of Police Commissioners - Davidson	180 - 180
7.3	Audit Committee - Furlong	181 - 181
7.4	Planning Advisory Committee - Ripley	182 - 182
8.	<b>EXTERNAL COMMITTEE REPORTS</b>	
8.1	L. A. Animal Shelter - Davidson - To be distributed	
9.	<b>ADJOURNMENT</b>	

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** May 26, 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  
Sarah Wilson, Director, Finance  
Sharon Bristol, Director, Community Living  
Lori O'Connell, Marketing & Communications Officer  
Sean Payne, Marketing & 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 at 6:00 p.m.

**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 Councillor Wells  
To approve the agenda as circulated.

**Motion Carried**

**3.2 Acceptance of Minutes**

**3.2.1 April 28, 2025 Council**

Mayor Small called for any errors or omissions in the minutes. There being none, the minutes of the April 28, 2025 regular meeting of Council were accepted as included in the agenda package.

**3.2.2 May 14, 2025 Public Hearing**

Mayor Small called for any errors or omissions in the minutes. There being none, the minutes of the May 14, 2025 Public Hearing were accepted as included in the agenda package.

**4. REQUESTS FOR DECISION**

**4.1 Community Support Grant Westcumb Amateur Radio**

Moved By Deputy Mayor Davidson  
Seconded By Councillor Furlong  
That Council approve funding in the amount of \$15,000 for the Westcumb Amateur Radio Club under the Community Support Grants Policy and further fund this out of the Community Support Area Rate Reserve in the Operating Reserve.

**Motion Carried**

**4.2 Community Support Grants Bridge Adult Workshop and Spring Street Academy**

**Moved By Councillor Wells**

**Seconded By Deputy Mayor Davidson**

**That Council approve funding in the amount of \$1,600 to the Bridge Adult Service Centre under the Community Support Grants Policy to be funded from the Social Equity Fund.**

**Motion Carried**

**Moved By Councillor Wells**

**Seconded By Councillor Chambers**

**That Council approve funding in the amount of \$14,720 to the Bridge Adult Service Centre under the Community Support Grants Policy to be funded from the Operating Reserve Social Equity Fund.**

**Motion Carried**

**Moved By Councillor Wells**

**Seconded By Councillor Furlong**

**That Council approve funding in the amount of \$2,000 to Spring Street Academy Home and School Association under the Community Support Grants Policy to be funded from Community Support Grants.**

**Motion Carried**

**4.3 By-law to Amend the Building Bylaw First Reading**

**Moved By Councillor Chambers**

**Seconded By Councillor Ripley**

**That Council give first reading of the By-law to Amend the Building Bylaw.**

**Motion Carried**

**BY-LAW TO AMEND  
THE TOWN OF AMHERST BUILDING BY-LAW D-6**

The Town of Amherst Building Bylaw, D-6, approved by Council on May 24, 2011 is hereby amended as follows:

1. Part 1 – Definitions under section c) replace NSBCR with National Building Code of Canada
2. Part 1 – Definitions under section d) add the words “to do anything in the”
3. Part 1 – Definitions under section g) update the entire definition of “owner” to read “means any person, firm or corporation controlling the property under consideration.”
4. Add section 1.2 to Definitions to read “The definitions in Section 1.4.1.2(1) of Division A of the Nation Building Code and the Nova Scotia Building Code Regulation apply to this bylaw, unless otherwise defined.”
5. Part 2 – Permits add a new section 2.1 Application to read:
  - a) This by-law applies to the administration and enforcement of the Building Code Act in the design, construction, erection, placement and occupancy of new buildings, and the alteration, reconstruction, demolition, removal relocation, occupancy and change of occupancy classification of existing buildings and to the work necessary to correct unsafe conditions in existing buildings reported to the authority having jurisdiction of observed during an inspection.
  - b) Any construction or condition that lawfully existed prior to the effective date of this bylaw need not conform to this by-law provided that such construction or condition does not constitute an unsafe condition in the opinion of the authority having jurisdiction.
  - c) Where a building or any part thereof is altered, this by-law applies to the parts of the building that are altered.
6. Part 4 – Inspections replace section a) with
  1. Footings in place;
  2. ICF foundations to be inspected prior to placing any concrete in the forms;
  3. Foundation insulation is placed on exterior of foundation;
  4. Water/sewer/storm line connections between footing and property line prior to covering;
  5. Foundation before backfilling;
  6. All under slab water/sewer connections;
  7. Basement floor slab insulation (if required);
  8. Prior to placing concrete over a hydronic heating system;
  9. Framing inspection once all rough in work is complete including plumbing, electrical, ventilation and heating;
  10. Insulation/vapor barrier inspection prior to covering
  11. Final inspection prior to allowing occupancy.

**4.4 By-law to Repeal the Vacant Building By-law First Reading**

**Moved By Councillor Ripley**

**Seconded By Councillor Chambers**

**That Council give first reading of the By-law to Repeal the Town of Amherst Vacant Building By-law.**

**Motion Carried**

**TOWN OF AMHERST  
BY-LAW TO REPEAL THE VACANT BUILDING BY-LAW, P-5**

1. This is a bylaw to repeal the Vacant Building Bylaw, P-6.
2. The Vacant Building Bylaw approved by Council on the May 24, 2011 is hereby repealed.

**4.5 112 West Victoria Street Development Agreement Second Reading**

As Councillor Wells was not present at the Public Hearing, she did not vote on this item.

**Moved By Councillor McManaman**

**Seconded By Deputy Mayor Davidson**

**That Council give Second Reading of the development agreement for 112 West Victoria Street to permit the construction of two 16-unit and three 8-unit apartment buildings.**

Against (2): Councillor Chambers, and Councillor Ripley

**Motion Carried 4-2**

Case No: DA-2025-XX

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

Between:

**Six Point Start Homes** (owner of property located at 112 Victoria Street West [PID 25000605], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP-9 of the Municipal Planning Strategy of the Town of Amherst, to construct two (2) 16-unit and three (3) 8-unit apartment dwellings on property located at 112 Victoria Street West (PID 25000605).

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' – Building 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 five (5) Apartment Buildings, two (2) 16-unit and three (3) 8-unit dwellings on the said Lands, 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**

**112 Victoria Street West, PID 25000605 -  
Development Agreement**

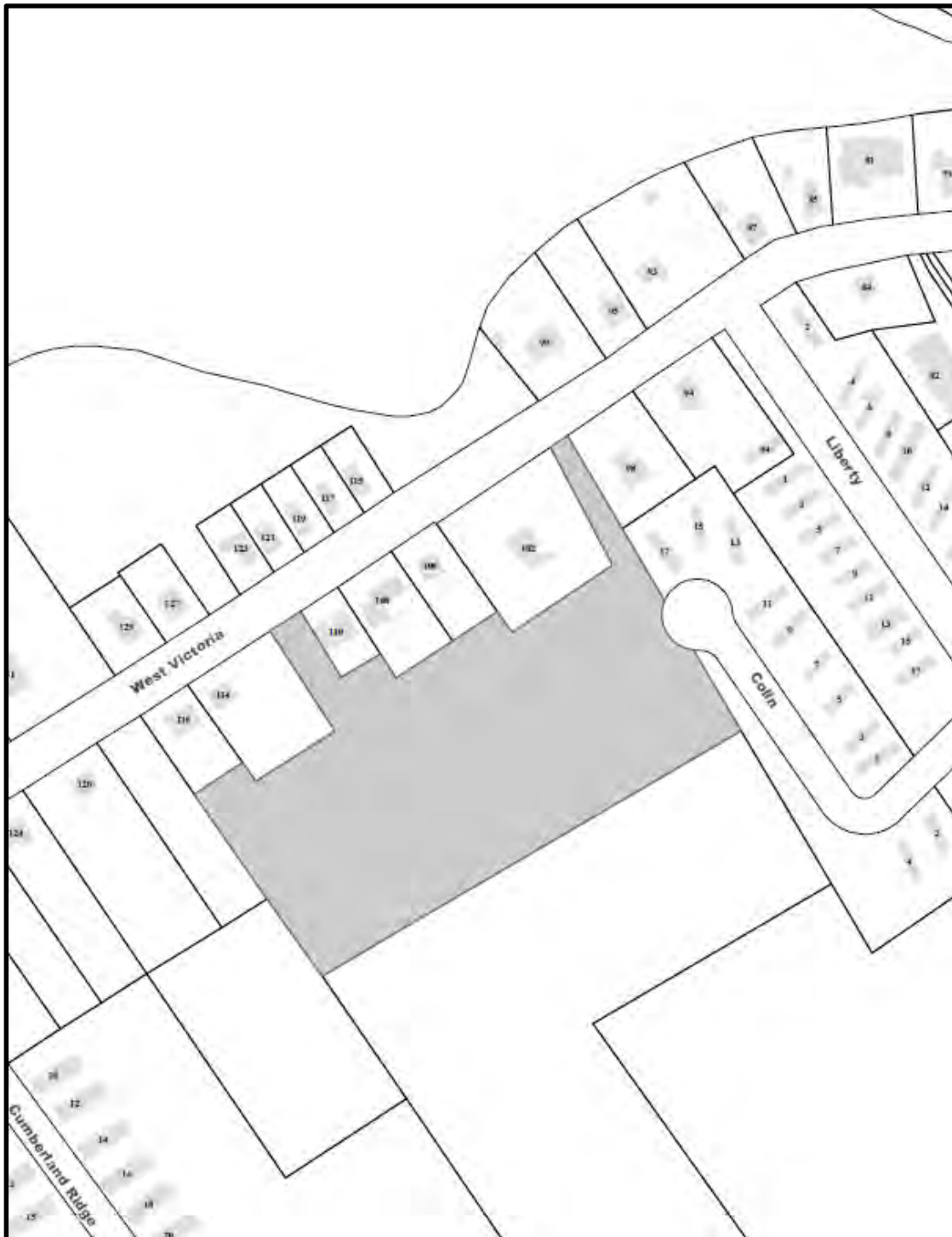
Terms and Conditions:

- 1.0 USE OF LAND AND BUILDINGS
- 1.1 The use of the property shall be limited to five (5) Apartment Buildings consisting of two 16-unit and three 8-unit dwelling units, for a total of fifty-six (56) dwelling units on property shown on Schedule 'B'.
- 1.2 Each Apartment Dwelling shall consist of no more than 2 levels and shall generally conform to the designs shown on Schedule '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.
- 1.3 The location of each Apartment Dwelling, driveway, and parking area shall be generally configured on the Lands as shown on Schedule 'C'. Variations to the location of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.4 A minimum of 1.25 parking spaces shall be provided for each dwelling unit on the Lands and shall be generally configured as shown on Schedule 'C'. Variations to the number and configuration of parking and internal access shall be made to ensure compliance with fire vehicle access requirements of the National Building Code. Such variations shall not be considered substantial.
- 1.5 The Owner shall incorporate a walkway from Victoria Street West to the internal parking are of the development.
- 1.6 Prior to issuance of a Development Permit for any building, the Owner shall submit a detailed landscaping plan that shall include but not be limited to the following:
- 1.6.1 Specify the type of treatment of all areas during all phases of the development. Areas of the Lands not part of initial phases must be kept as grass or otherwise treated so as to minimize dust.
- 1.6.2 An opaque fence approximately 1.8 meters (6 feet) in height shall be placed along both sides of the driveway access, extending from the property line bordering West Victoria Street to the rear corner of the adjacent properties. This fence requirement may be altered or waived on one or both sides upon mutual written agreement with the nearest property owner.
- 1.6.3 A visual buffer, at least 1.8 meters or 6 feet consisting of vegetation, an opaque privacy fence, or a combination of both, must be established along the property line as specified below. 114 West Victoria Street - PID 25000654, 110 West Victoria Street PID - 25387531, and 108 West Victoria Street PID 25382169
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment area(s) at minimum ten (10) metres from the rear property line of adjacent properties fronting on West Victoria Street and shall generally follow the location as set out in Schedule 'C'.
- 1.1 Prior to the issuance of a Development Permit for any building, the Owner shall submit a detailed Stormwater Management Plan created by a professional engineer. Said plan shall be designed and implemented such that there will be no increase in stormwater flow onto adjacent properties and no increase of peak flow into over existing conditions. The Owner shall be responsible for storm water management during and after construction.

## 2. GENERAL REQUIREMENTS

- 2.0 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.
- 2.1 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.
- 2.2 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 2.3 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.4 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.
- 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 The Owner shall erect temporary construction fencing during construction to minimize danger to the public and prevent unauthorized access to the construction site.
- 2.7 Accessory buildings may be permitted on the Lands in accordance with the Town of Amherst Land Use Bylaw.

### Schedule B – Property Location Map

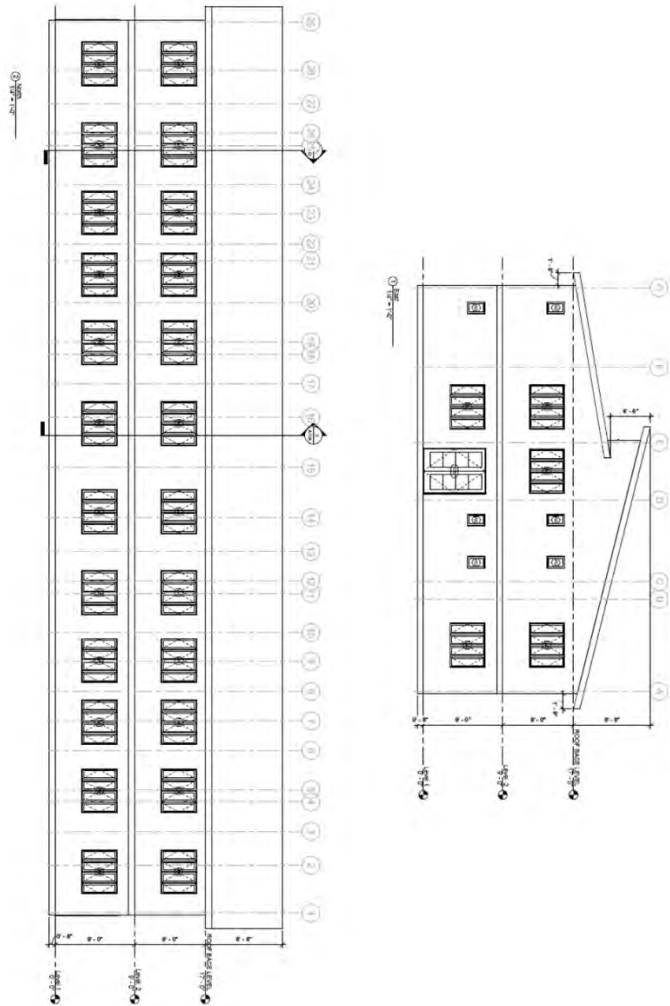




**Schedule D - Building Elevations - 8 Units**



**Schedule D - Building Elevations - 16 Units**



**4.6 Asphalt Patching Tender**  
**Moved By Councillor Furlong**  
**Seconded By Councillor Wells**  
 That Council award the Asphalt Patching Tender (RFT-25-01) to the lowest compliant bidder, Dexter Construction, at their unit prices based on our estimated quantities in the amount of \$449,350.00 plus HST.  
**Motion Carried**

**4.7 Capital Budget Amendment Capital Paving Program**  
**Moved By Deputy Mayor Davidson**  
**Seconded By Councillor Ripley**  
 That Council approve an amendment to the 2025/26 general capital budget in the amount of \$463,700 including applicable taxes for the paving of:

- Queen Street from Croft Street to Albion Street - \$64,000 from the Capital Reserve;
- Park Street from West Pleasant Street to Mission Street - \$125,000 from the Canada Community Building Fund, and
- South Albion Street from Robert Angus Drive to the Town Boundary - \$137,350 from the Capital Reserve and \$137,350 Provincial Contribution.

**Motion Carried**

**4.8 Signing Authority Policy**  
**Moved By Councillor Wells**  
**Seconded By Deputy Mayor Davidson**  
 That Council approve an amendment to the Signing Authority Policy #03400-01 to add the Manager of Financial Services as a third staff member to section 2 for signing cheques, bank documents, etc.  
**Motion Carried**

<b>TITLE:</b>	<b>SIGNING AUTHORITY POLICY</b>
<b>SECTION:</b>	<b>FINANCE</b>
<b>POLICY NO.:</b>	<b>03400-01</b>

**APPROVAL DATE:** 23 January 2023      **CAO Signature:** \_\_\_\_\_

**PURPOSE:**  
 To identify signing officers of the Town of Amherst

**POLICY STATEMENT:**

1. All documents signed under the seal of the Town shall be signed by the:
  - a) Mayor or Deputy Mayor (any one of them)
 And
  - b) Chief Administrative Officer, Town Clerk or Treasurer (any one of them).
  
2. For all Town bank accounts any cheques, bank documents, etc., of the Town shall be signed by two signing officers. The signing officers of the Town shall be:
  - a) Mayor, Deputy Mayor, Designated Councillor (any one of them)
 And
  - b) Chief Administrative Officer, ~~or~~ Treasurer, **Manager of Financial Services** (any one of them).

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
<b>Chief Administrative Officer</b>	CAO: <ol style="list-style-type: none"> <li>a. To ensure all documents are signed by the proper signing authorities.</li> </ol>
<b>Director of Finance</b>	Director of Finance: <ol style="list-style-type: none"> <li>a. To ensure all documents are signed by the proper signing authorities.</li> <li>b. To ensure any changes to signing authorities are corresponded to the proper external organizations.</li> </ol>

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
Policy review – remove CFO, update bank account names.	Director of Finance - Wilson	Council	January 23, 2023
Amend policy to add third staff member to section 2.	Director of Finance - Wilson		

21 September 1992; 25 September 1995; 25 March 1996; 21 May 1996; 12 December 2000; 25 November 2002; 26 January 2015; 23 November 2020

**4.9 Salary Administration Policy  
 Moved By Councillor Chambers  
 Seconded By Councillor Furlong  
 That Council approve the amendments to the Salary Administration Policy #04530-01.**

**Motion Carried**

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

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

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

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

**OBJECTIVES**

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

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

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

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

**Overall Market Review** – A review of the appropriateness of the salary ranges for positions as listed in Appendix C. The review shall include a survey of the market value of similar positions.

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

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

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

**STEP ADJUSTMENTS**  
 Step adjustments shall be made only when:

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

Upon completion of a satisfactory annual evaluation, the employee may be moved to the next step of their salary range in Appendix C. All step movements must be approved by the CAO.

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

**TRAVEL VEHICLE ALLOWANCES:**

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

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

**LUNCH BREAKS:**

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

**PERFORMANCE EVALUATION:**

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

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

**SCOPE OF RESPONSIBILITY:**

The Town Council shall:

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

The Chief Administrative Officer shall:

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

The Director Shall:

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

**APPENDIX A**  
January 1, 2019

**Town of Amherst**  
Salary Grid

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

**APPENDIX A-1**  
April 1, 2024

Salary Grid  
Other Non-Union Positions

Job Level
Chief of Police
Deputy Chief of Police
Inspector - Police

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

\*\* Effective April 1, 2024, the Inspector salary will be calculated on April 1<sup>st</sup> of each year as being 120% of the first-class constable rates.

**APPENDIX B**

**Town of Amherst**  
Hourly Rates – Casual Positions

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

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

**APPENDIX C**  
**MAY 26, 2025**

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

DEPARTMENT	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CAO's OFFICE	Deputy CAO	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Municipal Clerk	72,585	74,763	77,005	79,316	81,695	84,146	86,670
	<del>Marketing &amp; Communications Strategist</del>	<del>67,624</del>	<del>69,653</del>	<del>71,742</del>	<del>73,895</del>	<del>76,111</del>	<del>78,395</del>	<del>80,747</del>
	<del>Communications Officer</del>	<del>54,414</del>	<del>56,046</del>	<del>57,728</del>	<del>59,460</del>	<del>61,243</del>	<del>63,081</del>	<del>64,973</del>
	Administrative Assistant - Clerk's Office	49,740	51,232	52,769	54,352	55,983	57,662	59,392
IT	IT Manager	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	IT Coordinator	54,414	56,046	57,728	59,460	61,243	63,081	64,973
COMMUNITY LIVING	Director of Community Living	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Community Well-Being Manager	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Marketing & Communications Officer	61,019	62,850	64,735	66,677	68,677	70,738	72,860
	Culture, Events & Marketing Coordinator	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Active Living Coordinator	49,740	51,232	52,769	54,352	55,983	57,662	59,392
FINANCE	Director, Finance	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Manager of Financial Services	80,200	82,606	85,084	87,637	90,266	92,974	95,763
	Revenue Officer	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Accounting Clerk/Accounts Payable	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Water/Sewer Billing Clerk	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Cashier/Customer Service	49,740	51,232	52,769	54,352	55,983	57,662	59,392
FIRE	Director, Fire Services	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Fire Inspector	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Firefighter	54,414	56,046	57,728	59,460	61,243	63,081	64,973
HUMAN RESOURCES	Director, Human Resources	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	HR Generalist	54,414	56,046	57,728	59,460	61,243	63,081	64,973
OPERATIONS	Director, Operations	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Public Works Foreman	72,585	74,763	77,005	79,316	81,695	84,146	86,670
	Facilities Manager	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Parks & Recreation Foreman	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Solid Waste Education and Coordination Officer	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Engineering Technician	62,295	64,164	66,089	68,071	70,114	72,217	74,383
PLANNING + ECONOMIC DEVELOPMENT	Director, Planning & Economic Development	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Building Official	72,585	74,763	77,005	79,316	81,695	84,146	86,670
	Land Use Planner	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Economic Development Officer	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Dangerous and Unsanitary Premises Coordinator	54,414	56,046	57,728	59,460	61,243	63,081	64,973
POLICE	Executive Assistant/Dispatch Coordinator	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Bylaw Enforcement Officer	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Crime Prevention Coordinator	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Dispatcher	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Criminal Records Check	41,454	42,698	43,979	45,298	46,657	48,057	49,498

**4.10 Appointment of Special Constable**

**Moved By Councillor Ripley**

**Seconded By Councillor Wells**

**That Council approve the appointment of Emily Wainwright as a special constable to enforce Part 15 of the Municipal Government Act concerning Dangerous or Unsightly Property, the Solid Waste Bylaw (D-20) and the Minimum Standards for Residential Occupancies Bylaw (P-4).**

**Motion Carried**

**4.11 Extended Producer Responsibility**

**Moved By Councillor Furlong**

**Seconded By Councillor McManaman**

**That Council approve the attached agreement with Circular Materials to accept compensation for the delivery of curbside collection services and authorize the Mayor and CAO to sign the agreement, subject to minor non-substantive revisions that may be required.**

**Motion Carried**

**5. INTERNAL COMMITTEE REPORTS**

**5.1 Planning Advisory Committee - McManaman**

Information item only.

**5.2 Amherst Board of Police Commissioners - Davidson**

Information item only.

**6. EXTERNAL COMMITTEE REPORTS**

**6.1 Cumberland YMCA – Chambers**

**Moved By Deputy Mayor Davidson**

**Seconded By Councillor Furlong**

**That staff invite the Cumberland YMCA to present to Council at the June Committee of the Whole meeting.**

**Motion Carried**

**6.2 Northern Region Solid Waste Management - Furlong**

Information item only.

**6.3 L. A. Animal Shelter - Davidson**

Information item only.

**7. ADJOURNMENT**

Before adjourning the meeting, Mayor Small recognized Alan Taylor for hosting a successful Home Show this past weekend. Mayor Small also congratulated Andy Keirstead on his upcoming retirement after more than 20 years of service with the Town of Amherst. He also recognized the new Integrated Youth Services site and congratulated everyone involved with their new facility.

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

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Natalie LeBlanc  
Municipal Clerk

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Robert Small  
Mayor

**Amherst Town Council  
Special Meeting  
Minutes**

Date: June 4, 2025  
Time: 12:00 pm  
Location: Council Chambers, Town Hall

Members Present Mayor Robert Small  
Deputy Mayor Hal Davidson  
Councillor Charlie Chambers  
Councillor Nic Furlong (via Zoom)  
Councillor Terry McManaman  
Councillor Dwayne Ripley

Members Absent Councillor Kathy Wells

Staff Present Jason MacDonald, Chief Administrative Officer  
Greg Jones, Director, Fire Services  
Kim Jones, Deputy Chief Administrative Officer  
Sarah Wilson, Director, Finance  
Denise Smith, Finance Manager  
Sharon Bristol, Director, Community Living  
Sean Payne, Marketing & Communications Officer  
Lori O'Connell, Marketing & Communications Officer  
Natalie LeBlanc, Municipal Clerk  
Cindy Brown, Administrative Assistant

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**1. CALL TO ORDER**

Mayor Small called the special meeting of Council to order.

**1.1 TERRITORIAL ACKNOWLEDGMENT**

Mayor Small gave the Territorial Acknowledgement.

**2. REQUEST FOR DECISION**

**2.1 Capital Budget Amendment - Live Fire Training Facility**

**Moved By Deputy Mayor Davidson**

**Seconded By Councillor Chambers**

**That Council approve an amendment to the 2025/26 capital budget in the amount of \$2,000,000 for a live burn training facility with \$175,000 in funding from the capital reserve and \$1,825,000 in funding in the form of a grant from the Amherst Fire Fighters Association.**

**And further that Council approve the attached agreement for the construction and operation of the live fire training facility and authorize the Mayor and CAO to sign into an agreement, subject to minor non-substantive revisions as may be necessary.**

**Motion Carried**

**3. ADJOURNMENT**

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

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Natalie LeBlanc  
Municipal Clerk

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Robert Small  
Mayor

# SYNOPSIS

## MUNICIPAL BOUNDARY CHANGE

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In order to facilitate development on the former 'Dolan Lands' the Town of Amherst and the Municipality of the County of Cumberland have signed an intermunicipal agreement that will result in a change to the municipal boundary to bring the entire property in question into the Town of Amherst. This could eventually result in over 400 additional homes being built within the Town, on land formerly part of the County. In exchange for this boundary change, the Town has agreed to provide access to our sanitary sewer system for up to 400 homes in the area of the County in proximity to the Town of Amherst.

This is a wonderful example of our two municipal units working together to help solve our housing supply issues.

### **MOTION 1:**

**That Amherst Town Council approve the application to the Nova Scotia Energy and Regulatory Boards Tribunal for a change of boundary for the Town of Amherst, by taking into the Town the lands comprising the entirety of one lot known as PID 25038720, containing 47 hectares, owned by Shaw Rural Housing Limited, the property located on the west side of Route 204 in the community of Brookdale and currently bisected by the existing municipal boundary between the Town and County.**

### **MOTION 2:**

**That Council give First Reading of the By-Law to Amend the Discharge into Public Sewers By-Law D-3.**

### **MOTION 3:**

**That Council approve the amendments to the User Fee Policy, the Building Service Connections Policy, the Sanitary Sewer Service Connection to County Residents Policy, the Standard Specifications for Municipal Services Policy, and further approve a new Sewer Connection Policy.**

**BY-LAW TO AMEND THE BY-LAW RESPECTING DISCHARGE INTO PUBLIC  
SEWERS D-3**

The By-law Respecting Discharge into Public Sewers D-3 is hereby amended as follows:

In Section 1. Short Title and Application add the following:

“and shall apply to all areas within the Municipality and to all the areas outside of the Municipality that are serviced by a sewer system discharging directly or indirectly into any of the wastewater facilities owned, operated and maintained by the Municipality.”

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**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
**SECTION: OPERATIONAL SERVICES**  
**BYLAW NO: D-3**

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**APPROVAL DATE:** April 24, 2023

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

## 1. SHORT TITLE

- (1) This Bylaw shall be known as Bylaw Number D-3, and may be cited as the “Wastewater Discharge Bylaw and shall apply to all areas within the Municipality and to all the areas outside of the Municipality that are serviced by a sewer system discharging directly or indirectly into any of the wastewater facilities owned, operated and maintained by the Municipality.”
- (2) The previous and all other versions of the Wastewater Discharge Bylaw are repealed and replaced by this version.

## 2. PURPOSE

- (1) This Bylaw outlines the controls for connections and discharges to public sewer systems. The objectives of the Bylaw are to:
- (a) Protect the sewer collection system from corrosion, damage, and obstruction
  - (b) Protect the wastewater treatment process from upset
  - (c) Protect the public, municipal workers, and property from hazardous conditions
  - (d) Protect the environment

## 3. DEFINITIONS

- (1) In this Bylaw:
- (a) “Biochemical Oxygen Demand” (BOD) means the quantity of oxygen utilized, expressed in milligrams per litre, in the biochemical oxidation of matter within a 120-hour period at a temperature of 20 degrees centigrade, as determined by procedures set forth in “Standard Methods”;
  - (b) “Building Service Connection” means any piping system which conveys sewage or liquid waste from the buildings on any property to a public sewer;
  - (c) “Chemical Oxygen Demand” (COD) means the quantity of oxygen utilized in the chemical oxidation of organic matter under standard laboratory procedure, expressed in milligrams per litre, as determined by procedures set forth in “Standard Methods”

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**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
**SECTION: OPERATIONAL SERVICES**  
**BYLAW NO: D-3**

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- (d) “Combined sewer” means a sewer intended to function simultaneously as a storm sewer and a sanitary sewer;
- (e) “Council” means the municipal council of the Town of Amherst;
- (f) “Discharge” means to discharge, release, permit or cause to be discharged into the municipal wastewater facilities or stormwater system;
- (g) “Discharger” means the owner, occupant or person who has charge, management or control of effluent, sewage, stormwater, uncontaminated water or any combination thereof, which is discharged into the municipal wastewater facilities;
- (h) “Engineer” means the Municipal Engineer for the Town of Amherst and includes a person acting under the supervision and direction of the Engineer;
- (i) “Fuel” includes alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel;
- (j) “Grease” means total oil and grease extracted from aqueous solution or suspension according to the 4 laboratory procedure set forth in “Standard Methods” and includes, but is not limited to, hydrocarbons, esters, oils, fats, waxes, and high molecular fatty acids;
- (k) “Hauled wastewater” means any wastewater transported to and deposited into any location in the municipal wastewater facilities;
- (l) “Heat pump” means is a device that provides heat energy from a source of heat to a living or working space. Heat pumps are designed to move thermal energy opposite to the direction of spontaneous heat flow by absorbing heat from a cold space and releasing it to a warmer one. For purposes of this bylaw a heat pump refers to a water to air heat pump device, which is a device that extracts heat from a groundwater source to be used to heat a residential or commercial space.
- (m) “Industrial, commercial or institutional” includes or pertains to industry, manufacturing, commerce, trade, business, or institutions, as distinguished from domestic or residential;
- (n) “Inspector” means a person authorized by the Town of Amherst to carry out observations and inspections and to take samples as prescribed in this bylaw;

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**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
**SECTION: OPERATIONAL SERVICES**  
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- (o) “Leachate” includes any liquid that has percolated through solid waste and has extracted dissolved or suspended materials from it, including the liquid produced from the decomposition of waste materials and liquid that has entered the waste material from external sources including surface drainage, rainfall and groundwater;
- (p) “Municipality” means the Town of Amherst;
- (q) “National Building Code of Canada” (N.B.C.) applies to the construction of buildings including extensions, substantial alterations, buildings undergoing a change of occupancy, and upgrading of buildings to remove an unacceptable hazard. The NBC is prepared by the Canadian Commission on Building and Fire Codes and is published by the National Research Council of Canada;
- (r) “Pathological waste” includes those fluids or materials which may contain pathogens of human or animal origin;
- (s) “Pesticides” includes any substance that is a pest control product within the meaning of the “Pest Control Products Act” (Canada) or a fertilizer within the meaning of the “Fertilizers Act” (Canada) that contains a pest control product;
- (t) “pH” means the measure of the intensity of the acid or alkaline condition of a solution determined by the hydrogen ion concentration of the solution in accordance with the “Standard Methods”;
- (u) “Phenolic compounds” means hydroxyl derivatives of benzene and its condensed nuclei;
- (v) “Sewage” means the combination of liquid and water carried wastes from buildings, containing animal, vegetable or mineral matter in suspension or solution, together with such groundwater, surface water or stormwater as might be present;
- (w) “Sewer” means a pipe or conduit for carrying sewage, groundwater, stormwater or surface runoff, and includes all sewer drains, storm sewers, Clearwater sewers, storm drains and combined sewers vested in, or under the control of, the municipality;
- (x) “Sewage System” means all pipes, mains, equipment, buildings, and structures for collecting, pumping or treatment of wastewater and operated by the municipality, but does not include a storm sewer;

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**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
**SECTION: OPERATIONAL SERVICES**  
**BYLAW NO: D-3**

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- (y) “Standard Methods” means Standard Methods for the examination of water and wastewater by the utilization of analytical and examination procedures provided in the edition current at the time of testing, published jointly by the American Public Health Association and the American Water Works Association or any publication by or under the authority of the Canadian Standards Association for the testing of water and waterworks to determine water quality standards;
- (z) “Storm Sewer” means a sewer that carries stormwater and surface runoff water, excluding sewage;
- (aa) “Stormwater” means water from precipitation of all kinds, and includes water from the melting of snow and ice, groundwater discharge and surface water that meets the pollution limits of Table 1 Section 3-4;
- (bb) “Stormwater system” means a method or means of carrying stormwater including, but not limited to, those ditches, swales, storm sewer retention ponds, streets or roads that are owned by the municipality;
- (ab) “Suspended Solids” means the insoluble matter suspended in wastewater that is separable by laboratory filtration as determined by procedures set forth in Standard Methods”;
- (ac) “Total Kjeldahl Nitrogen” (TKN) means organic nitrogen;
- (ad) “Uncontaminated water” means potable water or any other water to which no matter has been added as a consequence of its use;
- (ae) “Waste” means any material discharged into the sewage system;
- (af) “Wastewater” means any liquid waste containing animal, vegetable, mineral or chemical matter in solution or suspension carried from any premises;
- (ag) “Wastewater Facilities” means the structure, pipes, devices, equipment, processes, or other things used, or intended, for the collection, transportation, pumping or treatment of sewage and disposal of the effluent.

#### **4. PROHIBITED DISCHARGE TO WASTEWATER FACILITIES**

- (1) No person shall discharge, into wastewater facilities, sewage or wastewater which causes or may cause or results or may result in:
  - (a) A health or safety hazard;

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**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
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- (b) Obstructions or restrictions to the flow in the wastewater facilities;
  - (c) An offensive odour, toxic emission, or poisonous vapour to emanate from wastewater facilities, and without limiting the generality of the foregoing, sewage containing hydrogen sulphide, mercaptans, carbon disulphide, other reduced sulphur compounds, amines, or ammonia in such quantity that may cause an offensive odour;
  - (d) Damage to wastewater facilities;
  - (e) Interference with the operation and maintenance of wastewater facilities;
  - (f) A restriction of the beneficial use of sludge from the municipality's wastewater facilities;
  - (g) Effluent from municipal wastewater facilities to be in violation of any Provincial or Federal Acts or Regulations.
- (2) No person shall discharge, into wastewater facilities, sewage, or wastewater with any one or more of the following characteristics:
- (a) A pH less than 5.5 or greater than 9.5;
  - (b) Two or more separate liquid layers
  - (c) A temperature greater than sixty-five (65) degrees Celsius.
- (3) No person shall discharge, into wastewater facilities, sewage or wastewater containing one or more of the following:
- (a) Combustible liquid;
  - (b) Fuel;
  - (c) Hauled sewage or hauled wastewater, except where written permission from the municipality has been obtained;
  - (d) Ignitable waste including but not limited to, flammable liquids, solids, and/or gases, capable of causing or contributing to explosion or supporting combustion in wastewater facilities;
  - (e) Detergents, surface-active agents, or other substances that may cause excessive foaming in the wastewater facilities;
  - (f) Sewage containing dyes or colouring materials which pass through wastewater facilities and discolour the wastewater facility or effluent;
  - (g) Material that, when combined with other wastes, reacts to form a highly coloured stream;
  - (h) Material containing polychlorinated biphenyls (PCBs);
  - (i) Pesticides, herbicides or xenobiotics;
  - (j) Reactive materials;
  - (k) Radioactive substances;

**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
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- (l) Leachate, except where the discharger has written permission from the municipality;
  - (m) Pathological waste in any quantity;
  - (n) Animal wastes from tanning operations;
  - (o) Viscous or solid matter (i.e., ashes, cinders, sand, clay, wood, plastics, etc.) that may cause obstructions of flow or interference with the sewage operation.
- (4) No person shall discharge, into wastewater facilities, sewage or wastewater containing a concentration in excess of any of the limits set out in Table 1:

**Table 1 – Concentration Limits – Wastewater Facilities**

Substance	Milligrams per Liter
Aluminum, Total	50
Antimony, Total	5
Arsenic, Total	1
Barium, Total	5
Benzene	0.01
Beryllium, Total	5
Biochemical Oxygen Demand	300
Bismuth, Total	5
Cadmium, Total	0.1
Chemical Oxygen Demand	1000
Chlorides	1500
Chloroform	0.05
Chromium, Total	4
Cobalt, Total	5
Copper, Total	1
Cyanide, expressed as HCN Total	2
1,2 - Dichlorobenzene	0.1
1,4 – Dichlorobenzene	0.1
Cis – 1,2 – Dichloroethylene	4.0
Trans – 1,3 – Dichloropropylene	0.15
Ethylbenzene	0.15
Fluoride expressed as F	10
Iron, Total	50
Lead, Total	1
Manganese, Total	5
Mercury, Total	0.01
Methylene chloride	0.2

**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
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Substance	Milligrams per Liter
Molybdenum, Total	5
Nickle, Total	2
Oil & Grease – mineral or synthetic in origin	15
Oil & Grease – animal or vegetable in origin	100
o-Xylene	0.5
Phenolic Compounds (4AAP)	1
Phosphorus, Total	10
Selenium, Total	1
Silver, Total	2
Sulphates Expressed as SO <sub>4</sub>	1500
Sulfides expressed as H <sub>2</sub> S <sub>2</sub>	2
Suspended Solids, Total	350
1,1,2,2 – Tetrachloroethane	1.0
Tetrachloroethylene	1.0
Tin, Total	5
Titanium, Total	5
Toluene	0.01
Total Kjeldahl Nitrogen	100
Trichloroethylene	1.0
Vanadium, Total	5
Xylenes, Total	1.5
Zinc, Total	2

\* A reference to "Total" in this table denotes total concentrations of all forms of the metal and ion including both particulate and dissolved species.

- (5) No person shall discharge, into wastewater facilities sewage or wastewater under circumstances where water has been added for the purpose of dilution to achieve compliance with Sections 4(2) and 4(4).
- (6) No person shall discharge into wastewater facilities any effluent from a heat pump that extracts heat from a groundwater source.
- (7) No person shall discharge cooling water or uncontaminated water to wastewater facilities unless the discharge has been permitted by the municipality.
- (8) Compliance with any limit is not attainable by dilution.

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**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
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## **5. DISCHARGE TO STORMWATER SYSTEM**

- (1) Except as otherwise provided in this bylaw, no person shall discharge, release, place or cause to be placed, any substance other than stormwater or uncontaminated water into a storm sewer.

## **6. GREASE, OIL, SEDIMENT, SAND TRAPS OR INTERCEPTORS**

- (1) Grease, oil, sediment and sand traps or interceptors shall be installed in all food service facilities, and car or truck washes or any discharge when, in the opinion of the municipality, such a device is necessary for the proper handling and control of wastewater being discharged to the municipal wastewater facilities.
- (2) Traps or interceptors shall be installed such that they are easily accessible for all aspects of cleaning and inspection.
- (3) Traps or interceptors shall be maintained by the owner or operator in a condition of continuous efficient operation at the owner's expense.
- (4) No retained or trapped oil, grease, sediment, sand, silt, or other matter in any form shall be allowed to pass from the installed trap or interceptor into the wastewater facilities; removal of retained or trapped materials shall be achieved by pumping or other physical means and shall be hauled away and disposed of as required by law.
- (5) Whenever an inspection of an installed trap or interceptor results in a written notice for action on the part of the person(s) responsible for the installed device, such action shall be completed within the compliance period granted by the written notice.
- (6) The owner or operator of an establishment shall provide the municipality, upon request, with the frequency of inspection and maintenance of any installed grease, oil, sediment and sand traps or interceptors as well as information as to the disposal method employed and location of hauled waste material.
- (7) Any reasonable request for inspection by the municipality shall be granted by the owner or operator of the establishment.

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## 7. SPILLS

- (1) Every person who discharges, deposits, causes, or permits the discharge or deposit of any matter in any sewer that in nature or quantity is not in the ordinary course of events shall forthwith notify the Municipality.
- (2) For any discharge in Subsection 7(1) the information with the notification shall include:
  - a. Name of Company and civic address of the spill;
  - b. Name of the person, including contact numbers, reporting the event;
  - c. Particulars on the spill:
    - a. Time
    - b. Type and volume of the material discharged
    - c. Potential hazard of the material discharged\
    - d. Corrective actions being taken to control the spill
- (3) Within 5 days of the spill a detailed report describing the cause and actions taken is to be submitted to the Municipality. The report shall include preventative and corrective actions to prevent a recurrence.

## 8. REPORTING REQUIREMENTS

- (1) No industrial, commercial, or institutional discharger shall discharge sewage, wastewater, cooling water, uncontaminated water or any combination thereof, to wastewater facilities without first submitting to the Engineer of the Municipality the following completed reports:
  - a. The “Short Version of the Discharger Information Report” attached as Form 1; and
  - b. The “Complete Discharger Information Report” attached as Form 2 where, in the opinion of the Engineer, the discharge may have a significant impact on the wastewater facilities, and the municipality has notified the discharger that completion of the report is required; or where the discharger has or requires an extra strength or large volume surcharge agreement with the municipality.
- (2) If a discharger has been discharging to wastewater facilities prior to the enactment of this bylaw, the discharger shall comply with the requirements set out in subsection 7(1) within 30 days of receipt of written notice from the Engineer.

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**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
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- (3) The discharger shall provide written notification to the municipality of any changes to the information filed pursuant to subsections 6(1) and 6(2) within 60 days of the change.

## **9. DISCHARGER SELF-MONITORING**

- (1) The discharger shall undertake the monitoring or sampling of any discharge to the wastewater facilities as may be required by the Engineer, and provide the results in accordance with written notice from the Engineer.
- (2) The obligations set out in or arising out of subsection 8(1) shall be completed at the expense of the discharger.

## **10. EXTRA STRENGTH AND VOLUME SURCHARGE AGREEMENT**

- (1) Where large volumes of sewage, extra strength sewage or wastewater is discharged to wastewater facilities, the municipality may enter into a surcharge agreement with a discharger permitting exceedances of the limits set out in subsection 4(4), including, but not limited to, any one or more of the following:
- a. Biochemical oxygen demand;
  - b. Solvent extractables – animal or vegetable in origin;
  - c. Total kjeldahl nitrogen;
  - d. Phosphorous, total;
  - e. Suspended solids, total; or
  - f. Large volumes.
- (2) The agreement may include terms and conditions under which the discharge is permitted and the method by which the municipality shall recover costs incurred by the pumping and treatment of the wastewater.
- (3) During the term of the agreement, the discharger shall be exempt from meeting the limits set out in subsection 4(4) for the parameter(s) included in the agreement, if all conditions stipulated in the agreement are met.
- (4) Notwithstanding subsection 9(1), where a discharger has entered into an extra strength surcharge or large volume agreement, any anticipated change in the information provided pursuant to Section 6 must be submitted to the municipality prior to the change to allow an assessment of the impact of the change on the agreement.

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**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
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- (5) The municipality may terminate the agreement at any time and the termination shall be effective within 30 days of the delivery of a written notice to the discharger's site or head office.
- (6) As part of the agreement the municipality may require the discharger to provide a Control Service Access as outlined in Section 13 of this bylaw.

## **11. COMPLIANCE AGREEMENT**

- (1) Where the discharger, at the coming into force of this bylaw, is out of compliance with one or more conditions in Section 4, the municipality may enter into a compliance agreement with a discharger to provide a plan for achieving compliance with the bylaw within a specified time.
- (2) The agreement shall:
  - a. Be for a fixed term;
  - b. Contain reporting requirements to the Engineer on significant stages in the progress towards compliance as determined by the municipality; and
  - c. Include a maximum interim limit for the parameter or parameters covered by the agreement.
- (3) During the term of the compliance agreement, the discharger shall be exempt from those parts of Section 4 specified in the compliance agreement provided that all of the conditions of the agreement are met by the discharger prior to the expiry of the agreement.
- (4) The agreement may be terminated with 48 hours' notice by the municipality at any time where the terms and conditions of the agreement are not being met.
- (5) As part of the agreement the municipality may require the discharger to provide a Control Service Access as outlined in Section 13 of this bylaw.

## **12. SAMPLING AND ANALYTICAL REQUIREMENTS**

- (1) Where the Engineer determines that monitoring of any discharge to the wastewater facilities is required, the owner or operator of industrial, commercial, or institutional premises may be required to monitor, analyse, and report to the Engineer the results of the monitoring program at the owner's expense.

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**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
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- (2) The Engineer may specify specific time periods for collection of samples and analytical requirements based on practices of the business, as required.
- (3) The Engineer may from time to time enter any premises and conduct such tests as deemed necessary.
- (4) All tests, measurements, analysis, and samples handling shall be carried out in accordance with “Standard Methods” and by a laboratory certified by the Canadian Association of Environmental Laboratories.

### **13. CONTROL SERVICE ACCESS**

- (1) The Engineer may require the installation of a control service access or the upgrading of an existing control service access, for each connection to the wastewater facilities for the purpose of monitoring or sampling discharges.
- (2) A control service access required under subsection 13(1) shall be:
  - a. Located on the property of the discharger unless the municipality permits an alternative location;
  - b. Constructed and maintained at the expense of the discharger;
  - c. Accessible at all times by the municipality;
  - d. Constructed in a manner which meets the standards of the municipality; and
  - e. Maintained to ensure access and structural integrity.

### **14. GENERAL**

- (1) For the purpose of the administration of this bylaw, the Inspector may, upon production of his identification, enter any industrial premises and have free unimpaired access, to observe and measure the flow of wastewater to any sewer and to collect any samples required at reasonable times upon reasonable notice.
- (2) No person shall break, damage, destroy, deface or tamper or cause or permit the breaking, damaging, destroying, deface or tampering with:
  - a. Any part of the sewage system or storm sewer system; or
  - b. Any permanent or temporary device installed in the sewage system or storm sewer system for the purpose of measuring, sampling, and testing of wastewater.

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**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
**SECTION: OPERATIONAL SERVICES**  
**BYLAW NO: D-3**

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- (3) No work shall be carried out on any sewer other than by the authority of the Municipal Engineer.
- (4) The Council shall have the power to stop and close up and prevent from discharging into the sewage system, any private sewer or drain through which substances are discharged or into which substances are thrown, deposited, or supposed to be put, prohibited by this bylaw or which are liable to injure the sewers or obstruct the flow of sewage.
- (5) The Council shall not cause any sewer to be closed up pursuant to this subsection unless the owner of the sewer is first notified and given an opportunity to be heard by the Council.

## **15. INSTALLATIONS**

The Town shall provide all installations required for the connections within the rights-of-way of the Town streets when:

- a. The owner pays the connection charge provided in Section 18 hereof, and
- b. The property fronts on a street in which there is a sewer main.

## **16. REQUIREMENTS**

- (1) Size, slope, alignment, materials of construction of the building sewer and the methods to be used in excavating, placing the pipe, jointing, testing, backfilling the trench and the connection to the public sewer, shall all conform to the requirements of the Town as they may exist at the time of installation.
- (2) All building sewers shall incorporate an effective backwater valve.

## **17. ELEVATION**

- (1) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor.
- (2) In all buildings in which the building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drains shall be lifted by an approved means and discharged to the building sewer.

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**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
**SECTION: OPERATIONAL SERVICES**  
**BYLAW NO: D-3**

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## **18. FEES**

The owner of every property fronting on any street in which there is a public sewer and which has been or may hereafter be connected with a public sewer by a building service connection from said house, shall pay to the Town the amount as set out in the Town's Annual Review of User Fees Policy, 03470-03

## **19. PENALTY**

- (1) Any person who contravenes any provision of this bylaw shall be liable upon summary conviction for every such offence to a penalty of not less than five hundred dollars (\$500.00) and not exceeding fifty thousand dollars (\$50,000.00) or in default of payment, to imprisonment for a term not exceeding ninety days and each day that the offence continues shall constitute a new offence.
  
- (2) Any person alleged to have violated this bylaw, who is given notice of the alleged violation and where the said notice so provides for payment, may pay a penalty in the amount of five hundred dollars (\$500.00) to the TOWN OF AMHERST provided that said payment is made within a period of 14 days following the day on which the alleged violation was committed, and said payment shall be in full satisfaction, releasing and discharging all penalties and imprisonments incurred by the person for said violation.

**TITLE: BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS**  
**SECTION: OPERATIONAL SERVICES**  
**BYLAW NO: D-3**

For Administrative Use Only:

<b>Bylaw Respecting Discharge into Public Sewers D-3 Adoption</b>	
<b>First reading:</b>	<del>March 27, 2023</del>
<b>Notice of Intent:</b>	April 5, 2023
<b>Second Reading</b>	April 24, 2023
<b>Notice of Publication and Effective Date of Bylaw:</b>	April 26, 2023
<b>Notice to Service Nova Scotia &amp; Municipal Relations:</b>	April 28, 2023

## VERSION LOG

<b>Bylaw Owner</b>	<b>Amendment Description</b>	<b>Council Approval Date</b>
<b>Director of Operations, Bourgeois</b>	Amended to prohibit effluent from heat pumps to be discharged into the Town's sewage system, and housekeeping amendments	April 24, 2023
	Add the following to section 1 Short Title and Application: and shall apply to all areas within the Municipality and to all the areas outside of the Municipality that are serviced by a sewer system discharging directly or indirectly into any of the wastewater facilities owned, operated and maintained by the Municipality.	

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**TITLE:** User Fee Policy  
**SECTION:** FINANCIAL MANAGEMENT  
**POLICY NO.:** 03470-03

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**APPROVAL DATE:** April 28, 2025

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

**PURPOSE:**

To establish a schedule of user fees for Council to review for appropriateness and to revise if necessary, during the annual budgeting process.

**POLICY STATEMENT:**

It is appropriate for Council to charge fees, as authorized under the *Municipal Government Act*, in the Town's Bylaws, Policies and Procedures in order to defray its administrative costs. In order to allow for a systematic and thorough evaluation of those fees, a comprehensive schedule of User Fees with applicable tax status has been established. The responsibility for the accuracy of the Schedule shall rest with the department to which a fee applies. Any additions/deletions to the Schedule will be updated by the Executive Office. Those fees legislated under Provincial and/or Federal Acts and Authorities will also be shown on the schedules for completeness, but will not be subject to change by Council.

**OBJECTIVES:**

To make the administration of the cost recovery portion of the Town's Bylaws, Policies and Procedures more efficient and to determine the impact on each year's projected revenues during the budget process. By combining all of the fees in one document, the review will be more visible and complete.

**TITLE:** User Fee Policy  
**SECTION:** FINANCIAL MANAGEMENT  
**POLICY NO.:** 03470-03

<b>Corporate Services</b>		
<b>SERVICE/PRODUCT/ADMINISTRATIVE</b>	<b>FEE</b>	<b>HST STATUS</b>
Photocopies	.25/copy	Plus HST
Tax Certificates	\$50.00	HST Exempt
NSF Cheques	\$20.00	HST Exempt

<b>By-Law Fees Collected by Corporate Services</b>		
<b>C-4 Dog-By-Law, Schedule A</b>		
Dog License spayed/neutered	\$15/yr	HST Exempt
Dog License un-spayed/un-neutered	\$30/yr	HST Exempt
Lost Tag Replacement	\$15	HST Exempt
Dog-1 <sup>st</sup> Impoundment	\$75	Plus HST
Licensed Dog-2 <sup>nd</sup> Impoundment	\$150	Plus HST
Licensed Dog-3 <sup>rd</sup> & Subsequent Impoundments	\$150	Plus HST
Unlicensed Dog-Impoundments	\$150	Plus HST
Maintenance fee – Impoundment period	\$25/per day	Plus HST
<b>C-11 False Alarms - After 2<sup>nd</sup> Notice</b>	<b>\$50/alarm</b>	<b>HST Exempt</b>

<b>Operational Services</b>		
It is not the intention of the policy to rent Town of Amherst equipment to the general public; these rates and the availability of this equipment are contemplated for use by commercial concerns only.		
<b>Equipment Charge out Rates</b>	<b>Rate per Hour</b>	<b>HST Status</b>
Backhoe	\$93.00*	Plus HST
Loader	\$97.25	Plus HST
1-ton trucks/Service trucks	\$44.23*	Plus HST
3-5 ton trucks	\$66.00*	Plus HST
Street Sweeper	\$115.00*	Plus HST
Trackless	\$70.00*	Plus HST
Sewer Camera	\$100.00*	Plus HST
Line Locator	\$50.00*	Plus HST
Hole Hog	\$45.00*	Plus HST
Vermeer Brush Chipper	\$60.00*	Plus HST
Steamer	\$30.00*	Plus HST
Trash Pump	\$15.00	Plus HST
Diaphragm Pump	\$15.00	Plus HST
Line Painter	\$115.00/hour	Plus HST
Overhead charges extra – see procedure		

**TITLE:** User Fee Policy  
**SECTION:** FINANCIAL MANAGEMENT  
**POLICY NO.:** 03470-03

\* Price includes one operator and fuel during normal working hours;  
overtime labour rates are extra.

<b>Operational Services By-Laws</b>		
<b>D-3 Wastewater Discharge By-Law</b>		
<del>One Connection Existing Sanitary Sewer Lateral</del> New Sanitary Sewer Services	\$750.00 Cost of Service	HST Exempt Plus HST
<del>Storm Sewer Connection (if done at the same time as sewer connection)</del> Storm Sewer Connection	\$250.00 Cost of Service	HST Exempt Plus HST
<b>D-19 Sanitary Sewer Rates By-Law</b>		
Residential Metered Customers	\$.99 m <sup>3</sup>	HST Exempt
Commercial/Industrial/Institutional metered customers	\$.49 m <sup>3</sup>	HST Exempt
Annual Base Charges – Meter Size		
5/8"	\$82.80	HST Exempt
3/4"	\$124.20	HST Exempt
1"	\$201.25	HST Exempt
1.5"	\$395.60	HST Exempt
2"	\$626.75	HST Exempt
3"	\$1,247.75	HST Exempt
4"	\$2,300.00	HST Exempt
Annual Non-metered Mobile Home Park Owner	\$189.23 /dwelling unit/year	HST Exempt
Uniform Charge for Wastewater Treatment Facility for unmetered mobile homes billed on the property Tax Bill	\$82.80/yr	HST Exempt

<b>Solid Waste Rates</b>		
Solid Waste Collection billed on Tax Bill	\$278.00/yr	HST Exempt
Replacement Green Bin (Composter)	\$95.00	Plus HST
Replacement White Kitchen Compost (Bucket)	\$5.00	Plus HST

<b>Services/Products – Operational Services</b>		
Electric Vehicle Charging Station User Fee	\$1.50/hr	HST Included

**TITLE:** User Fee Policy  
**SECTION:** FINANCIAL MANAGEMENT  
**POLICY NO.:** 03470-03

Street Breaking Permit (Policy 31600-08)	\$500.00	Plus HST
<del>Commercial Sewer Service (Policy 31600-14)</del> Estimated by Engineer and final adjustment when work is done	<del>Cost of Service</del>	<del>Plus HST</del>

<b>Planning and Development Department</b>		
Zoning Confirmation Letter	\$50.00	HST Exempt
Copy of Land Use Bylaw or Municipal Planning Strategy	\$20.00	HST Exempt
Copy of Zoning Map (11 x 17)	\$5.00	HST Exempt
Copy of Zoning Map (50 cm x 60 cm)	\$10.00	HST Exempt
Application to Amend the Land Use Bylaw	\$200.00	HST Exempt
Application for a Development Agreement	\$200.00	HST Exempt
Application to Amend the Municipal Planning Strategy	\$300.00	HST Exempt
Application for a Variance or Site Plan	\$75.00	HST Exempt
Creation of Mapping Document	\$60.00/hr (including 10 lineal metres of maps)	Plus HST
Print Existing Map – less than 50 cm x 50 cm	\$25.00	Plus HST
Print Existing Map – more than 50 cm x 50 cm	\$50.00	Plus HST

<b>Building Permits</b>		
New residential buildings, community centres, churches	\$50.00 + \$0.12 per square foot	HST Exempt
New Commercial, Industrial or other building not listed	\$50.00 + \$0.17 per square foot	HST Exempt
All alterations or repairs	\$50.00 + 0.25% of value	HST Exempt
Decks, accessory buildings and farm buildings	\$50.00 + \$0.04 per square foot	HST Exempt
Demolition	\$20.00	HST Exempt
Permit Renewals	\$50.00	HST Exempt
Development Permit	\$50.00	HST Exempt
<b>Police Department</b>		
Commissioner of Oaths Signing	\$15.98	HST Exempt

**TITLE:** User Fee Policy  
**SECTION:** FINANCIAL MANAGEMENT  
**POLICY NO.:** 03470-03

Criminal Record Check/Vulnerable Sector for Amherst citizens to participate as volunteers for community organizations.	Waived	N/A
Criminal Record Check	\$30.00	Plus HST
Criminal Record Check for Amherst citizens to participate as volunteers for community organizations	Waived	N/A
Serial # Verification (homemade trailers)	\$25.00	Plus HST
Fingerprints (for non-criminal reasons)	\$50.00	Plus HST
Accident Reports	\$25.00	Plus HST
Community Room Rental	\$125.00/day \$75.00/half day	Plus HST
<b>C-9 Taxi By-Law, Schedule E</b>		
Taxi Cab License	\$25/yr	HST Exempt
Taxi License Transfer	\$10	HST Exempt
Taxi Driver License	\$20/yr	HST Exempt
Taxi Driver License Replacement	\$10	HST Exempt
Taxi License Photo	\$10.00	Plus HST

<b>Fire Department</b>		
Firefighter	\$20.00/hour	HST Exempt
Apparatus	\$200.00/in use; \$100.00/standby	HST Exempt
Standby Jaws of Life Alarm	\$350.00	HST Exempt
Meters	\$50.00/hr	HST Exempt
Saws	\$50.00/hr	HST Exempt
Lighting System	\$25.00/hr	HST Exempt
Generator	\$25.00/hr	HST Exempt
Foam – All Types	\$185.00/jug	HST Exempt
Specialized Suits – Hazmat	Replacement cost	HST Exempt
PPE (bunker gear)	Replacement cost	HST Exempt
Fire Extinguisher Training	\$300.00 up to 15 people	Plus HST
Fire Inspections	\$75.00/hr	Plus HST
Inspection Confirmation Letter	\$50.00	HST Exempt

**TITLE:** User Fee Policy  
**SECTION:** FINANCIAL MANAGEMENT  
**POLICY NO.:** 03470-03

<b>Recreation</b>								
<b>Ice Time/Stadium</b>								
The rates below are per hour plus HST.								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Holidays
<b>Early Time</b> 6:30-8:30am	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$128.00
<b>Fair Time</b> 8:30-5:00pm	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	-	-	\$128.00
<b>Prime Time</b> 5:00-12:00am	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00
<b>Youth Time</b> Monday-Sunday	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00

**Youth Time Rates Include:**

- Groups affiliated with Amherst Skating Club; or
- Groups affiliated with another skating club; or
- Groups affiliated with Skate Nova Scotia and/or Skate Canada who are **18 years old and younger.**
- Groups affiliated with Cumberland County Minor Hockey; or
- Groups affiliated with another minor hockey association; or
- Groups affiliated with Hockey Nova Scotia or Hockey Canada who are **18 years old and younger.**
- Groups affiliated with Ringette Nova Scotia; or
- Groups affiliated with Ringette Canada who are **18 years old and younger.**
- Community groups who don't reside in the Town of Amherst and are **18 years old and younger.**

<b>Photocopies/Stadium (Policy 72000-06)</b>		
8 ½ X 11 (Town Paper)	\$0.10/copy	Plus HST
8 ½ X 14 (Town Paper)	\$0.15/copy	Plus HST
11 X 17 (Town Paper)	\$0.25/copy	Plus HST
8 ½ X 11 (own paper)	\$0.05/copy	Plus HST
8 ½ X 14 (own paper)	\$0.05/copy	Plus HST
11 X 17 (own paper)	\$0.10/copy	Plus HST

**TITLE:** User Fee Policy  
**SECTION:** FINANCIAL MANAGEMENT  
**POLICY NO.:** 03470-03

<b>Ballfield User Policy (Policy 72300-01)</b>		
Lights	\$18/diamond/game	Plus HST
Tournament Fee	\$100/day	Plus HST
Tournament Lights	\$30/day	Plus HST

<b>Stadium Advertising Rates plus artwork, design and production*</b>		
Ice logos	\$400.00	Plus HST
Dasherboard	\$400.00	Plus HST
Wall Signage (4X6)	\$400.00	Plus HST
Ice Making Machine	\$2,500.00	Plus HST
Red and Blue Line – per line (not per side)	\$100.00	Plus HST
Stairs Kick Plates	3 for \$150.00	Plus HST
Score clock Small	\$600.00	Plus HST
Score clock Large	\$850.00	Plus HST

\*In addition to the advertising rate, the customer will be responsible and invoiced for all cost(s) associated with the creation of artwork, design, production & installation if applicable. Actual quote will be provided at the time the service is requested.

<b>Off Season Stadium Rentals</b>		
Rink Floor Only	\$50.00 per hr or \$630.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Entire Facility including meeting rooms, team rooms	\$70.00per hr or \$790.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Extra Employees	\$25.00 per person per hour	Plus HST
2 <sup>nd</sup> Floor meeting room and lounge	\$50.00 per hour or \$150.00 per day	Plus HST

\*Includes one employee during that time

**TITLE:** User Fee Policy  
**SECTION:** FINANCIAL MANAGEMENT  
**POLICY NO.:** 03470-03

<b>Community Credit Union Business Innovation Centre</b>			
<b>Rental Fee</b>	<b>Daily</b>	<b>1/2 Day</b>	<b>Hourly</b>
Conference Room	\$400.00	\$250.00	\$80.00
Conference Room – Community	\$240.00	\$150.00	\$48.00
Boardroom	\$125.00	\$80.00	\$25.00
Boardroom – Community	\$75.00	\$48.00	\$15.00
Hub	\$75	\$50	
Hub – Community	\$45	\$30	
Evening & Weekend Surcharge			\$20.00
Evening & Weekend Surcharge – Community			\$12.00
Sound & Lighting Technician			\$30.00
Sound & Lighting Technician – Community			\$18.00

\*HST shall be applied and be in addition to all rates noted for the Community Credit Union Business Innovation Centre

<b>Municipal Government Act Fees – FOI-POP Section 466, MGA</b>
The fees charged for access to information under Part XX of the MGA (Freedom of Information and Protection of Privacy) shall be in accordance with the Freedom of Information and Protection of Privacy Regulations of Nova Scotia, as amended from time to time.

Note: “All rates and charges with respect to the Amherst Water Utility will be in accordance with the schedule of rates for water and water services as approved by the Utility and Review Board of Nova Scotia from time to time and as reflected in the Order of the Board.”

**TITLE:** User Fee Policy  
**SECTION:** FINANCIAL MANAGEMENT  
**POLICY NO.:** 03470-03

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Finance	User Fee Policy is reviewed with departments annually as part of the operating budget process to determine if any updates / changes are required.

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Add Fee for Electric Vehicle Charging Station \$1.50/hr HST included.	Director of Finance - Wilson	Council	January 23, 2023
Increase Solid Waste Collection Uniform Charge from \$185 to \$268 per year.	Director of Finance – Wilson	Council	April 24, 2023
Increase the fees for Dog impoundments to reflect amendments made to the Companion Animal Bylaw	Director of Finance – Wilson	Council	January 22, 2024
Increase the Solid Waste Collection Uniform Charge from \$268/yr to \$278/yr, and remove the section for Beer/Liquor Concession Robb Centennial Park (Policy 72300-05)	Director of Finance - Wilson	Council	April 22, 2024
Increase Sewer Base Charges, Sewer Flat Charge and Wastewater Treatment Facility Uniform Charge.	Director of Finance – Wilson	Council	April 28, 2025
Change Policy to reflect changes to Wastewater Discharge By-Law	Director of Finance – Wilson	Council	

Minutes Reference Dates:

30 April 2007	29 October 2007	18 April 2008
28 May 2009	26 April 2010	24 May 2011
23 May 2012	01 May 2013	30 April 2014
12 June 2015	25 May 2016	03 October 2016
23 January 2017	23 May 2018	15 May 2019
25 May 2020	22 June 2020	27 September 2021
08 June 2022	22 April 2024	28 April 2025

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**TITLE: BUILDING SERVICE CONNECTIONS POLICY**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO: 31600-16**

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

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

### **Definition**

“Building Service Connection” means a piping system that conveys sewage, liquid waste, and or/storm water from a property to a municipal sewer.

### **POLICY**

1. Property owners are responsible for the construction and maintenance of the sewer service connection between the property line and their buildings.
2. Property owners are responsible for removal of blockages from the service connection between their building and the sewer main.
3. The Town is responsible for installation and structural repairs to that portion of the service connection on public property.
4. Town crews will not work on the installation or replacement of service connections on private property.

#### **This policy applies to:**

- a) All building service connections for residential, commercial, institutional, and industrial sites, and;
- b) Any building service connections provided to properties within the Municipality of the County of Cumberland (MCC) subject to the Intermunicipal Services Agreement between the Town of Amherst and MCC dated October 4, 2024.

~~If a service connection is obstructed, the following procedure shall be followed in removing the obstruction:~~

- ~~a) The Town will acknowledge all sewer calls by an on-site investigation at which time the sewer main at the street will be checked for blockage. If the sewer main is clear of obstruction then the blockage must be in the building service.~~
- ~~b) The owner of the building will call a private plumber to clear the obstruction in the service connection.~~
- ~~c) If the obstruction is located in the portion of the service connection on private property, the owner of the building is responsible for all costs of removal of the obstruction, including the expenses of any contractor to excavate and replace the pipe if necessary.~~

**TITLE: BUILDING SERVICE CONNECTIONS POLICY**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO: 31600-16**

- d) ~~If the obstruction is located in the portion of the service connection on municipal property and if it is determined by the Municipality that the cause of the obstruction was~~
- ~~i. non structural, the Municipality shall advise the owner of its determination and the owner shall be responsible for the cost of clearing the obstruction.~~
  - ~~ii. if the obstruction is caused by a broken, sheared, sagged or collapsed pipe or some other structural problem, the Municipality will rectify the deficiency at its expense and reimburse the owner for up to three hours of plumbers time from (b) above, upon proof of expenditure.~~

## ROLES AND RESPONSIBILITIES

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

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Add a section to describe who the policy applies to; remove section of if a service connection is obstructed.	Director of Operations, Bourgeois		

Minutes Reference Date: January 24, 2005

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**TITLE: SANITARY SEWER SERVICE CONNECTION TO COUNTY RESIDENTS**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO: 31600-15**

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

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

## **PURPOSE**

To determine when the extension of the Town's Sanitary Sewer System to properties outside our boundaries is appropriate.

## **POLICY STATEMENT**

The extension of sanitary sewer services to properties located outside the boundaries of the Town of Amherst will be reviewed on an individual basis. Any decision to extend the sanitary sewer service to a property outside of the Town of Amherst will require a motion of Council to amend this policy.

## **APPROVED PROPERTIES TO RECEIVE SANITARY SEWER SERVICES**

Sanitary sewer services will be provided to the Cumberland Regional Health Care Center (PID#25384009, PID#25047044, PID#25376930 and PID#25337478) at Exit 4.

Sanitary Sewer Services will be provided to PID#25044009, PID#25043951 and PID#25098021 at Exit 3 currently operated as the Wandlyn Inn, subject to an agreement between the Town of Amherst and the Municipality of the County of Cumberland for the provision of such services.

Sanitary Sewer Services will be provided to PID#25043928, PID#25043878, PID#25043860, PID#25076191, PID#25043183, PID#25340597, PID#25043399, PID#25369331, PID#25043886, PID#25044298, PID#25247560 and PID#25043944, subject to an agreement between the Town of Amherst and the Municipality of the County of Cumberland for the provision of such services.

Sanitary Sewer Services will be provided to properties within the Municipality of the County of Cumberland (MCC) subject to the conditions of an Intermunicipal Services Agreement between the Town of Amherst and MCC dated October 4, 2024.

**TITLE: SANITARY SEWER SERVICE CONNECTION TO COUNTY RESIDENTS**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO: 31600-15**

## ROLES AND RESPONSIBILITIES

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

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Amended policy to include a reference to the Intermunicipal Services Agreement between the TOA and MCC	Director of Operations, Bourgeois	Council	

Minutes Reference Date: November 26, 2001      June 23, 2014      November 29, 2021

**TITLE: STANDARD SPECIFICATIONS FOR MUNICIPAL SERVICES**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO: 31000-01**

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

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

**PURPOSE**

To ensure that standard specifications for water, sewer and streets are used in the effective and efficient construction and maintenance of municipal services infrastructure.

**POLICY**

The joint committee of the Nova Scotia Roadbuilders Association and the Nova Scotia Consulting Engineers Association has designed “Standard Specifications for Municipal Services” to be used for the construction of water systems, sanitary and storm sewers, and streets. These specifications meet the requirements of construction of such infrastructure for the Town of Amherst.

The Town of Amherst shall use the “Standard Specifications for Municipal Services” as amended from time to time, as its specifications for municipal services infrastructure.

This policy also applies to any infrastructure constructed for service connections provided to properties within the Municipality of the County of Cumberland (MCC) subject to the Intermunicipal Services Agreement between the Town of Amherst and MCC dated October 4, 2024.

**ROLES AND RESPONSIBILITIES**

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

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
Amended policy to include a reference to the Intermunicipal Services Agreement between the TOA and MCC	Director of Operations, Bourgeois	Council	

Minutes Reference Date: January 24, 2005

**TITLE: SEWER CONNECTION POLICY**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO: 31600-27**

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

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

## **POLICY STATEMENT**

The following shall be the policy of Council for all service connections to the Town's sanitary sewer and storm sewer system;

- a) When a sewer service connection is requested, a cost estimate will be prepared by the Town Engineer and forwarded to the client.
- b) When the client places the order for the service, they must complete a service connection request form and make payment to the Town in the amount of the estimated cost of the work.
- c) Should the actual cost of the work exceed the estimated cost, the client must pay the Town the additional monies. If the actual cost is less than the amount of the deposit, the Town will refund the amount owing to the client.

This policy applies to;

- a) All sanitary and storm sewer connections for residential, commercial, institutional, and industrial sites, and;
- b) Any sanitary sewer service connections provided to properties within the Municipality of the County of Cumberland (MCC) subject to the Intermunicipal Services Agreement between the Town of Amherst and MCC dated October 4, 2024.

**TITLE:** SEWER CONNECTION POLICY  
**SECTION:** ENGINEERING & PUBLIC WORKS  
**POLICY NO:** 31600-27

## ROLES AND RESPONSIBILITIES

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

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
New Policy	Director of Operations, Bourgeois		

Minutes Reference Date:

# SYNOPSIS

## BY-LAW TO AMEND THE BUILDING BY-LAW SECOND READING

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On April 1<sup>st</sup>, 2025, Nova Scotia adopted the latest edition of the National Building Code of Canada and new Building Code Regulations. Due to changes in the new regulations, the Town of Amherst's current Building Bylaw is no longer aligned with the updated codes.

The proposed amendments, mostly housekeeping in nature, update definitions to align with the National Building Code and corresponding regulations.

### **MOTION:**

**That Council give second reading of the By-law to Amend the Building By-law.**

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

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

**DATE:** June 23, 2025

**SUBJECT:** Building Bylaw Amendments

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**ORIGIN:** Adoption of new Nova Scotia Building Code Regulations necessitates updates to the town's Building Code Bylaw.

**LEGISLATIVE AUTHORITY:** NS Building Code Act

**RECOMMENDATION:** That Council give second reading of the By-law to Amend the Building Bylaw.

**BACKGROUND:** The National Building Code (NBC) is the model building code of Canada and forms the basis for all provincial building codes. Nova Scotia adopts the NBC under the Nova Scotia Building Code Act and corresponding Building Code Regulations. The Town of Amherst Building Bylaw formally adopts the Nova Scotia Building Code Act and Regulations and provides building officials authority to administer and enforce the codes.

As of April 1, 2025, Nova Scotia adopted the new Building Code Regulations (BCR) and the 2020 edition of the National Building Code of Canada (NBC). Due to changes in the new regulations, the Town of Amherst's current Building Bylaw D-6 is no longer aligned with the updated codes.

The amendments, mostly housekeeping in nature, update definitions to align with the NBC and BCR wording.

Since being presented at the May 20<sup>th</sup> COW, the draft Bylaw had spelling errors corrected. Also, upon further review staff have changed section 4.1 (a) such that it includes subsections 5 through 11 rather than deletes them. Staff felt that although these inspection requirements are redundant with the Code, they are worth keeping in the Bylaw for reference by the public.

**DISCUSSION:** The proposed amendments to the Town's Building Bylaw are intended to align with the new BCR and NBC requirements.

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





**AMHERST TOWN COUNCIL**

**RFD# 2025091**

**Date: June 23, 2025**

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

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

**COMMUNITY ENGAGEMENT:** None specific to this issue.

**ALTERNATIVES:** Do not give second reading and defer a decision to request additional information or changes to the Bylaw.

**ATTACHMENTS:** By-law to Amend the Building By-law; Draft Town of Amherst Building Bylaw with proposed amendments.

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## BY-LAW TO AMEND

### THE TOWN OF AMHERST BUILDING BY-LAW D-6

The Town of Amherst Building By-law, D-6, approved by Council on May 24, 2011 is hereby amended as follows:

1. Part 1 – Definitions under section c) replace NSBCR with National Building Code of Canada
2. Part 1 – Definitions under section d) add the words “to do anything in the”
3. Part 1 – Definitions under section g) update the entire definition of “owner” to read “means any person, firm or corporation controlling the property under consideration.”
4. Add section 1.2 to Definitions to read “The definitions in Section 1.4.1.2(1) of Division A of the Nation Building Code and the Nova Scotia Building Code Regulation apply to this bylaw, unless otherwise defined.”
5. Part 2 – Permits add a new section 2.1 Application to read:
  - a) This by-law applies to the administration and enforcement of the Building Code Act in the design, construction, erection, placement and occupancy of new buildings, and the alteration, reconstruction, demolition, removal relocation, occupancy and change of occupancy classification of existing buildings and to the work necessary to correct unsafe conditions in existing buildings reported to the authority having jurisdiction of observed during an inspection.
  - b) Any construction or condition that lawfully existed prior to the effective date of this bylaw need not conform to this by-law provided that such construction or condition does not constitute an unsafe condition in the opinion of the authority having jurisdiction.
  - c) Where a building or any part thereof is altered, this by-law applies to the parts of the building that are altered.
6. Part 4 – Inspections replace section a) with
  1. Footings in place;
  2. ICF foundations to be inspected prior to placing any concrete in the forms;
  3. Foundation insulation is placed on exterior of foundation;
  4. Water/sewer/storm line connections between footing and property line prior to covering;
  5. Foundation before backfilling;
  6. All under slab water/sewer connections;
  7. Basement floor slab insulation (if required);
  8. Prior to placing concrete over a hydronic heating system;
  9. Framing inspection once all rough in work is complete including plumbing, electrical, ventilation and heating;
  10. Insulation/vapor barrier inspection prior to covering
  11. Final inspection prior to allowing occupancy.

**TITLE: Building By-law**  
**SECTION: Operational Services**  
**BYLAW NO: D-6**

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

This By-Law shall be known as By-Law Number D-6, and may be cited as the “Building By-Law”. The Town’s Authority to enact this By-Law comes from the Building Code Act, R.S., c. 46, s. 1.

**PART 1 – DEFINITIONS**

- 1.1 a) “authority having jurisdiction” means the Town Council of the Town of Amherst and its officials, acting pursuant to Section 5 of the Building Code Act.
- b) “Building Official” means a qualified individual as designated by the Nova Scotia Building Code Training and Certification Board (NSBCTCB).
- c) “Code” means Nova Scotia Building Code Regulations or ~~NSBCR~~ **National Building Code of Canada.**
- d) “construct” means **to do anything in the** erection, installation, extension, relocation, material alteration or material repair of a building and includes the installation of a factory-made building fabricated or moved from elsewhere.
- e) “demolition” means **the doing of anything in** the removal of a building or any material part thereof.
- f) “material alteration” and “material repair” means the alteration or repair of a building which work is covered by the Building Code.
- g) “owner” **means any person, firm or corporation controlling the property under consideration.** ~~includes a person controlling the property under consideration, and also includes prima facie the assessed owner of the property whose name appears on the assessment roll prepared in accordance with the Assessment Act.~~
- h) “location certificate” means a surveyed drawing containing the geographic location of the footings in relation to the property lines. Dimensions will be shown from the footing to the property lines.
- i) “occupancy permit” means an acceptable final inspection has been performed and occupancy has been granted, as per the scope of work as listed in the “Use Description” area of the building permit.

**1.2 The definitions in Section 1.4.1.2(1) of Division A of the National Building Code and the Nova Scotia Building Code Regulation apply to this bylaw, unless otherwise defined.**

**TITLE: Building By-law**  
**SECTION: Operational Services**  
**BYLAW NO: D-6**

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## PART 2 – PERMITS

### 2.1 Application

- a) This by-law applies to the administration and enforcement of the Building Code Act in the design, construction, erection, placement and occupancy of new buildings, and the alteration, reconstruction, demolition, removal relocation, occupancy and change of occupancy classification of existing buildings and to the work necessary to correct unsafe conditions in existing buildings reported to the authority having jurisdiction of observed during an inspection.
  - b) Any construction or condition that lawfully existed prior to the effective date of this bylaw need not conform to this by-law provided that such construction or condition does not constitute an unsafe condition in the opinion of the authority having jurisdiction.
  - c) Where a building or any part thereof is altered, this by-law applies to the parts of the building that are altered.
- 2.2 A footing permit, building permit, occupancy permit and demolition permit shall be in the form as provided by the Building Official.
- 2.3 Before a permit is issued, an applicant must complete an application form, to be provided by the Building Official.
- 2.4 Every application for a permit shall:
- a) identify and describe in detail the work and occupancy to be covered by the permit for which application is made;
  - b) describe the land on which the work is to be done by a description that will readily identify and locate the proposed building;
  - c) include plans and specifications as required by the Building Code and show the occupancy of all parts of the building;
  - d) state the valuation and cumulative area of the proposed work and be accompanied by the required fee;
  - e) state the names, addresses and telephone numbers of the owner, architect, professional engineer, other designer and constructor; and
  - f) the Building Official may require proof that the plumber is a qualified licensed journeyman (either Red Seal or Province of Nova Scotia).
- 2.5 When an application for a permit has not been completed in conformance with the requirements of the Bylaw within six months after it is filed, the application shall be deemed to have been abandoned.
- 2.6 A building permit is valid for 12 months from the date of issuance and is renewable.

**TITLE: Building By-law**  
**SECTION: Operational Services**  
**BYLAW NO: D-6**

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- 2.7 A building permit may be renewed within 30 days of expiration subject to the conditions set forth in Sub-Section 2.8 that an inspection discloses that the project may safely be continued.
- 2.8 A building permit that is renewed pursuant to Section 2.7 is provisional and subject to the following conditions:
- a) Work on the subject property must begin within thirty (30) days from the time the permit is renewed and shall reasonable and seriously continue until completion;
  - b) A building permit may only be renewed once and the duration of the extension shall be based on the estimated completion date of the project;
  - c) Any revised plans deemed necessary by the Building Official or required as a result of any change in the scope of the work are to be submitted to and approved by the Building Official prior to commencement of any work; and
  - d) A fee for renewal is to be paid in accordance with the Town of Amherst User Fee Policy 3470-03, and as amended from time to time.
- 2.9 If any of the conditions set forth in Section 2.8 are not met or having been met are subsequently violated, the renewed building permit may be suspended or cancelled by the Building Official.
- 2.10 The Code applies, but a building permit is not required for:
- a) Accessory buildings not greater than 20 square meters (215.2 square feet) in area;
  - b) Interior and exterior non-structural material alterations and material repairs with a monetary value of five thousand dollars or less;
  - c) Replacement or installation of a new plumbing fixture that does not increase the hydraulic load of the drainage system or require alterations to an existing water distribution system or drainage system;
  - d) Siding replacement provided that there are no structural changes or repairs required regardless of cost;
  - e) Roof covering replacement provided that there are not structural changes or repairs required regardless of cost;
  - f) Window and door replacement provided that there are no structural changes or repairs required regardless of cost.
- 2.11 An occupancy permit is required for all building permits as per the requirements of the Code. In addition, an occupancy permit shall require that the exterior of the building be completely finished.
- 2.12 Before issuing a demolition permit, the Building Official shall be satisfied that:
- a) the building is not subject to the provisions of a by-law passed pursuant to the Heritage Property Act;

**TITLE: Building By-law**  
**SECTION: Operational Services**  
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- b) the remaining structural integrity of a building will not be jeopardized if only a portion of a building is being demolished;
  - c) that a “Notice of Approval” has been filled out by the applicant and signed by the authority having jurisdiction for the Amherst Fire Department. See Appendix “A”; and
  - d) See Section 4.3 for inspection requirements.
- 2.13 A permit is required for a temporary structure, tent or air supported structure if:
- a) the area exceeds 30m<sup>2</sup> or more;
  - b) it will be occupied for more than three days;
  - c) the permit shall be posted on the structure and shall state the conditions and the date for which the permit is no longer valid;
  - d) the permit may be extended in writing by the Building Official
  - e) see Section 4.4-3 for inspection requirements.
- 2.14 A permit “at owners risk”:
- a) may be issued at the risk of the owner, with conditions to ensure compliance with the Code, to excavate or to construct a portion of a building before all the plans of the project have been submitted or accepted, and
  - b) shall be clearly marked “at owner’s risk”.
- 2.15 Other Information Required:
- a) A permit for a whole project may be issued conditional upon the submission of additional information prior to commencing the work for which the information is pertinent, provided that the information is of such a nature that withholding the permit until the information was available would delay the work unreasonably.
  - b) The condition shall be set out on the face of the permit.

### PART 3 – PERMIT FEES

- 3.1 Fees for permits shall be as prescribed in the Town of Amherst User Fee Policy, Policy 3470-03, and as amended from time to time.

### PART 4 – INSPECTIONS

- 4.1 The owner/agent of/for a building being constructed under the scope of Part 9 of the Code shall notify the Building Official to inspect for compliance with the Code at the following stages of construction as noted on the building permit by the Building Official:
- a) For most conventional styles of construction:

**TITLE: Building By-law**  
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1. Footings in place;
  2. ICF foundations to be inspected prior to placing any concrete in the forms;
  3. Foundation insulation is placed on exterior of foundation;
  4. Water/sewer/storm line connections between footing and property line prior to covering;
  5. Foundation before backfilling;
  6. All under slab water/sewer connections;
  7. Basement floor slab insulation (if required);
  8. Prior to placing concrete over a hydronic heating system;
  9. Framing inspection once all rough in work is complete including plumbing, electrical, ventilation and heating;
  10. Insulation/vapor barrier inspection prior to covering
  11. Final inspection prior to allowing occupancy.
- b) For mini homes (manufactured housing) site preparation, foundation installation and anchorage are to be in accordance with GSA Z240 MH and the inspection requirements are as follows:
1. Pad preparation (if required)
  2. Anchorage inspection
  3. Water/sewer connection inspection, and
  4. Final inspection prior to occupancy.
- c) For modular homes certified to CAN/CSA-A277-08 "Procedure for Factory Certification of Buildings" as complying with the technical requirements of this Code, the inspection requirements are for all site built components only and they include all relevant inspections as per Sub-Section 4.1.4.
- 4.2 The owner of a building being constructed outside the scope of Part 9 of the Code shall notify the authority having jurisdiction to inspect for compliance with the code:
- a) of the intent to undertake construction that will be inspected and will be reviewed as required by Article 2.1.1.5., 2.1.1.6., or 2.1.1.7., of the Provincial Building Code Regulations;
  - b) of intent to cover construction that has been ordered to be inspected by the authority having jurisdiction before covering;
  - c) at intervals deemed necessary by the authority having jurisdiction based on the complexity of the building; and
  - d) when construction has been completed so that a final inspection can be made.
- 4.3 Inspection requirements for a demolition permit are as follows:
- a) A final inspection to ensure that no debris has been left behind and that there are no unsafe conditions or damage caused as a result of the demolition.

**TITLE: Building By-law**  
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**BYLAW NO: D-6**

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- 4.4 Inspection requirements for a temporary structure, tent or air supported structure are as follows:
- a) Prior to any use or occupancy;
  - b) Final inspection once structure has been removed from site.
- 4.5 Location Certificates are required for all new main building construction. They are required once footings or pads have been put in place and prior to the footing inspection being performed. The Building Official will provide the permit holder instructions to continue the work once the required setbacks have been approved.
- a) The following will be excluded from the requirement of a location certificate:
    - 1. temporary buildings, and
    - 2. buildings not having a permanent foundation.
- 4.6 The Building Official shall be given a minimum of 24 hours notice to inspect the various stages of construction. Each stage of construction is to be complete in full prior to inspection, or no inspection will occur.
- 4.7 It is the responsibility of the permit owner (or their agent) to ensure that all required inspections are scheduled and that work does not proceed until such time as the Building Official gives written permission to proceed.

#### PART 5 – HOURS OF OPERATION

- 5.1 No person shall engage in construction or the operation of any construction equipment in connection with construction between the hours of 10:00 p.m. and 6:00 a.m. except where such construction or operation of equipment is on any highway, Town-owned street, sidewalk, or water or sewer utility.
- 5.2 Any person may make application to the Building Official to be granted an exemption from Part 5.1 of this Bylaw. Any exemption so granted shall:
- (a) specify a time period of not greater than three days during which the exemption shall be effective, and
  - (b) shall include such terms and conditions as the Building Official deems appropriate, which may include a requirement that the applicant provide advance notice to abutting land owners or tenants of the hours of the construction or operation of construction equipment to occur in accordance with the exemption.
- 5.3 In deciding whether or not to grant an exemption under Part 5.2 or in determining terms or conditions of the exemption, the Building Official shall give consideration to:

**TITLE: Building By-law**  
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- (a) the volume, nature, duration and consistency of noise emission from the construction or operation of construction equipment;
- (b) the proximity and nature of abutting or adjacent land uses;
- (c) the proposed hours of operation;
- (d) the nature and degree of any inconvenience to adjacent or abutting land owners;
- (e) the reason for the requested exemption, and the effect on the applicant if the exemption is not granted; and
- (f) any other factor relevant to balancing the interests of the applicant in the proposed activity against the interests of those persons who might be disturbed by the proposed activity.

5.4 Any contravention of the terms or conditions of an exemption pursuant to Part 5.2 shall constitute a contravention of this Bylaw. In addition to any other available remedies for such contravention, the Building Official may suspend or cancel an exemption.

#### PART 6 - PENALTIES

6.1 Every person who contravenes any provision of this By-law, the Building Code Act or the Nova Scotia Building Code Regulations is guilty of an offence and on summary conviction is liable to a fine of not less than five hundred dollars (\$500.00) and not exceeding twenty-five thousand dollars (\$25,000) or to imprisonment for a term of not more than one year or both as per the provision set forth in Section 19 of the Building Code Act.

#### PART 6 – REPEAL

~~6.1 The Town of Amherst Building By Law D-6 as amended by Council on 24 August 1998 and filed with the Minister of Housing and Municipal Affairs on 1 October 1998 is hereby repealed.~~

#### EFFECTIVE DATE

This Bylaw shall come into effect from and after the date of publication.

**TITLE:** Building By-law  
**SECTION:** Operational Services  
**BYLAW NO:** D-6

For Administrative Use Only:

Building Bylaw D-6 Adoption	
First reading:	
Notice of Intent:	
Second Reading:	
Notice of Publication and Effective Date of Bylaw:	
Notice to Service Nova Scotia & Municipal Relations:	

## VERSION LOG

Bylaw Owner	Amendment Description	Council Approval Date
Director of Planning & Economic Development, Fisher	Mostly housekeeping in nature, update definitions to align with the NBC and BCR wording.	

Minutes reference date: May 24, 2011 May 5, 2008

# SYNOPSIS

## BY-LAW TO REPEAL THE VACANT BUILDING BY-LAW SECOND READING

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The Town of Amherst's Vacant Building By-law, adopted in 2011, sets out maintenance standards and other requirements for boarding up vacant buildings that are already provided for by the Dangerous or Unsightly Premises provisions of the Municipal Government Act. As such, the Vacant Building Bylaw does not serve a useful purpose at this time and staff have recommended it be repealed.

### **MOTION:**

**That Council give second reading of the By-law to Repeal the Town of Amherst Vacant Building By-law.**

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

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

**DATE:** June 23, 2025

**SUBJECT:** Vacant Building Bylaw P-5

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**ORIGIN:** Scheduled review of Council Bylaws and Policies.

**LEGISLATIVE AUTHORITY:** MGA sections 171(1) *A council may make by-laws, for municipal purposes respecting:*

*(ja) the condition or maintenance of vacant buildings, structures and properties and, without restricting the generality of the foregoing, may*

*(i) adopt property maintenance and performance standards,*

*(ii) prescribe the manner in which buildings or structures must be secured by owners or the municipality, and*

*(iii) limit the length of time that buildings or structures may remain boarded up;*

*(jb) the maintenance and sightliness of property including grounds, lawns, buildings and structures;*

**RECOMMENDATION:** That Council give second reading of the Bylaw to Repeal the Town of Amherst Vacant Building Bylaw.

**BACKGROUND:** The subject Bylaw, adopted in 2011, sets out requirements and standards for vacant buildings. In particular, it requires that vacant buildings be kept weather tight and secure from unauthorized entry. These requirements are already covered and enforced under the Dangerous or Unsightly Premises sections of the Municipal Government Act. The subject Bylaw also requires property owners of vacant buildings to obtain a Boarding Up Permit that is valid for 14 days and can be renewed upon approved by the Director of Planning.

Under section 10 Penalty of the Bylaw, the Town can apply to a court to fine the property owner and/or request an order to remove or demolish the building.

**DISCUSSION:** The subject Bylaw does not serve a useful purpose. As noted above, the Dangerous or Unsightly provisions of the MGA covers maintenance of the building. Regarding the Boarding Up Permit, it seems the intent is to limit the time a building is boarded up, but the consequences of exceeding the time limit set out in the Bylaw are problematic.





## AMHERST TOWN COUNCIL

RFD# 2025092

Date: June 23, 2025

Ordering removal of the boarded-up openings and replace any broken windows or doors does not achieve anything of significance. Seeking fines issued by the courts is expensive and time consuming, and might appear heavy handed by the public. The Town would be better served by focusing on conditions that make it attractive to invest in the Town's building stock rather than leave them vacant.

It has been suggested that a higher tax rate or area rate could be applied to vacant buildings to financially penalize vacant building owners, and that doing so could push them to sell the property to another party with the wherewithal to invest in the property. The MGA does not appear to give municipalities authority to assign different tax rates beyond commercial, residential and agriculture (resource) property. The Service Area Rate provision in the MGA relates to a service being provided. As such, the tax service area rate options are not practicable.

For the reasons discussed above, staff feel this Bylaw should be repealed.

**FINANCIAL IMPLICATIONS:** Enforcement of the Bylaw would incur significant legal costs.

**SOCIAL JUSTICE IMPLICATIONS:** Strict enforcement of the Bylaw could be considered as a heavy-handed way to deal with vacant buildings.

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

**COMMUNITY ENGAGEMENT:** Public notice of Council's intention to repeal the Bylaw.

**ALTERNATIVES:** 1) Maintain status Quo; 2) defer a decision and direct staff to make changes or provide additional information.

**ATTACHMENTS:** Vacant Building Bylaw P-5; Bylaw to Repeal



**TOWN OF AMHERST**  
**BY-LAW TO REPEAL THE VACANT BUILDING BY-LAW, P-5**

1. This is a by-law to repeal the Vacant Building By-law, P-6.
2. The Vacant Building By-law approved by Council on the May 24, 2011 is hereby repealed.

## NOTICE OF PUBLICATION

### Vacant Building By-law

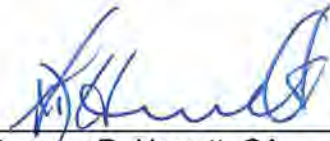
NOTICE IS HEREBY GIVEN that Amherst Town Council, at a meeting held on May 24, 2011, adopted a new Vacant Building By-law, P-5.

The new by-law requires vacant buildings to be maintained so as not to be unsightly. It requires all vacant buildings to be secure from entry, and all windows and doors to be maintained in good working order. A permit is required to board a building up, and is only valid for 14 days, and sightlines into vacant buildings from the street are to be blocked by decorated panels.

Copies of the new by-law may be inspected at the office of the Town Clerk, Confederation Memorial Building, Ratchford Street, during regular business hours. The by-law can also be viewed on the Town's web page at [www.amherst.ca](http://www.amherst.ca)

THIS IS TO CERTIFY that the foregoing is a Notice of Publication regarding the adoption of the above Town of Amherst Vacant Building By-Law as published in the local newspaper on June 9, 2011.

GIVEN under the hand of the Town Clerk and under the seal of the Town of Amherst this 9<sup>th</sup> day of June 2011.



\_\_\_\_\_  
Gregory D. Herrett, CA  
Town Clerk and Chief Administrative Officer

**TOWN OF AMHERST**  
**Vacant Building By-law**  
**P-5**

**Pursuant to Section 171 and 172 of the Municipal Government Act, BE IT ENACTED**  
by the Council of the Town of Amherst as follows:

1. (1) This By-law shall be known as the Vacant Building By-law. It shall apply to all vacant buildings within the Town of Amherst.
- (2) Where a provision of this By-law conflicts with the provision of another By-law in force within the Town, the provision that establishes the higher standards to protect the health, safety, and welfare of the general public shall prevail.

**DEFINITIONS**

2. (1) Unless otherwise defined herein, definitions contained in the *Nova Scotia Building Code Act, Nova Scotia Building Code Regulations, The Municipal Government Act, The Town of Amherst Land Use Bylaw, Town of Amherst Minimum Standards for Residential Occupancies Bylaw* and the *National Building Code* also apply to this By-law.
- (2) In this By-law
  - (a) "Administrator" means the person appointed by the Town to be the Dangerous or Unsightly Premises Administrator or their designate.
  - (b) "Building", for the purposes of this by-law, means any structure having a roof supported by columns or walls and used, or intended to be used to support or shelter any use or occupancy.
  - (c) "Boarding Permit", means a Boarding Up permit provided for in this Bylaw.
  - (d) "Council", means the Council for the Town of Amherst.
  - (e) "Inspector", means the person appointed by the Town to be the Building Inspector or their designate.
  - (f) "Town", means the Town of Amherst.
  - (g) "Order to Comply", means a notice to the owner of a building to correct any violations of this bylaw.
  - (h) "Owner", includes any one or combination of the following as defined in the *Municipal Government Act*:

- (i) a part owner, joint owner, tenant in common or joint tenant of the whole or any part of land or building,
  - (ii) in the case of the absence or incapacity of the person having title to the land or building, a trustee, an executor, a guardian, an agent, a mortgagee in possession or a person having the care or control of the land or building, in the absence of proof to the contrary, the person assessed for the property.
- (i) "Provincial Building Code", means the National Building Code as adopted pursuant to the Nova Scotia Building Code Regulations including amendments as may be made from time to time.
  - (j) "Vacant", in relation to a building means a building that is not being used or occupied for a period exceeding 28 days.

For the purposes of this Bylaw, a building is not being used or occupied solely by reason of:

- (i) Individuals who are present in the building without the consent of the owner; or
- (ii) The existence of equipment or stock in trade within a building or the occasional operation of such equipment, excluding a warehousing operation for which a development permit has been issued.

### **GENERAL DUTIES AND OBLIGATIONS**

- 3. (1) The owner of a vacant building must ensure that the building is secure from unauthorized entry at all times.
- (2) The owner of a vacant building must ensure that the building is maintained so as not to be dangerous or unsightly, as defined in the *Municipal Government Act*.

### **FOUNDATIONS AND EXTERIOR WALLS / YARDS OF VACANT BUILDINGS**

- 4. (1) The components of every exterior wall of a vacant building shall be maintained, weather tight, free from loose or unsecured objects and materials, prevent the entrance of insects and animals and prevent deterioration due to weather, insects, birds or animals.
- (2) All foundation supports forming part of a vacant building shall be maintained in good repair so as to prevent settlement of the building.
- (3) Vacant buildings shall be kept free of rodents and vermin at all times. Methods used for exterminating such pests shall be in accordance with the provisions of the *Pest Control Products (Nova Scotia) Act*.
- (4) All yards shall be kept clean and free of all debris, tall grass and weeds.

## **BOARDED UP VACANT BUILDING PERMIT REQUIRED**

5. (1) The owner of a vacant building must obtain a Boarding Up permit prior to boarding up of the building.
- (2) For clarification purposes, please note that there is no requirement to board up a vacant building provided all other relevant provisions of this bylaw are satisfied.
- (3) Permit Requirements:
  - (a) A Boarding Up permit shall be valid for a maximum of fourteen days.
  - (b) A second Boarding Up permit may be issued by the Administrator within a calendar year provided a request is received in writing from the owner.
  - (c) The third or any subsequent Boarding Up permits within a single calendar year require the approval of the Director of Planning and Development.
- (4) Notwithstanding Section 4 (1) of this Bylaw, a building may be boarded up at the discretion of the Town of Amherst Fire Chief or his designate without first obtaining a permit. Upon notification of the Fire Chief that the said building is no longer required to be boarded up for the purposes of the Town of Amherst Fire Department and if the building is to remain boarded up, a permit will be required.

## **VACANT BUILDING CONDITION**

6. (1) Windows, exterior doors, skylights, and basement or cellar hatchways shall be maintained in good repair and be weather tight.
- (2) The interior side of any windows shall not be directly covered with paper, cloth, plastic or other such material unless written permission is granted by the Administrator.
- (3) The sightline into a vacant building through any street facing ground floor window shall be blocked by a decorated panel not more than 2 meters from the interior side of the window. The design of such panel shall be approved by the Administrator.
- (4) Exterior stairs, porches, balconies and landings shall be maintained in good repair so as to be free of holes, cracks, and other defects which may constitute accident hazards.

## **INSPECTIONS**

7. (1) The Administrator may, for the purpose of ensuring compliance with this Part, enter in or upon any land or premises at any reasonable time without a warrant.

- (2) Except in an emergency, the Administrator shall not enter any room or place actually being used as a dwelling without the consent of the occupier unless the entry is made in daylight hours and written notice of the time of entry has been given to the occupier at least twenty four hours in advance.
- (3) If a person refuses to allow the Administrator to exercise, or attempts to interfere or interferes with the administrator in the exercise of a power pursuant to this Act, the administrator may apply to a judge of the Supreme Court of Nova Scotia for an order to allow the administrator entry to the building and an order restraining a person from further interference. *1998, c.18, s. 352.*

## **ORDERS BY THE ADMINISTRATOR**

8. If after an inspection, the Administrator is satisfied that in some respect, the building does not conform to the standards prescribed in this By-law the Administrator shall serve or cause to be served by personal delivery or registered mail to the owner(s) of the property, an Order to Comply.

(1) Every Order to Comply shall contain:


- (a) the standards with which the building does not comply;
  - (b) actions to be taken in order to bring the building into compliance with the standards;
  - (c) the date after which the building will be subject to a re-inspection to ascertain compliance with the Order;
  - (d) the action that will be taken against the owner, should the building not comply to the prescribed standards at the time of the re-inspection; and
  - (e) Where an Order has been served upon an owner, and the owner provides the Inspector with a schedule outlining specific time frames within which the work specified in the Order will be completed, the Inspector may accept or amend the schedule at which time the schedule will become a part of the Order
- (2) Where an owner fails to comply with the requirements of an Order within the time frame stipulated therein, the Administrator, his designate or contractors may enter upon the property without warrant or other legal process and carry out the work, specified in the Order.
  - (3) Where the Town carries out the work specified in the Order, the Town may charge and collect the costs thereof either from the owner or as a first lien on the property affected.

## TRANSITION PROVISIONS

9. Upon the adoption of this Bylaw, owners of vacant buildings which are currently boarded up will have 60 days to obtain the necessary permit.

## PENALTY

10. (1) Every person who contravenes any provision of this By-law is guilty of an offence and shall be liable, upon summary conviction, to a penalty not less than One Hundred Dollars (\$100.00) and not exceeding Five Thousand Dollars (\$5,000.00) and in default of payment to imprisonment for a period not exceeding ninety (90) days.
- (2) In any prosecution or proceeding in respect to any contravention of, or failure to comply with any provision of this By-law, which contravention or failure of compliance continues from day to day, the Court or Judge before whom the matter of such contravention or failure of compliance is heard, may, in addition to the penalty imposed for such contravention or failure, impose a further penalty not exceeding one hundred dollars or in default of payment ten (10) days imprisonment, for each day during which such contravention or failure has been continued.
- (3) In addition to any other remedy open to law, the judge may:
- (a) make an Order restraining the continuance of repetition of any such contravention or failure;
  - (b) make an Order directing the removal or destruction of any building or structure or part thereof so contravening or failing to comply, or in respect of which any such contravention or failure has taken place, and that upon failure to comply with such Order, the Inspector may remove, repair or destroy such building or part thereof at the expense of the owner;
  - (c) make such other Order as is required to enforce the provisions of this By-law, and the recovery of the expense of any such removal, repair or destruction by the Inspector, as to the Court or Judge seems fit.

<u>Clerk's Annotation for Official By-Law Book</u>	
Date of First Reading:	<u>26 April 2011</u>
Date of Notice of Intent to Consider:	<u>10 May 2011</u>
Date of Second Reading:	<u>24 May 2011</u>
*Date of Advertisement/Notice of Publication*	<u>9 June 2011</u>
Date of mailing to Minister a certified copy: *	<u>9 June 2011</u>
I certify that this <b>Building By-law</b> was adopted by Council and published as indicated above.	
 _____ Chief Administrative Officer	<u>9 June 2011</u> _____ Date

\*Effective Date of the By-Law unless otherwise specified in the text of the By-Law.

# SYNOPSIS

## DR. & MRS. H.E. CHRISTIE COMMUNITY FOUNDATION DONATION

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The Town of Amherst has accepted donations of this nature in the past and provided a donation acknowledgement letter to the donor and disbursed funds to the requested recipient. The key is that the disbursement is approved by Council and is for an expenditure which the municipality has the authority to spend. The Town received correspondence from the Dr. & Mrs. H.E. Christie Community Foundation advising that their board approved conditional grants, pending approval from the Town of Amherst totaling \$26,500 to the following:

- Amherst 50+ Seniors Club - \$15,000 for parking lot paving;
- Amherst Pre-School Association - \$10,000 for operating income, to replace United Way funding that was discontinued; and
- Fibre Arts Festival Society of NS - \$1,500 to support a festival to be held in Amherst in October. The letter from the Dr. and Mrs. H.E. Christie Community Foundation does not indicate an amount for the Fibre Arts Festival Society. An inquiry with John Matthews their Administrator confirmed the amount is \$1,500.

The Foundation is asking if Council will accept this donation from them in the above amount, issue a donation acknowledgement letter and provide grants as listed above.

There would be no financial implications for the Town in this transaction as the grant would be fully offset by the donation.

### **MOTION:**

**That Council approve the request to receive a donation of \$26,500 from the Dr. & Mrs. H.E. Christie Community Foundation to fund the grants listed below:**

- **\$15,000 to the Amherst 50+ Seniors Club;**
- **\$10,000 to the Amherst Pre-School Association; and**
- **\$1,500 to the Fibre Arts Festival Society of NS.**



## AMHERST TOWN COUNCIL

RFD# 2025084

Date: June 23, 2025

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

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

**DATE:** June 23, 2025

**SUBJECT:** Donation Requests from the Dr. & Mrs. H.E. Christie Community Foundation

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**ORIGIN:** Correspondence from the Dr. & Mrs. H.E. Christie Community Foundation that they will donate \$26,500 to the Town provided that the Town, in turn, provides the following grants; \$15,000 to the Amherst 50+ Seniors Club, \$10,000 to the Amherst Pre-School Association and \$1,500 to the Fibre Arts Festival Society of NS.

**LEGISLATIVE AUTHORITY:** Income Tax Act – Canada Revenue Agency Charity Guideline - Registered municipalities are considered qualified donees by the Canada Revenue Agency and therefore can issue official donation receipts and are eligible to receive gifts from registered charities.

**RECOMMENDATION:** That Council approve the request to receive a donation of \$26,500 from the Dr. & Mrs. H.E. Christie Community Foundation to fund the grants listed below:

- \$15,000 to the Amherst 50+ Seniors Club;
- \$10,000 to the Amherst Pre-School Association; and
- \$1,500 to the Fibre Arts Festival Society of NS.

**BACKGROUND:** The Town of Amherst has accepted donations of this nature in the past and provided a donation acknowledgement letter to the donor and disbursed funds to the requested recipient. The key is that the disbursement is approved by Council and is for an expenditure which the municipality has the authority to spend.

**DISCUSSION:** The Town received correspondence from the Dr. & Mrs. H.E. Christie Community Foundation advising that their board approved conditional grants, pending approval from the Town of Amherst totaling \$26,500 to the following:

- Amherst 50+ Seniors Club - \$15,000 for parking lot paving;
- Amherst Pre-School Association - \$10,000 for operating income, to replace United Way funding that was discontinued; and
- Fibre Arts Festival Society of NS - \$1,500 to support a festival to be held in Amherst in October. The letter from the Dr. and Mrs. H.E. Christie Community Foundation does not indicate an amount for the Fibre Arts Festival Society. An inquiry with John Matthews their Administrator confirmed the amount is \$1,500.



The Foundation is asking if Council will accept this donation from them in the above amount, issue a donation acknowledgement letter and provide grants as listed above.

**FINANCIAL IMPLICATIONS:** There would be no financial implications for the Town in this transaction as the grant would be fully offset by the donation.

**COMMUNITY ENGAGEMENT:** No community engagement is contemplated in carrying out this request. The community engagement occurred between the organizations and the Dr. & Mrs. H.E. Christie Community Foundation.

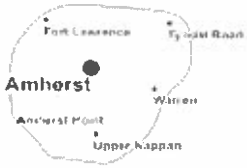
**ENVIRONMENTAL IMPLICATIONS:** No environmental implications are anticipated with this business process.

**ALTERNATIVES:**

1. Refer the matter to the June 23, 2025 Regular Council meeting for Council's consideration of accepting donation the from the Dr. & Mrs. H.E. Christie Community Foundation and providing grants;
2. Decline this request.

**ATTACHMENTS:**

- Letter from Dr. & Mrs. H.E. Christie Community Foundation re: conditional grants.
-



**Christie - Smith Community Fund**  
*consisting of*  
**The Hugh E. Christie Fund and the Michael D. Smith Fund**  
*administered by*



**The Dr. & Mrs. H.E. Christie Community Foundation**

Christie Fund

P.O Box 986, Amherst, Nova Scotia B4H 4E1  
 Phone: (902) 667-3209 E-mail: [TCCF@eastlink.ca](mailto:TCCF@eastlink.ca)

Smith Fund

*Trustees:* 28 May 2025

- David H. Christie
- Morris J. Haugg
- Jennifer Brennan
- Barry MacLeod
- Donna Fitzpatrick
- Mark Carter
- Linda Macleod

Town of Amherst  
 attn: Sarah Wilson  
 98 Victoria St. East  
 Amherst, NS  
 B4H 1X6

Dear Sarah,

At a recent meeting, the Trustees of The Dr. and Mrs. H.E. Christie Community Foundation approved Conditional Grants for the following applicants:

- (1) Amherst 50+ Seniors Club, attn.: Merrill Murray, PO Box 937, Amherst, NS B4H 4E1  
 - \$15,000, for parking lot paving, payable when completed.
- (2) Amherst Pre-School Association, attn.: Melissa Quinn, 1 Ratchford St., Amherst, NS B4H 1X2  
 - \$10,000, for operating income, to replace United Way funding that was discontinued.
- (3) Fibre Arts Festival Society of NS, c/o Lesley Hart, 24D Derby St., Amherst, NS B4H 3X7  
 - to support a festival to be held in Amherst in October.

These grants to non-qualified donees are conditional on approval from the Town to facilitate handling of the grants. I am writing to request approval from the Town to receive our funds and forward an equivalent amount to the applicants.

Please let me know at your earliest convenience your decision on this request.

If there are any questions regarding this matter, please advise. Thank you for your assistance.

Sincerely,  
  
 John Matthews, Administrator

JM/hs

# SYNOPSIS

## CAPITAL PAVING

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The 2025/26 capital paving program was approved by Council at the capital budget meeting in April and subsequently amended by Council at the May regular meeting of council to include the paving of additional streets.

A tender was issued with a closing date of June 5, 2025 and two bids were received:

- Miller Group                      \$980,350 +HST
- Dexter Construction              \$884,800 +HST

The approved budget includes \$973,700 for the asphalt paving of 13 streets. The cost of the proposed work including non-refundable taxes is \$918,926.74. Based on the estimated quantities the tendered amount is \$54,773.26 less than the approved budget.

However, this is a unit price contract and the final project cost will be determined by the actual quantities of material used but will not exceed the budget approved by Council.

### **MOTION:**

**That Council award the Capital Paving Tender (RFT-25-02) to the lowest compliant bidder, Dexter Construction, at their unit prices based on our estimated quantities in the total amount of \$884,800 plus HST.**



## AMHERST TOWN COUNCIL

RFD 2025081

Date: June 23, 2025

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

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

**DATE:** June 23, 2025

**SUBJECT:** Capital Paving Tender RFT-25-02

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**ORIGIN:** 2024/25 Capital Budget.

**LEGISLATIVE AUTHORITY:** 31700-01 Procurement Policy

**RECOMMENDATION:** That Council award the Capital Paving Tender (RFT-25-02) to the lowest compliant bidder, Dexter Construction, at their unit prices based on our estimated quantities in the total amount of \$884,800 plus HST.

**BACKGROUND:** A tender for the capital paving program was issued with a closing date of June 5, 2025. The following two bids were received:

- Miller Group \$980,350 +HST
- Dexter Construction \$884,800 +HST

**DISCUSSION:** The capital paving program for the 2025/26 fiscal year was approved by Council at the April 2025 Capital Budget meeting and amended by Council at the May 2025 Council meeting to include the paving of additional streets.

**FINANCIAL IMPLICATIONS:** The approved 2025/26 capital budget includes \$973,700 (non-recoverable taxes included) for asphalt paving of streets. The cost of the proposed work including non-refundable taxes is \$918,926.74. Based on the estimated quantities the tendered amount is \$54,773.26 less than the approved budget. However, as this is a unit price contract the final project cost is determined by the actual quantities of material used.

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

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



The approximately 650 tonnes of asphalt that will be removed through the cold milling process on South Albion Street can be used in our asphalt recycler for patching potholes or used in future projects such as trail construction.

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

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

**ATTACHMENTS:** None

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# SYNOPSIS

## SUMMER CAMP STUDENTS

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The Town of Amherst has been providing a summer parks program for children aged 5-13 since the 1970's. Every year the Town of Amherst hires students attending university and high school to supervise children and oversee the program. This year there are seven weeks of programming scheduled from July 7 to August 23. Traditionally there have been 4 park leaders hired at a 1:9 ratio to handle the camps and 1 student to instruct tennis and act as a float. Prior to Covid this has met the need based on registration.

Since 2022 our Summer Park Program registrations have been increasing steadily. This year registration has skyrocketed for the program and many parents have expressed disappointment and concern about not having the ability to successfully register their children.

Hiring three additional summer students for this program would enable the Town to accommodate an additional 27 students per week. While this will not fully meet the demand, it will help the situation greatly.

A longer-term solution can be discussed during the 2026/27 budget deliberations. In addition, staff have been directed by the CAO to look into our registration process to ensure it is as fair and equitable as possible.

### **MOTION:**

**That Council approve the transfer of \$18,000 from the Social Equity Reserve to cover the wages for three additional summer students for 8 weeks to help meet the increase in demand for this program.**



**AMHERST TOWN COUNCIL**

**RFD# 2025085**

**Date: June 23, 2025**

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

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

**DATE:** June 23, 2025

**SUBJECT:** Summer Parks Program

**ORIGIN:** Summer Parks Program

**LEGISLATIVE AUTHORITY:** Municipal Government Act Section **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 to transfer \$18,000 from the Social Equity Reserve to cover the wages for three additional summer students for 8 weeks to help meet the increase in demand for this program.

**BACKGROUND:** The Town of Amherst has been providing a summer parks program for children aged 5-13 since the 1970's. Every year the Town of Amherst hires students attending university and high school to supervise children and oversee the program. This year there are seven weeks of programming scheduled from July 7 to August 23. Traditionally there have been 4 park leaders hired at a 1:9 ratio to handle the camps and 1 student to instruct tennis and act as a float. Prior to Covid this has met the need based on registration.

**DISCUSSION:** Since 2022 our Summer Park Program registrations have been increasing steadily. This year registration has skyrocketed for the program and many parents have expressed disappointment and concern about not having the ability to successfully register their children.

Grade P - Grade 2	Campers	Waitlisted
<b>Week #1 Aloha Week</b>	18	18
<b>Week #2 Cycle &amp; Score Week</b>	18	5
<b>Week #3 Rainbow Week</b>	18	7
<b>Week #4 Under the Sea Week</b>	18	7



<b>Week #5 Survivor Week</b>	18	3
<b>Week #6 Fairytale &amp; Storybook</b>	18	5
<b>Week #7 Water Carnival</b>	18	8
<b>**With another 45 that have come in and have not been added to waitlist for each week</b>		

<b>Grade 3 - Grade 6</b>	<b>Campers</b>	<b>Waitlisted</b>
<b>Week #1 Aloha Week</b>	18	16
<b>Week #2 Cycle &amp; Score Week</b>	18	16
<b>Week #3 Rainbow Week</b>	18	20
<b>Week #4 Under the Sea Week</b>	18	26
<b>Week #5 Survivor Week</b>	18	24
<b>Week #6 Mad Scientist Week</b>	18	21
<b>Week #7 Splish Splash</b>	18	28
<b>**With another 21 that have come in and have not been added to waitlist for each week</b>		

If council authorized the hiring to two additional summer students for this program we could accommodate an additional 18 students per week. While this will not meet the demand, it will help the situation greatly.

A longer-term solution can be discussed during the 2026/27 budget deliberations. In addition, staff have been directed by the CAO to look into our registration process to ensure it is as fair and equitable as possible.

**FINANCIAL IMPLICATIONS:** There is projected to be a balance of \$47,000 in the Social Equity Reserve at the end of this fiscal year. Allocating \$18,000 from this reserve to fund two additional summer students is doable.

**COMMUNITY ENGAGEMENT:** An increased number of children will be able to attend summer camps this season thereby reducing the burden of childcare to families and giving kids the opportunity for more outdoor, physical activity and fun.

**ENVIRONMENTAL IMPLICATIONS:** No implications indicated.

**SOCIAL JUSTICE IMPLICATIONS:** More outdoor experiences for children, learning opportunities and opportunities to welcome newcomers through the parks program.

**ALTERNATIVES:** Do not hire additional staff

**ATTACHMENTS:** None

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# SYNOPSIS

## TRANSIT FEASIBILITY STUDY

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The Town has been awarded a \$50,000 grant through the federal government's Rural Transit Solutions Fund to carry out a transit feasibility study.

The funder now requires a resolution that specifies that the Town can deliver on the requirements of the funding agreement and identifies who is authorized to execute the agreement on behalf of the Town.

**MOTION:**

**That the Town of Amherst confirms that it can meet all the requirements of Canada - Rural Transit Solution Fund Agreement to carry out a transit feasibility study, and that Jason MacDonald, Chief Administrative Officer is authorized to execute the agreement on behalf of the Town of Amherst.**

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

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

**DATE:** June 23, 2025

**SUBJECT:** Transit Feasibility Study Authorization

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**ORIGIN:** On March 24, 2025 Council passed the following motion:

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

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

**RECOMMENDATION:** That the Town of Amherst confirms that it can meet all the requirements of the Canada - Rural Transit Solution Fund Agreement to carry out a transit feasibility study, and that Jason MacDonald, Chief Administrative Officer is authorized to execute the agreement on behalf of the Town of Amherst.

**BACKGROUND:** The funder requires a resolution that specifically references the funding agreement and identifies who is authorized to execute the agreement on behalf of the Town.

The Town applied for a \$50,000 grant through the Rural Transit Solutions Fund, a federal government program. We received confirmation of the funding on March 13, 2025, and have since been asked to provide additional documentation. The above recommendation being part of these documents.

**FINANCIAL IMPLICATIONS:** There would be the benefit of \$50,000 from the federal government allocated to this project.

**COMMUNITY ENGAGEMENT:** Public engagement will be a part of the study process.

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

**SOCIAL JUSTICE IMPLICATIONS:** Public transit supports social equity.

**ALTERNATIVES:** Do not move forward with the Transit Feasibility Study

**ATTACHMENTS:** none



# SYNOPSIS

## MULTICULTURAL ASSOCIATION OF CUMBERLAND COUNTY COMMUNITY SUPPORT GRANT

---

An annual budget is allocated for community support grants so that the Town can provide assistance in a fiscally responsible manner to organizations that qualify under the criteria set in the policy. In doing so, the Town encourages and promotes the success of these organizations.

The Multicultural Association of Cumberland is requesting \$2,500 for a Celebrating Welcoming Week event in September. Last year this event was hosted and was very successful.

### **MOTION:**

**That Council approve funding in the amount of \$2,500 to the Multicultural Association of Cumberland under the Community Support Grants Policy.**



## AMHERST TOWN COUNCIL

RFD# 2025083

Date: June 23, 2025

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

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

**DATE:** June 23, 2025

**SUBJECT:** Community Support Grants 2025

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**ORIGIN:** 2025-26 Operating Budget

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

**RECOMMENDATION:** That Council approve funding in the amount of \$2,500 to the Multicultural Association of Cumberland under the Community Support Grants Policy.

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

**DISCUSSION:** The Multicultural Association of Cumberland is requesting \$2,500 for a Celebrating Welcoming Week event in September. Last year this was hosted and was very successful.

CAO NOTE: From a review of the documents included, it seems that we are asked to fund 100% of the cost of the event. Policy guideline is that we will fund no more than 40% of the overall costs.

**FINANCIAL IMPLICATIONS:** Currently there is \$5,654.00 in the Community Support Grant fund to cover these requests.

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

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



**SOCIAL JUSTICE IMPLICATIONS:** Community not for profit organizations, sports teams, festivals and events help weave the fabric of our society. When a community has a strong base of supportive organizations dedicated to improving the quality of life for our residents in addition to sports, culture, arts, and events it is enriched in so many key ways. In most all cases these organizations rely heavily on outside sources of funding to stay afloat. Due to the nature of the not-for-profit world, it is our opportunity to assist those who work so tirelessly to make our community better. The Town of Amherst, as a funding contributor, helps create a community that all can be proud to live, work and play.

**ALTERNATIVES:**

1. Do not approve the funding request

**ATTACHMENTS:**

- Community Support Grants Policy, 72000-08
- Application

Date: 2025-06-03

**COMMUNITY SUPPORT GRANTS  
TOWN OF AMHERST  
REQUEST FOR FINANCIAL SUPPORT**

**1. ORGANIZATION INFORMATION:**

Name of Organization: Multicultural Assosication of Cumberland  
 Full Mailing Address: 92 Church st. Amherst  
 \_\_\_\_\_  
 Contact Person: HeeYeon Son  
 Email Address: heeyeon.son@halifax.ymca.ca  
 Telephone: 902-397-4330

**2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED** \$ 2,500

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

Community Event: Celebrating Welcoming week 2025 in Amherst and Cumberland Area  
Welcoming Week is a global movement that brings communities and neighbors of all backgrounds together to build strong connections and achieve collective prosperity.

**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)**

This year, it will be celebrated from September 13th to 22nd. During this week, community organizations will showcase their services for newcomers, fostering understanding and participation.  
Additionally, newcomers will present cultural showcases, such as food, art, and crafts, to share their heritage with the community.  
These events will create a welcoming environment for newcomers and provide educational opportunities for locals to understand multiculturalism in our community.

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

NAME	FUNDING IF ANY
YMCA of Cumberland / YREACH/HIPPY	
CANSAs	
CANU	

**7. How many volunteers contribute to this event or festival:** 15+

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



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

**APPROVAL DATE:** March 24, 2025

**CAO Signature:** 

## **POLICY STATEMENT**

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

## **POLICY OBJECTIVES**

The objectives of this policy are:

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

### **1. SCOPE**

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

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

### **2. EXCLUSIONS**

The following are exclusions from the grant program:

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

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

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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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- 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 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.

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

**11. PUBLIC DISCLOSURE**

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

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

**Application for Funding**

Date: \_\_\_\_\_

**REQUEST FOR FINANCIAL SUPPORT**

**REQUEST FOR IN-KIND FACILITY RENTAL**

**1. ORGANIZATION INFORMATION:**

Name of Organization: \_\_\_\_\_

Full Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED** \$ \_\_\_\_\_

Total cost of program event or activity \$ \_\_\_\_\_

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

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

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

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

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

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

NAME	FUNDING IF ANY

**7. How many volunteers contribute to this event or festival:** \_\_\_\_\_



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

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

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

For Administrative Use Only:

## VERSION LOG

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

**TITLE:** Community Support Grants Policy  
**SECTION:** All Town Departments  
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Change the requirement to send applications to the social equity committees from will to may	Director, Community Living, Bristol	Council	March 24, 2025
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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

## ICE ALLOCATION POLICY AMENDMENTS

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The Ice Allocation Policy was originally approved by Council in 2016 and was directly related to the introduction of the no-fee ice program for our youth. The main purpose of the policy now, is to set consistent guidelines to ensure a fair and equitable distribution of ice time for all user groups.

Upon review of the policy, the following revisions are being recommended:

- Moving the policy over to the new template and adding the roles and responsibilities section.
- Reference to Department of Recreation changed to Facility Manager or Town of Amherst.
- Added a section for definitions to the policy.
- Removed language that is already included in the User Fee Policy.
- Removed all references to the 2016/17 and 2017/18 ice season.
- Revised the dates in the ice allocation process to be in line with actual practice.
- Removed the section on health and safety.
- Added the exemptions to the User Fee Policy.
- Revised the section relating to non-payment of ice time.
- Minor housekeeping and grammatical revisions.

### **MOTION:**

**That Council approve the amendments to the Ice Allocation Policy #72300-09.**

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

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

**DATE:** June 23, 2025

**SUBJECT:** Ice Allocation Policy Review

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

**LEGISLATIVE AUTHORITY:** MGA sections 47 and 48 authorize council to make, amend and repeal bylaws and policies.

**RECOMMENDATION:** That Council approve the amendments to the Ice Allocation Policy #72300-09.

**BACKGROUND:** This policy was originally approved by Council in 2016 and was directly related to the introduction of the no-fee ice program for our youth. The main purpose of the policy now is to set consistent guidelines to ensure a fair and equitable distribution of ice time for all user groups.

**DISCUSSION:** Upon review of the policy, staff are recommending several revisions to the existing policy, additions to the policy are highlighted in **yellow** and deletions are highlighted in **green**.

The proposed changes include;

- Moving the policy over to the new template and adding the roles and responsibilities section.
- Reference to Department of Recreation changed to Facility Manager or Town of Amherst.
- Added a section for definitions to the policy.
- Removed language that is already included in the User Fee Policy.
- Removed all references to the 2016/17 and 2017/18 ice season.
- Revised the dates in the ice allocation process to be in line with actual practice.
- Removed section on health and safety.
- Added the exemptions to the User Fee Policy.
- Revised the section relating to non-payment of ice time.
- Minor housekeeping and grammatical revisions.





**AMHERST TOWN COUNCIL**

**RFD# 2025078**

**Date: June 23, 2025**

**FINANCIAL IMPLICATIONS:** There are no financial implications associated with the proposed policy revisions.

**SOCIAL JUSTICE IMPLICATIONS:** The no fee ice provided by the Town helps to reduce registration costs for the Amherst Skating Club and Cumberland County Minor Hockey.

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

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

**ALTERNATIVES:** Do not approve the changes to the policy or direct staff to make additional revisions.

**ATTACHMENTS:** Ice Allocation Policy 72300-09 MARK UP and PROPOSED Policy.

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**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

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

**PURPOSE:**

The purpose of the ice allocation policy is to provide a set of consistent guidelines for ensuring fair and equitable ice time that allows optional facility utilization.

This policy applies to all ice user groups who use the Amherst Stadium.

**DEFINITIONS:**

“Community groups” means a not-for-profit organization, association, or society that helps a specific social cause, provides public benefit, or fulfills other purposes that benefit the community that align with the vision, mission, and guiding principles of the Town. Approval of requests from community groups for no fee ice time will be at the sole discretion of the CAO.

“Skating Clubs” means groups affiliated with Skate Nova Scotia and/or Skate Canada.

“User group” means community groups, Skating Clubs, Minor Hockey Associations, private, recreational, and schools.

“Minor Hockey Association” means groups affiliated with Cumberland County Minor Hockey Association (CCMHA), groups affiliated with another minor hockey association, or groups affiliated with Hockey Nova Scotia and/or Hockey Canada.

“Private” means a group or individual requesting for a privately run program or service that is for profit.

“Recreational” means a group or individual participating for recreational and/or leisure purposes in an unstructured program for personal satisfaction. This includes groups such as Pick Up Hockey, Cross Border Women’s Hockey, and Nova Scotia Community College Hockey.

“Schools” means any school within the jurisdiction of Cumberland County.

**POLICY STATEMENT:**

1. Operating Season

As the general guideline, the length of the ice season will be from September 1st until April 15th. The length of the season will be determined annually by the Town of Amherst in consultation with local user groups. All user groups that rent ice on a regular basis will be invited to an annual user group meeting. ~~The ice season will be based on the following criteria in no specific order.~~

**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

- Local ice user demand
- Cost effectiveness/best practices
- Equipment facility requirements
- Availability of staff

Variation of hours and season extensions will be considered based upon

- Availability of staff
- Local ice user demand
- Cost of operation
- Equipment / facility requirements

Season extensions may require a universal hourly rate due to increased costs of operations.

The Stadium will be closed for regular operations on:

- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- New Year's Day
- Heritage Day
- Good Friday
- Easter Sunday

## 2. Prime Time Designation

Prime time is considered to be

- 5:00 pm – Midnight (Monday – Friday)
- 7:00 am – 12 am (Saturday & Sunday)
- 7:00 am – 12 am Statutory Holidays (if applicable)

## 3. Nonprime Time Designation

Nonprime time is considered 7:00 am – 5:00 pm weekdays

## 4. Rates and Fees

Rates and fees are set out in the Town's User Fees Policy, 03470-03 and are reviewed annually.

Exemptions to the rates in the Town's user Fee Policy;

- CCMHA – 270 hours free, all other rentals charged at the Youth Time rate

**TITLE: ICE ALLOCATION POLICY**  
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**POLICY NO: 72300-09**

- Amherst Skating Club – 200 hours free, all other rentals charged at the Youth Time rate
- Community Groups – No Charge
- Schools – No Charge
- Tournaments & Special Events affiliated with CCMH or ASC – No Charge

For the 2016-17 ice season, fees for youth ice rental (age 18 and under) will be waived. This includes waiving of ice rental fees for Amherst Skating Club and Cumberland County Minor Hockey Association. The intent of this pilot is that the organizations are expected to pass the equivalent ice cost savings to their members, resulting in reduced registration fees.

#### 5. Ice Allocation Guidelines

The Town of Amherst (The Town) reserves the right to allocate ice time to maximize the rental of available ice time in order to increase the sustainability of the Stadium.

It is recognized that it is advantageous to maintain a reasonable amount of consistency with ice time scheduling from year to year therefore; consideration shall be given to the allocation of ice time based on the previous year as well as demand.

Using the two major youth users as examples, Cumberland County Minor Hockey Association (CCMHA) and Amherst Skating Club (ASC), each organization will be provided the same number of hours they used in the 2015-16 season. For additional requests for ice use beyond the previous year's rentals, in order to divide ice requests in a fair and equitable manner, ice will be allocated based upon the organization's percentage of weekly ice time used in 2015-16. For example: CCMHA averaged two times the hours per week in 2015-16 that ASC averaged. Therefore, CCMHA would receive two additional hours for every one additional hour that ASC receives, if requested.

Ice time is not guaranteed to any user until a final schedule is received and approved by the Facilities Manager.

#### 6. Ice Allocation Process

Ice allocation timeline (to be used as a guideline; actual date will vary from year to year.)

For the 2016-17 pilot ice season only, where rental fees are waived for youth (18 and under), the following dates will apply:

- August 16, 2016 — "Ice Requests" are due by previous ice season user groups. Requests are to include regular ice schedule and special event schedule.

**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
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- ~~August 22, 2016 – Draft schedule is sent to previous ice user groups with meeting date reminder.~~
- ~~August 31, 2016 – User group meeting facilitated by the Recreation Department to discuss proposed ice schedules and special events.~~
- ~~September 2, 2016 – Revisions to drafts completed and tentative schedule released.~~
- ~~September 6, 2016 – User groups may cancel up to 15% of these ice times due to lower registration numbers. The provision for additional time after September 1 shall only be for ice time not under contract to other users.~~

~~For the 2017-18 ice season and beyond, the following time line will be in effect:~~

- ~~March 1~~ **May 31** – ice rental packages sent to previous ice season user groups. Ice rental packages include “ice request forms” “Ice start dates” and upcoming “meeting dates”
- ~~May 30~~ **July 1** – “Ice Requests” are due by previous ice season user groups. Requests are to include regular ice schedule and special event schedule.
- ~~June 30~~ **July 10** – Draft schedule is sent to previous ice user groups with meeting date reminder.
- July 15 – User group meeting facilitated by the Recreation Department to discuss proposed ice schedules and special events.
- ~~July 30~~ **August 10** – Revisions to drafts completed and tentative.
- ~~September 1 – User groups may cancel up to 15% of these ice times due to lower registration numbers. The provision for additional time after September 1 shall only be for ice time not under contract to other users.~~

## 7. Ice Re-Allocation

The ~~Recreation Department~~ **Town** reserves the right to re-allocate ice time in the event of cancellations.

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**TITLE: ICE ALLOCATION POLICY**  
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8. Special Events and Tournaments

Special event and tournament requests must be submitted at the same time as regular ice requests

9. General ice and Facility Management

A. Ice flood schedules

~~All ice booked consists of a 60-minute hour.~~ 15 minutes is allocated for normal resurfacing. ~~Resurfacing will occur when ice time is complete unless otherwise requested by the user.~~

~~Where groups have several consecutive hours of ice rental, the ice is considered a block. Resurfacing time is considered part of the block.~~

Resurfacing schedule is at the sole discretion of the ~~Recreation Department~~ **Town** and the Stadium Attendant to ensure safe ice conditions. The decision to resurface the ice at any time is the sole discretion of the Stadium Attendant. No persons are allowed on the ice until ice resurfacing machine and all Stadium employees have left the ice surface and the doors have been closed.

B. Dressing Room

The ~~Recreation Department~~ **Facility Manager** and Stadium Attendant reserve the right to allocate dressing rooms based on the number of participants and/or teams using the ice and other uses occurring in the Stadium.

Any damages are to be reported to the ~~Recreation Department~~ **Facility Manage** or designate.

Dressing rooms will be available 30 minutes prior to scheduled agreement times and shall be vacated within 30 minutes of the expiration of the agreement time

C. Alcohol & Tobacco & Smoke Free

Users shall comply with ~~all provincial laws, and applicable Town Policies / Bylaws related to the consumption or use of Tabacco & Alcohol. the provisions of the municipal alcohol and smoke free places policies and by laws where applicable.~~

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**TITLE: ICE ALLOCATION POLICY**  
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Alcohol beverages are strictly prohibited on the premises including dressing rooms, spectator areas, and the parking lot. Exception to the policy can apply through licensing approvals of the **NSLC, Nova Scotia Alcohol & Gaming**.

Tobacco **and Cannabis** use of any kind is strictly prohibited, including e-cigarettes **(vaping)**. A designated smoking area in the outside parking lot will be made available.

~~Persons or organizations using the Stadium shall not conduct themselves in a disorderly manner including the possession of illegal drugs, illegal alcohol consumption, use of foul language, misuse of facility or other illegal activity. Should there be any contravention of the above noted conditions, the ice rental contract becomes null or void and the user shall pay the Town of Amherst for cleanup and/or repairs. The user shall be subject to an administrative review which may include the revocation of ice privileges without refund.~~

10. Curfew Ice

During special events and seasonal playoffs, all efforts will be made to maintain the Stadium's regular ice schedule. However, should a game run over its scheduled time, the subsequent users will have their time adjusted accordingly. Users will be charged for extra time at the policy rate in effect at the time.

11. New Organization or Emerging Sport

When reasonable, the **Recreation Department Town** will recognize a new organization or emerging ice sport and will make reasonable effort to allocate ice time to enable establishment of its programs and services. Recognition and ice allocation will occur once the conditions and criteria outlined in the policy are met and existing users are not adversely impacted. New organizations/programs will be accommodated only to provide for and meet community needs and Stadium sustainability.

12. Operating Stadium Outside of Standard Hours

The opening of the Stadium during times when it is closed, or beyond established operating hours may be considered if the applicant agrees to pay full operational costs for opening and pending staff availability. Application does not guarantee approval.

13. General Administration

1. Application

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**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

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All applicants and users must submit all requests for ice time applications, amendments and cancellations on ~~Recreation Department~~ **Town** approved forms.

The ~~Recreation Department~~ **Town** reserves the right to reject applications and requests from users submitting forms which are incomplete or contain incorrect information.

2. Ice Allocation and Management Policy Review

The ice allocation policy shall be reviewed on a ~~biannual~~ **regular** basis.

3. Payment of Ice

As a general principal payment for ice time shall be made at the time of booking or in advance of usage.

User groups making commitment for ice time in advance of the season, in accordance with the ice allocation policy, shall be invoiced ~~on a~~ monthly ~~basis~~ provided a signed contract is executed, ~~or otherwise as agreed to in the contract.~~

User groups booking ice on a semi-regular basis throughout the season may be invoiced on a weekly basis at the discretion of the ~~Town Recreation Department~~. The ~~Town Recreation Department~~ reserves the right to cancel and reallocate ice time due to delinquent accounts.

~~The nonpayment of invoices issued or repetitive late payments may result in the denial of future rentals.~~

All accounts must be paid within 30 days of invoicing. The nonpayment of invoices or repetitive late payments will result in the automatic cancellation of booked ice times and no further ice time will be allowed until all outstanding accounts are paid in full, including any late fees and interest charges.

4. Damages

The user shall be responsible for any damage incurred to the premises or property of the Town as a result of any act or omission of the applicant or the group named or their members. Damages which occur to the Stadium facility shall be the responsibility of the group or individual who signs the rental agreement.

5. Cancellation

The ~~Town Recreation Department~~ requires five days' written notice for all cancellations, addressed to Recreation Department schedule or designate.

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**TITLE: ICE ALLOCATION POLICY**  
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The ~~Town Recreation Department~~ may accept cancellations of ice time in the event that the vacant time slot can be filled. Should ice time not be filled, the user shall be held responsible for the payment of the rental.

In the case of inclement weather, the ~~Town Recreation Department~~ reserves the right to waive the cancellation requirements at its discretion.

The ~~Town Recreation Department~~ reserves the right to cancel any rental agreement upon notice to the user should the facility be required for emergency purposes.

The ~~Town Recreation Department~~ shall not be held responsible for any failure in supplying ice time due to circumstances beyond its control.

6. Sublet

The user shall not sublet or render to others the facility without written authorization from the ~~Town Recreation Department~~.

~~7. Health and Safety~~

~~The Recreation Department strongly recommends that CSA approved safety equipment including head, eye and facial protection to be worn by all participants. The user shall advise their participants to wear such protection. The user shall have available an adequate first aid kit.~~

8. Insurance Requirements for all Ice Users

The organization shall provide certificates of insurance evidencing the coverage as required to the ~~Town Recreation Department~~. Upon expiry, documents of renewed coverage are again to be provided and the organization will make policies available to the Town for review and in the event of claim.

**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

**SCHEDULE A**

**Ice Rental Agreement**

Renters Name: \_\_\_\_\_

Regular Season Ice Allocations:

Regular Day:

<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>

Amount of Rental Fee: Per Hour (Plus HST and any applicable taxes)

Please note that schedules may be adjusted to accommodate tournaments etc. You will be advised as soon as possible, if this is necessary.

Payment is due in full prior to designated ice time.

Note: Facility users are advised that the Town of Amherst reserves the right to pre-empt and/or cancel regularly scheduled activities.

Private rentals are not permitted to charge unless authorized by the Town of Amherst.

Facility User is responsible for the above charge, unless notice of cancellation has been given in advance (five days).

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

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**SCHEDULE B**  
**STADIUM RENTAL AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BETWEEN **THE TOWN OF AMHERST**, a body corporate having its Head Office at Amherst in the County of Cumberland and the Province of Nova Scotia (hereinafter called the “Town”)

OF THE FIRST PART

- and -

\_\_\_\_\_  
(hereinafter called the “Applicant”),

OF THE SECOND PART

WITNESSETH that in consideration of the Agreements hereinafter set forth, the Town hereby grants to the Applicant the right to use a portion of the building known as the “Amherst Stadium” located at 185 Church St., Amherst, NS (hereinafter referred to as the “premises”) on the days and for the times and purposes set forth herein, and the Applicant covenants and agrees to accept and use the said premises in the manner aforesaid subject to the covenants and agreements hereinafter set forth.

**1. Definitions**

In this agreement, the following words shall have the meanings set out hereunder.

“Ice time” means the time designated in **Agreement A between \_\_\_\_\_ and the Town of Amherst** that the Applicant has exclusive rights to use the ice surface of the premises during each week of the season as defined in this agreement.

“Season” means the days during the terms of this Agreement that the Town in its sole discretion has and maintains an ice surface in the premises.

“Special event” means an opportunity or an event which the Town, in its sole discretion, requires the use of the premises for itself or any other person, organization, association or corporation in priority to the Applicant.

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**TITLE: ICE ALLOCATION POLICY**  
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**2. Rental of Ice Time**

The Town agrees to rent to the Applicant ice time in the premises during the season at the hourly rate and at the time(s) described in Agreement, attached hereto.

**3. Rental Fees**

The Applicant covenants and agrees to pay to the town the total rental fee described in Agreement attached hereto at the times described therein as consideration for the rental of the premises.

**4. Rights of Town on default**

- (a) In the event that the Applicant shall default in making any of the payments described in Agreement the Town may at its option pursue any one or more of the following remedies:
- (i) immediately, upon such default, terminate this Agreement by written or oral notice to the Applicant; or
  - (ii) refuse to deliver possession of the premises until all of the payments have been made as described heretofore; or
  - (iii) re-let the premises for all or part of the times provided in Agreement
- (b) If this Agreement is terminated by the Town by reason of the Applicant's breach of any of the terms thereof, the Town shall not be obligated to refund or credit the Applicant for monies paid hereunder in advance and the Applicant shall be deemed to have forfeited any monies paid hereunder in advance.

**5. Town's right to re-let or re-assign or cancel**

Notwithstanding anything contained herein, the Town, at its option, may re-let the premises (in whole or in part), re-assign the ice time (in whole or in part), cancel ice time or upon written notice to the Applicant, terminate this Agreement, at any time without any obligation or liability to the Applicant excepting the obligation to refund the Applicant for any monies paid hereunder in advance.

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**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

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**6. Assignment, etc.**

The Applicant covenants with the Town that the Applicant will not assign this Agreement or part There of or share the possession of the premises or any part thereof without the consent of the Town in writing and such consent may be unreasonably withheld.

**7. Injuries, damages, etc.**

The Town shall not be responsible in any way for any injury to any person, including death, or for any loss of or damage to any property belonging to the Applicant or invitees or licensees of the Applicant while such person or property is in or about the premises during the days and times set forth in Agreement including (without limiting the foregoing) any loss of or damage to any such property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the premises or any loss or damages caused by attributable to the condition or arrangement of any electrical or other wiring, heating or air conditioning equipment, notwithstanding that such injury, death, loss or damage be caused by defects in the building and equipment. The Applicant covenants to indemnify the Town against all loss, costs, claims, or demands in respect to any injuries, loss or damages referred to in this paragraph.

**8. Termination caused by fire, strike or other cause**

In any case the premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty, strike, lockout or unforeseen occurrence shall render the fulfilment of this Agreement by the Town impossible, then and thereupon this Agreement shall terminate and the Applicant shall pay rent for the premises only up to the time of such termination, and at the rate herein specified, and the Applicant hereby waives any claim for damages or compensation should this Agreement be so terminated.

**9. Removal of effects**

The Town reserves the right to remove from the premises all effects remaining in the premises after the time specified in Agreement at the expense of the Applicant or to charge \$10.00 per day for after the date specified on any property remaining in the premises.

**10. Damage to building**

If the premises or any portion of the building during the term of this Agreement shall be damaged by the act, default or negligence of the Applicant , or of the Applicant's agents,

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**TITLE: ICE ALLOCATION POLICY**  
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employees, patrons, guests, or any person admitted to the premises by the Applicant, the Applicant shall pay to the Town, upon demand such sum as shall be necessary to restore the premises to the condition that existed prior to the occurrence of such damage. The Applicant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises or to any portion of the building by the consent of the applicant or by or with the consent of any person acting for or on behalf of the Applicant.

**11. Right to eject persons**

The Town reserves the right to eject an objectionable person or persons from the building and upon exercise of this authority through the employees of the Town, agents or policemen, the Applicant hereby waives any right and all claims for damages.

**12. Increase of insurance**

The Applicant shall not do or permit to be done anything in or upon any portion of the premises or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the premises or any part thereof, or in any way increase any rate of insurance upon the building or property therein, and if any insurance rate shall be increased as aforesaid the Applicant shall forthwith, on demand, pay to the town the amount by which the insurance premiums shall be so increased.

**13. Concurrent uses**

The Town reserves the right to rent other parts of the premises (excluding the ice surface) at the same time as the rental of the premises to the applicant and the use of the lobby, vestibules, hallways, box offices, lounges and other public rooms and facilities that may be made available to the Applicant in the discretion of the Town shall be concurrent with the use by such others as the Town may determine; PROVIDED that such renting to others shall not unreasonably interfere with the use of the premises by the Applicant. The Applicant understands and acknowledges that the

Applicant has no rights whatsoever to enter or use the areas in the building comprising the administrative offices of the Town, the mechanical rooms or any other areas specified by the Town except for the storage room used by the applicant known as the Minor Hockey Storage Room. This storage room will be made available to the applicant on an annual basis at the discretion of the Town and subject to a written request from the applicant at the time of signing this agreement.

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**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
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#### **14. Interpretation**

Unless the contrary intention appears the words “Town” and “Applicant” shall mean respectively “Town, its successors and/or assigns” and if there is more than one Applicant or the Applicant is a female person this Agreement shall be read with all grammatical changes appropriate by reason thereof and all covenants and liabilities and obligations shall be joint and several.

#### **15. Miscellaneous**

- a) The Town may establish rules and regulations, from time to time, which shall be deemed, when receipt thereof is acknowledged in writing by the Applicant, to form part of this Agreement.
- b) All persons using the premises with the Applicant or under the Applicant’s authority shall leave the ice surface upon the expiration of the ice time described in Agreement and vacate the premises no later than 30 minutes after the expiration of said time.
- c) The execution of this Agreement shall not in any way oblige the Town to execute a similar Agreement for the following or any other season and the Applicant shall not acquire any rights or privileges as a result thereof except as herein provided.
- d) At no time will the applicant be allowed to erect advertising, cause to have advertising displayed or erected anywhere on the premises without the written approval of the Town first obtained.
- e) The Tenant shall not, within the Stadium or in the Stadium parking lot, sell or offer for sale any goods, confectionery, soft drinks, wares or merchandise whatsoever without the permission of the Town first obtained in writing.

#### **16. Insurance**

The applicant shall supply to the Town of Amherst documentation of all insurance carried by the Association.

The Applicant covenants that he will place, maintain and keep in force, during the term of this Agreement, public liability insurance of \$1,000,000.00 Certificate of such coverage shall be furnished to the Town prior to the Applicant making use of said premises.

#### **17. Commencement and Duration**

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**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

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This Agreement shall come into effect at the beginning of the season and continue until the end of the season.

**18. Termination**

This Agreement shall automatically terminate upon the following events:

- a) upon default by the Applicant of any of the terms hereof; or
- b) upon the Town's discretion pursuant to section paragraph 5 hereof; or
- c) upon the events described in section paragraph 8 hereof; or
- d) at the end of the season.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their respective corporate seals duly attested by the signatures of their respective properly authorized officers as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

**TOWN OF AMHERST**

\_\_\_\_\_  
(name)

\_\_\_\_\_

**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
		Council	

Minutes reference date: August 9, 2016

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**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

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

**PURPOSE:**

The purpose of the ice allocation policy is to provide a set of consistent guidelines for ensuring fair and equitable ice time that allows optional facility utilization.

This policy applies to all ice user groups who use the Amherst Stadium.

**DEFINITIONS:**

“Community Groups” means a not-for-profit organization, association, or society that helps a specific social cause, provides public benefit, or fulfills other purposes that benefit the community that align with the vision, mission, and guiding principles of the Town. Approval of requests from community groups for no fee ice time will be at the sole discretion of the CAO.

“Skating Clubs” means groups affiliated with Skate Nova Scotia and/or Skate Canada.

“User group” means community groups, Skating Clubs, Minor Hockey Associations, private, recreational, and schools.

“Minor Hockey Association” means groups affiliated with Cumberland County Minor Hockey Association (CCMHA), groups affiliated with another minor hockey association, or groups affiliated with Hockey Nova Scotia and/or Hockey Canada.

“Private” means a group or individual requesting for a privately run program or service that is for profit.

“Recreational” means a group or individual participating for recreational and/or leisure purposes in an unstructured program for personal satisfaction. This includes groups such as Pick Up Hockey, Cross Border Women’s Hockey, and Nova Scotia Community College Hockey.

“Schools” means any school within the jurisdiction of Cumberland County.

**POLICY STATEMENT:**

1. Operating Season

As the general guideline, the length of the ice season will be from September 1st until April 15th. The length of the season will be determined annually by the Town of Amherst in consultation with local user groups. All user groups that rent ice on a regular basis will be invited to an annual user group meeting.

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**TITLE: ICE ALLOCATION POLICY**  
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The Stadium will be closed for regular operations on:

- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- New Year's Day
- Heritage Day
- Good Friday
- Easter Sunday

## 2. Rates and Fees

Rates and fees are set out in the Town's User Fees Policy, 03470-03 and are reviewed annually.

Exemptions to the rates in the Town's user Fee Policy;

- CCMHA – 270 hours free, all other rentals charged at the Youth Time rate
- Amherst Skating Club – 200 hours free, all other rentals charged at the Youth Time rate
- Community Groups – No Charge
- Schools – No Charge
- Tournaments & Special Events affiliated with CCMH or ASC – No Charge

## 3. Ice Allocation Guidelines

The Town of Amherst (The Town) reserves the right to allocate ice time to maximize the rental of available ice time in order to increase the sustainability of the Stadium.

It is recognized that it is advantageous to maintain a reasonable amount of consistency with ice time scheduling from year to year therefore; consideration shall be given to the allocation of ice time based on the previous year as well as demand.

Ice time is not guaranteed to any user until a final schedule is received and approved by the Recreation Department.

## 4. Ice Allocation Process

Ice allocation timeline (to be used as a guideline; actual date will vary from year to year.)

- May 31 – ice rental packages sent to previous ice season user groups. Ice rental packages include “ice request forms” “Ice start dates” and upcoming “meeting dates”
- July 1 – “Ice Requests” are due by previous ice season user groups. Requests are to include regular ice schedule and special event schedule.

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**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
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- July 10 – Draft schedule is sent to previous ice user groups with meeting date reminder.
- July 15 – User group meeting facilitated by the Recreation Department to discuss proposed ice schedules and special events.
- August 10 – Revisions to drafts completed and tentative.

5. Ice Re-Allocation

The Town reserves the right to re-allocate ice time in the event of cancellations.

6. Special Events and Tournaments

Special event and tournament requests must be submitted at the same time as regular ice requests

7. General Ice and Facility Management

A. Ice flood schedules

5 minutes is allocated for normal resurfacing. Resurfacing will occur when ice time is complete unless otherwise requested by the user.

Resurfacing schedule is at the sole discretion of the Town and the Stadium Attendant to ensure safe ice conditions. The decision to resurface the ice at any time is the sole discretion of the Stadium Attendant. No persons are allowed on the ice until ice resurfacing machine and all Stadium employees have left the ice surface and the doors have been closed.

B. Dressing Room

The Facility Manager and Stadium Attendant reserve the right to allocate dressing rooms based on the number of participants and/or teams using the ice and other uses occurring in the Stadium.

Any damages are to be reported to the Facility Manager or designate.

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**TITLE: ICE ALLOCATION POLICY**  
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Dressing rooms will be available 30 minutes prior to scheduled agreement times and shall be vacated within 30 minutes of the expiration of the agreement time

C. Alcohol & Tobacco

Users shall comply with all provincial laws, and applicable Town Policies / Bylaws related to the consumption or use of Tobacco & Alcohol.

Alcohol beverages are strictly prohibited on the premises including dressing rooms, spectator areas, and the parking lot. Exception to the policy can apply through licensing approvals of the Nova Scotia Alcohol & Gaming.

Tobacco and Cannabis use of any kind is strictly prohibited, including e-cigarettes (vaping). A designated smoking area in the outside parking lot will be made available.

8. Curfew Ice

During special events and seasonal playoffs, all efforts will be made to maintain the Stadium's regular ice schedule. However, should a game run over its scheduled time, the subsequent users will have their time adjusted accordingly. Users will be charged for extra time at the policy rate in effect at the time.

9. New Organization or Emerging Sport

When reasonable, the Town will recognize a new organization or emerging ice sport and will make reasonable effort to allocate ice time to enable establishment of its programs and services. Recognition and ice allocation will occur once the conditions and criteria outlined in the policy are met and existing users are not adversely impacted. New organizations/programs will be accommodated only to provide for and meet community needs and Stadium sustainability.

10. Operating Stadium Outside of Standard Hours

The opening of the Stadium during times when it is closed, or beyond established operating hours may be considered if the applicant agrees to pay full operational costs for opening and pending staff availability. Application does not guarantee approval.

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**TITLE: ICE ALLOCATION POLICY**  
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**POLICY NO: 72300-09**

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11. General Administration

A. Application

All applicants and users must submit all requests for ice time applications, amendments and cancellations on Town approved forms.

The Town reserves the right to reject applications and requests from users submitting forms which are incomplete or contain incorrect information.

B. Ice Allocation and Management Policy Review

The ice allocation policy shall be reviewed on a regular basis.

C. Payment of Ice

As a general principal payment for ice time shall be made at the time of booking or in advance of usage.

User groups making commitment for ice time in advance of the season, in accordance with the ice allocation policy, shall be invoiced monthly provided a signed contract is executed.

User groups booking ice on a semi-regular basis throughout the season may be invoiced on a weekly basis at the discretion of the Town. The Town reserves the right to cancel and reallocate ice time due to delinquent accounts.

All accounts must be paid within 30 days of invoicing. The nonpayment of invoices or repetitive late payments will result in the automatic cancellation of booked ice times and no further ice time will be allowed until all outstanding accounts are paid in full, including any late fees and interest charges.

D. Damages

The user shall be responsible for any damage incurred to the premises or property of the Town as a result of any act or omission of the applicant or the group named or their members. Damages which occur to the Stadium facility shall be the responsibility of the group or individual who signs the rental agreement.

E. Cancellation

The Town requires five days' written notice for all cancellations, addressed to Recreation Department schedule or designate.

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**TITLE: ICE ALLOCATION POLICY**  
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The Town may accept cancellations of ice time in the event that the vacant time slot can be filled. Should ice time not be filled, the user shall be held responsible for the payment of the rental.

In the case of inclement weather, the Town reserves the right to wave the cancellation requirements at its discretion.

The Town reserves the right to cancel any rental agreement upon notice to the user should the facility be required for emergency purposes.

The Town shall not be held responsible for any failure in supplying ice time due to circumstances beyond its control.

F. Sublet

The user shall not sublet or render to others the facility without written authorization from the Town

G. Insurance Requirements for all Ice Users

The organization shall provide certificates of insurance evidencing the coverage as required to the Town. Upon expiry, documents of renewed coverage are again to be provided, and the organization will make policies available to the Town for review and in the event of claim.

**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

**SCHEDULE A**

**Ice Rental Agreement**

Renters Name: \_\_\_\_\_

Regular Season Ice Allocations:

Regular Day:

<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>

Amount of Rental Fee: Per Hour (Plus HST and any applicable taxes)

Please note that schedules may be adjusted to accommodate tournaments etc. You will be advised as soon as possible, if this is necessary.

Payment is due in full prior to designated ice time.

Note: Facility users are advised that the Town of Amherst reserves the right to pre-empt and/or cancel regularly scheduled activities.

Private rentals are not permitted to charge unless authorized by the Town of Amherst.

Facility User is responsible for the above charge, unless notice of cancellation has been given in advance (five days).

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

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**SCHEDULE B**  
**STADIUM RENTAL AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BETWEEN **THE TOWN OF AMHERST**, a body corporate having its Head Office at Amherst in the County of Cumberland and the Province of Nova Scotia (hereinafter called the "Town")

OF THE FIRST PART

- and -

\_\_\_\_\_  
(hereinafter called the "Applicant"),

OF THE SECOND PART

WITNESSETH that in consideration of the Agreements hereinafter set forth, the Town hereby grants to the Applicant the right to use a portion of the building known as the "Amherst Stadium" located at 185 Church St., Amherst, NS (hereinafter referred to as the "premises") on the days and for the times and purposes set forth herein, and the Applicant covenants and agrees to accept and use the said premises in the manner aforesaid subject to the covenants and agreements hereinafter set forth.

**1. Definitions**

In this agreement, the following words shall have the meanings set out hereunder.

"Ice time" means the time designated in **Agreement A between \_\_\_\_\_ and the Town of Amherst** that the Applicant has exclusive rights to use the ice surface of the premises during each week of the season as defined in this agreement.

"Season" means the days during the terms of this Agreement that the Town in its sole discretion has and maintains an ice surface in the premises.

"Special event" means an opportunity or an event which the Town, in its sole discretion, requires the use of the premises for itself or any other person, organization, association or corporation in priority to the Applicant.

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**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

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**2. Rental of Ice Time**

The Town agrees to rent to the Applicant ice time in the premises during the season at the hourly rate and at the time(s) described in Agreement, attached hereto.

**3. Rental Fees**

The Applicant covenants and agrees to pay to the town the total rental fee described in Agreement attached hereto at the times described therein as consideration for the rental of the premises.

**4. Rights of Town on default**

(a) In the event that the Applicant shall default in making any of the payments described in Agreement the Town may at its option pursue any one or more of the following remedies:

- (i) immediately, upon such default, terminate this Agreement by written or oral notice to the Applicant; or
- (ii) refuse to deliver possession of the premises until all of the payments have been made as described heretofore; or
- (iii) re-let the premises for all or part of the times provided in Agreement

(b) If this Agreement is terminated by the Town by reason of the Applicant's breach of any of the terms thereof, the Town shall not be obligated to refund or credit the Applicant for monies paid hereunder in advance and the Applicant shall be deemed to have forfeited any monies paid hereunder in advance.

**5. Town's right to re-let or re-assign or cancel**

Notwithstanding anything contained herein, the Town, at its option, may re-let the premises (in whole or in part), re-assign the ice time (in whole or in part), cancel ice time or upon written notice to the Applicant, terminate this Agreement, at any time without any obligation or liability to the Applicant excepting the obligation to refund the Applicant for any monies paid hereunder in advance.

**6. Assignment, etc.**

The Applicant covenants with the Town that the Applicant will not assign this Agreement or part thereof or share the possession of the premises or any part thereof without the consent of the Town in writing and such consent may be unreasonably withheld.

**7. Injuries, damages, etc.**

The Town shall not be responsible in any way for any injury to any person, including death, or for any loss of or damage to any property belonging to the Applicant or invitees or

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**TITLE: ICE ALLOCATION POLICY**  
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licensees of the Applicant while such person or property is in or about the premises during the days and times set forth in Agreement including (without limiting the foregoing) any loss of or damage to any such property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the premises or any loss or damages caused by attributable to the condition or arrangement of any electrical or other wiring, heating or air conditioning equipment, notwithstanding that such injury, death, loss or damage be caused by defects in the building and equipment. The Applicant covenants to indemnify the Town against all loss, costs, claims, or demands in respect to any injuries, loss or damages referred to in this paragraph.

**8. Termination caused by fire, strike or other cause**

In any case the premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty, strike, lockout or unforeseen occurrence shall render the fulfilment of this Agreement by the Town impossible, then and thereupon this Agreement shall terminate and the Applicant shall pay rent for the premises only up to the time of such termination, and at the rate herein specified, and the Applicant hereby waives any claim for damages or compensation should this Agreement be so terminated.

**9. Removal of effects**

The Town reserves the right to remove from the premises all effects remaining in the premises after the time specified in Agreement at the expense of the Applicant or to charge \$10.00 per day for after the date specified on any property remaining in the premises.

**10. Damage to building**

If the premises or any portion of the building during the term of this Agreement shall be damaged by the act, default or negligence of the Applicant, or of the Applicant's agents, employees, patrons, guests, or any person admitted to the premises by the Applicant, the Applicant shall pay to the Town, upon demand such sum as shall be necessary to restore the premises to the condition that existed prior to the occurrence of such damage. The Applicant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises or to any portion of the building by the consent of the applicant or by or with the consent of any person acting for or on behalf of the Applicant.

**11. Right to eject persons**

The Town reserves the right to eject an objectionable person or persons from the building and upon exercise of this authority through the employees of the Town, agents or policemen, the Applicant hereby waives any right and all claims for damages.

**12. Increase of insurance**

The Applicant shall not do or permit to be done anything in or upon any portion of the premises or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the premises or any part thereof, or in any way

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**TITLE: ICE ALLOCATION POLICY**  
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increase any rate of insurance upon the building or property therein, and if any insurance rate shall be increased as aforesaid the Applicant shall forthwith, on demand, pay to the town the amount by which the insurance premiums shall be so increased.

**13. Concurrent uses**

The Town reserves the right to rent other parts of the premises (excluding the ice surface) at the same time as the rental of the premises to the applicant and the use of the lobby, vestibules, hallways, box offices, lounges and other public rooms and facilities that may be made available to the Applicant in the discretion of the Town shall be concurrent with the use by such others as the Town may determine; PROVIDED that such renting to others shall not unreasonably interfere with the use of the premises by the Applicant. The Applicant understands and acknowledges that the

Applicant has no rights whatsoever to enter or use the areas in the building compromising the administrative offices of the Town, the mechanical rooms or any other areas specified by the Town except for the storage room used by the applicant known as the Minor Hockey Storage Room. This storage room will be made available to the applicant on an annual basis at the discretion of the Town and subject to a written request from the applicant at the time of signing this agreement.

**14. Interpretation**

Unless the contrary intention appears the words "Town" and "Applicant" shall mean respectively "Town, its successors and/or assigns" and if there is more than one Applicant or the Applicant is a female person this Agreement shall be read with all grammatical changes appropriate by reason thereof and all covenants and liabilities and obligations shall be joint and several.

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- a) The Town may establish rules and regulations, from time to time, which shall be deemed, when receipt thereof is acknowledged in writing by the Applicant, to form part of this Agreement.
- b) All persons using the premises with the Applicant or under the Applicant's authority shall leave the ice surface upon the expiration of the ice time described in Agreement and vacate the premises no later than 30 minutes after the expiration of said time.
- c) The execution of this Agreement shall not in any way oblige the Town to execute a similar Agreement for the following or any other season and the Applicant shall not acquire any rights or privileges as a result thereof except as herein provided.

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**TITLE: ICE ALLOCATION POLICY**  
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- d) At no time will the applicant be allowed to erect advertising, cause to have advertising displayed or erected anywhere on the premises without the written approval of the Town first obtained.
- e) The Tenant shall not, within the Stadium or in the Stadium parking lot, sell or offer for sale any goods, confectionery, soft drinks, wares or merchandise whatsoever without the permission of the Town first obtained in writing.

**16. Insurance**

The applicant shall supply to the Town of Amherst documentation of all insurance carried by the Association.

The Applicant covenants that he will place, maintain and keep in force, during the term of this Agreement, public liability insurance of \$1,000,000.00 Certificate of such coverage shall be furnished to the Town prior to the Applicant making use of said premises.

**17. Commencement and Duration**

This Agreement shall come into effect at the beginning of the season and continue until the end of the season.

**18. Termination**

This Agreement shall automatically terminate upon the following events:

- a) upon default by the Applicant of any of the terms hereof; or
- b) upon the Town's discretion pursuant to section 5 hereof; or
- c) upon the events described in section 8 hereof; or
- d) at the end of the season.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their respective corporate seals duly attested by the signatures of their respective properly authorized officers as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

**TOWN OF AMHERST**

\_\_\_\_\_  
(name)

\_\_\_\_\_

**TITLE: ICE ALLOCATION POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-09**

**ROLES AND RESPONSIBILITIES**

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

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
<ul style="list-style-type: none"> <li>Moving the policy over to the new template and adding the roles and responsibilities section.</li> <li>Reference to Department of Recreation changed to Facility Manager or Town of Amherst.</li> <li>Added a section for definitions to the policy.</li> <li>Removed language that is already included in the User Fee Policy.</li> <li>Removed all references to the 2016/17 and 2017/18 ice season.</li> <li>Revised the dates in the ice allocation process to be in line with actual practice.</li> <li>Removed section on health and safety.</li> <li>Added the exemptions to the User Fee Policy.</li> <li>Minor housekeeping and grammatical revisions.</li> </ul>	Director Operation Bourgeois	Council	

Minutes reference date: August 9, 2016

# SYNOPSIS

## SIGN RENTAL POLICY AMENDMENTS

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The Sign Rental Policy was originally approved by Council in 2003 and last updated in 2014. The purpose of the policy is to provide an opportunity for the Town, Cumberland County Minor Hockey Association, Amherst Skating Club, Amherst Jr. "A" Ramblers Hockey Team, the Amherst Senior Team and other tenants of the stadium to raise money by selling advertising in the Amherst Stadium.

In general, all advertising sales are billed and collected by the Town. The accounts are typically reconciled in the fall and each organization receives their 50% commission.

Upon review of the policy, only minor revisions are being recommended as follows:

- Moving the policy over to the new template and adding the roles and responsibilities section.
- Reference to Department of Recreation changed to Facility Manager.
- Sign kits are no longer sold by the Town, language changed to, "from an approved supplier".
- Changed the date for ice surface advertising from September 1<sup>st</sup> to July 15<sup>th</sup> as the ice is now installed in August.
- Added language that gives staff the ability to have dasher board signs that are in poor condition removed or replaced with new at the cost of the advertiser.
- For "other" signs added similar language to dasher board signs in reference to sign materials and artwork.

### **MOTION:**

**That Council approve the amendments to the Sign Rental Policy #72300-08.**

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

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

**DATE:** June 23, 2025

**SUBJECT:** Sign Rental Policy Review

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

**LEGISLATIVE AUTHORITY:** MGA sections 47 and 48 authorize council to make, amend and repeal bylaws and policies.

**RECOMMENDATION:** That Council approve the amendments to the Sign Rental Policy #72300-08.

**BACKGROUND:** This policy was originally approved by Council in 2003 and last updated in 2014. The purpose of the policy is to provide an opportunity for the Town, Cumberland County Minor Hockey Association, Amherst Skating Club, Amherst Jr. "A" Ramblers Hockey Team, and other tenants of the stadium to raise money by selling advertising in the Amherst Stadium.

In general, all advertising sales are billed and collected by the Town. The accounts are typically reconciled in the fall and each organization receives their 50% commission.

**DISCUSSION:** Upon review of the policy, only minor revisions are being recommended and are highlighted on the policy in yellow:

- Moving the policy over to the new template and adding the roles and responsibilities section.
- Reference to Department of Recreation changed to Facility Manager.
- Sign kits are no longer sold by the Town, therefore changed language to, from an approved supplier.
- Changed date for ice surface advertising from September 1<sup>st</sup> to July 15<sup>th</sup> as the ice is now installed in August.
- Added language that gives staff the ability to have dasher board signs that are in poor condition removed or replaced with new at the cost of the advertiser.
- Under other signs added similar language to dasher board signs in reference to sign materials and artwork.

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





**AMHERST TOWN COUNCIL**

**RFD# 2025079**

**Date: June 23, 2025**

**SOCIAL JUSTICE IMPLICATIONS:** Organizations such as Cumberland County Minor Hockey and the Amherst Skating could generate revenue from advertising sales that could be used to reduce registration fees.

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

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

**ALTERNATIVES:** Do not approve the changes to the policy or direct staff to make additional revisions.

**ATTACHMENTS:** Sign Rental Policy 72300-08.



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**TITLE:                               SIGN RENTAL POLICY**  
**SECTION:                         RECREATION**  
**POLICY NO:                     72300-08**

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

**PURPOSE:**

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

**POLICY STATEMENT:**

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

- **Dasher Boards (3 x 8 foot sign)**

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

**The Town reserves the right to determine an acceptable condition of dasher board signs and when in need of replacement the advertiser will be contacted and given the opportunity to replace the sign at their cost or have the sign removed.**

- **Ice Surface Advertising**

50% of the yearly rental shall be paid to the selling organization. The selling organization or advertiser must have signage prepared prior to **September 1<sup>st</sup> July 15<sup>th</sup>**. This will allow for planning and installation of said advertising while the ice is placed in the Stadium. Signage to be made from either onion paper or stencils, to allow for proper paint and design. Signs will be placed by Stadium staff **or an approved contractor**.

- **Zamboni**

50% of the yearly rental shall be paid to the selling organization. Only decals or magnetic signs are to be used. Cost of signage will be the responsibility of the advertiser and should be capable of withstanding 200° F water and cold rain, as the machine may be exposed to varying weather conditions when going outside the building or when being washed off with very hot water. Drilling of holes in the Zamboni to attach signage will not be permitted.

- **Other signs**

50% of the yearly rental shall be paid to the selling organizations for all other signs. **The selling organization or advertiser must purchase the sign from an approved supplier to ensure that materials meet standards and safety requirements. Artwork will be the responsibility of the advertiser.**

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<b>TITLE:</b>	<b>SIGN RENTAL POLICY</b>
<b>SECTION:</b>	<b>RECREATION</b>
<b>POLICY NO:</b>	<b>72300-08</b>

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- **Exclusions**

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

**TERMS AND CONDITIONS:**

- Any authorized agent who engages in the selling of advertising space within the Amherst Stadium must contact the Department of Recreation Facility Manager to ensure space availability prior to confirmation of the rental agreement with the client.
- Once availability is confirmed with staff, the authorized agent will advise the Department Facility Manager, in writing, of the sales commitment and confirm installation dates and billing contact information.
- Department of Recreation Town staff will arrange issuance of an invoice directly to the customer and collect payments.
- At the conclusion of each season, accounts will be reconciled, and commissions will be credited to each organization for new sales and renewals of existing commissioned accounts.
- All artwork will be the responsibility of the advertiser.
- All signs will be installed by Town of Amherst staff, or an approved contractor.
- The Town of Amherst staff reserves the right to refuse or remove any advertising that it deems unfit and portrays a negative image of the Town of Amherst, residents or business. Removal will be at the cost of the advertiser or selling organization.
- Rates for signage will be set annually under User Fee Policy #03470-03.

**TITLE: SIGN RENTAL POLICY**  
**SECTION: RECREATION**  
**POLICY NO: 72300-08**

## ROLES AND RESPONSIBILITIES

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

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
<ul style="list-style-type: none"> <li>• Moving the policy over to the new template and adding the roles and responsibilities section.</li> <li>• Reference to Department of Recreation changed to Facility Manager.</li> <li>• Sign kits are no longer sold by the Town, therefore changed language to, from an approved supplier.</li> <li>• Changed date for ice surface advertising from September 1<sup>st</sup> to July 15<sup>th</sup> as the ice is now installed in August.</li> <li>• Added language that gives staff the ability to have dasher board signs that are in poor condition removed or replaced with new at the cost of the advertiser.</li> <li>• Under other signs added similar language to dasher board signs in reference to sign materials and artwork.</li> </ul>	Director, Bourgeois	Council	

Minutes Reference Date: November 24, 2003    April 18, 2008    October 27, 2014

# SYNOPSIS

## TERRITORIAL ACKNOWLEDGEMENT POLICY AMENDMENTS

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The Town of Amherst created the Territorial Acknowledgement Policy on May 23, 2023. During the Council strategic priority sessions in November 2024 questions were raised by Council as to whether the policy and statement should be reviewed and updated.

Through the collaborative work of the newly formed Accessibility, Inclusion, Diversity and Equity Committee the current policy and statement was reviewed. At their meeting on May 28, 2025 the Committee passed a motion to recommend that Council update the territorial acknowledgement to remove the words the Indigenous Blacks of Nova Scotia and replace it with the people of African descent.

The recommended territorial acknowledgement is proposed as:

“I would like to acknowledge that our gathering today is taking place in Mi'kma'ki (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, the people of African descent whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people.”

### **MOTION:**

**That Council approve the amendments to the Territorial Acknowledgement Policy #10350-33.**



## AMHERST TOWN COUNCIL

RFD# 2025080

Date: June 23, 2025

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

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

**DATE:** June 23, 2025

**SUBJECT:** Territorial Acknowledgement Policy Amendments

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**ORIGIN:** Strategic Priorities Session Points to Capture

**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 amendments to the Territorial Acknowledgement Policy #10350-33.

**BACKGROUND:** The Town of Amherst created the Territorial Acknowledgement Policy on May 23, 2023. During the Council strategic priority sessions in November questions were raised by Council as to whether the policy and statement should be reviewed and updated.

**DISCUSSION:** Through the collaborative work of the newly formed Accessibility, Inclusion, Diversity and Equity Committee the current policy and statement was reviewed. At their meeting on May 28, 2025 the following motion was passed to update the territorial acknowledgement to remove the words the Indigenous Blacks of Nova Scotia and replace it with the people of African descent.

That the Accessibility, Inclusion, Diversity, Equity Committee recommend that Council amend the Territorial Acknowledgement Policy to read:

“I would like to acknowledge that our gathering today is taking place in Mi’kma’ki (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, the people of African descent whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people.”

**FINANCIAL IMPLICATIONS:** None

**SOCIAL JUSTICE IMPLICATIONS:** Approving this policy amendment 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:** AIDE Committee

**ALTERNATIVES:** Do not approve the policy amendment as recommended

**ATTACHMENTS:** Amended Territorial Acknowledgement Policy.

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**TITLE:** Territorial Land Acknowledgement  
**SECTION:** Executive Office  
**POLICY NO:** 10530-33

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

**PURPOSE**

This policy will provide a corporate Territorial Acknowledgement and an overview of when it should be used relative to Town of Amherst committee meetings and events.

**POLICY**

The Territorial Acknowledgement will be placed on the agenda following the Call to Order of all Town of Amherst Council and Committee meetings agendas.

The Territorial Acknowledgement will also be read at Town of Amherst events where the public is being formally addressed.

The Town of Amherst Territorial Acknowledgement will read as follows:

*“I would like to acknowledge that our gathering today is taking place in **Mi’kma’ki** (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, **the people of African descent** ~~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.”*

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
<b>Clerk</b>	Ensure policy is kept up to date and added to all Committee meeting agenda templates.
<b>All Staff</b>	Ensure the Territorial Acknowledgement is made at any events where the public is formally addressed.

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
<b>New Policy</b>	Clerk, LeBlanc	Council	May 23, 2023
<b>Remove Indigenous Blacks of Nova Scotia and replace with the people of African descent</b>	Clerk, LeBlanc	Council	

Minutes Reference Date: May 23, 2023

# SYNOPSIS

## SMOKE-FREE WORKPLACE POLICY AMENDMENTS

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The Smoke-Free Workplace Policy was originally developed to support a healthy and safe environment for all employees, contractors and visitors. Since it's last update in 2014, there have been significant changes in public health legislation, smoking trends, and workplace expectations, particularly with the rise of vaping and the legalization of cannabis.

To ensure the policy remains current and reflective of best practices in workplace health and safety, it is recommended that the policy be revised with the following updates:

- Expanded scope: now includes vaping/e-cigarettes and cannabis use.
- Updated definitions: clear language added for vaping, other electronic smoking devices and cannabis.
- Modernized policy statement: smoking and vaping are prohibited in all Town buildings, vehicles, and within 4 metres of entrances, aligned with current legislation.
- Addition of responsibilities section: clarifies the responsibilities of employees, supervisors and HR in supporting compliance with the policy.
- Cessation support: encourages employees to access help via various available resources.
- Legislative references: links to key legislation have been added to support compliance and transparency.
- Clarification: a statement has been added to the policy to clarify that the provisions governing smoking and/or vaping in outdoor public spaces are referenced in our Smoke-Free Recreational Places Bylaw C-12.

### **MOTION:**

**That Council approve the amendments to the Smoke-Free Workplace Policy #04500-04.**

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

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

**DATE:** June 23, 2025

**SUBJECT:** Smoke-Free Workplace Policy

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**ORIGIN:** Council priority to review all policies and bylaws.

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

**RECOMMENDATION:** That Council approve the amendments to the Smoke-Free Workplace Policy #04500-04.

**BACKGROUND:** Staff are completing a review of all Town policies and bylaws to ensure they are relevant and updated appropriately. The Smoke-Free Workplace Policy was reviewed as a result of this initiative.

**DISCUSSION:** This policy was originally developed to support a healthy and safe environment for all employees, contractors and visitors. Since it's last update in 2014, there have been significant changes in public health legislation, smoking trends, and workplace expectations, particularly with the rise of vaping and the legalization of cannabis.

To ensure the policy remains current and reflective of best practices in workplace health and safety, it is recommended that the policy be revised with the following updates:

- **Expanded scope:** now includes vaping/e-cigarettes and cannabis use.
- **Updated definitions:** clear language added for vaping, other electronic smoking devices and cannabis.
- **Modernized policy statement:** smoking and vaping are prohibited in all Town buildings, vehicles, and within 4 metres of entrances, aligned with current legislation.
- **Addition of responsibilities section:** clarifies the responsibilities of employees, supervisors and HR in supporting compliance with the policy.
- **Cessation support:** encourages employees to access help via various available resources.
- **Legislative references:** links to key legislation have been added to support compliance and transparency.



- **Clarification:** a statement has been added to the policy to clarify that the provisions governing smoking and/or vaping in outdoor public spaces are referenced in our Smoke-Free Recreational Places Bylaw C-12.

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

**COMMUNITY ENGAGEMENT:** No community engagement is required. A review of current Nova Scotia smoking legislation and applicable occupational health & safety legislation was completed. Revisions to the policy were also reviewed in partnership with our Fire and Police Chief as a unified approach to workplace health, safety and enforcement readiness.

**ENVIRONMENTAL IMPLICATIONS:** The updated policy helps to reduce litter on municipal worksites (such as cigarette butts, vape cartridges, etc.), improves air quality around buildings and vehicles, and lowers risk of fire, supporting a cleaner and safer workplace.

**SOCIAL JUSTICE IMPLICATIONS:** The updated policy promotes health equity by protecting all employees from harmful exposures and offering support via cessation resources.

**ALTERNATIVES:**

1. Accept recommendation
2. Direct staff to develop alternative recommendation.

**ATTACHMENTS:** Smoke-Free Workplace Policy #04500-04

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**TITLE: SMOKE-FREE WORKPLACE POLICY**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO.: 04500-04**

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

## DEFINITIONS

Smoking: ~~The act of lighting, inhaling or carrying of a lighted or smouldering cigar, cigarette or pipe of any kind.~~ The act of inhaling, exhaling, burning, or carrying any lighted or heated product, including cigarettes, cigars, pipe tobacco, cannabis, or any similar device, whether or not it contains tobacco.

Mainstream Smoke: ~~Smoke directly inhaled by the smoker. Smoking has been shown to be the largest preventable cause of premature death.~~ Smoke directly inhaled and exhaled by a person smoking.

Second Hand Smoke: ~~Smoke that is exhaled by the smoker. Even indirect smoke such as this has been proven to create a health risk to anyone exposed to it.~~ Smoke exhaled by a smoker.

Side Stream Smoke: ~~Smoke that is emitted from the burning tip of a cigarette, pipe or cigar. This type of smoke has been proven to be the most harmful, as it contains higher levels of carcinogenic chemicals.~~ Smoke released from the burning end of a tobacco or cannabis product, which contains higher levels of harmful chemicals than mainstream smoke.

Vaping: The act of inhaling or exhaling vapour or aerosol from an electronic device, such as e-cigarettes, vape pens, or similar products, whether or not the substance contains nicotine, cannabis, or any other substance.

## PURPOSE

~~The Town of Amherst maintains a commitment to the health and safety of all its employees. Smoking has been scientifically proven to be harmful to the health of both smokers and non-smokers that come into contact with second-hand smoke, mainstream smoke or side stream smoke. In the interest of promoting a safe and healthy work environment, the Town of Amherst has adopted a smoke-free workplace policy.~~ The Town of Amherst is committed to protecting the health, safety, and well-being of its employees, contractors, and visitors. Smoking and vaping of tobacco, cannabis, or any other substance contributes to poor indoor and outdoor air quality, poses fire and health hazards, and may create an uncomfortable or unsafe working environment.

In alignment with current health research and public legislation, the Town maintains a smoke-free and vapour-free workplace to promote a healthy and productive environment for all.

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**TITLE: SMOKE-FREE WORKPLACE POLICY**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO.: 04500-04**

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## **POLICY STATEMENT**

Smoking shall be prohibited in all Town buildings, and is applicable to all employees and contractors. This policy also extends to include all Town vehicles and equipment, and any rental vehicles booked for Town business purposes.

Smoking, vaping, or the use of any tobacco or cannabis products is strictly prohibited:

- Inside all Town-owned or leased buildings;
- Within 4 metres of entrances, windows, or air intakes of Town buildings (or as required by Nova Scotia's Smoke-Free Places Act);
- Inside or within Town-owned vehicles and equipment, including rentals used for Town business;
- In any shared or enclosed workplace areas, including lunchrooms, restrooms, and break areas.

Provisions governing smoking and/or vaping in outdoor public spaces are outlined and enforced in the Town's Smoke-Free Recreational Places Bylaw C-12.

## **VIOLATIONS**

In the event of a violation of this policy, the Town of Amherst may pursue progressive disciplinary action. Employees that witness violations are encouraged to report the infraction to their Supervisor or Human Resources.

## **SUPPORT FOR CESSATION**

The Town encourages employees who wish to stop smoking or vaping to seek support via:

- The Employee and Family Assistance Program (EFAP).
- The employee's medical benefit plan which may include coverage for smoking cessation programs and/or products.
- Provincial smoking cessation resources, such as Nova Scotia's "Tobacco Free Nova Scotia" program.

**TITLE:** SMOKE-FREE WORKPLACE POLICY  
**SECTION:** HUMAN RESOURCE MANAGEMENT  
**POLICY NO.:** 04500-04

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
<b>Employees &amp; Contractors</b>	Employees & contractors will: a. Adhere to the policy and refrain from smoking or vaping in prohibited areas.
<b>Supervisors/Managers</b>	Supervisors/managers will: a. Support compliance and address violations appropriately.
<b>Human Resources</b>	Human resources staff will: a. Provide clarification on the policy and support accommodation requests related to substance use if appropriate.

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
<p><u>Expanded scope:</u> now includes vaping/e-cigarettes and cannabis use.</p> <p><u>Updated definitions:</u> clear language added for vaping, other electronic smoking devices and cannabis.</p> <p><u>Modernized policy statement:</u> smoking and vaping are prohibited in all Town buildings, vehicles, and within 4 metres of entrances, aligned with current legislation.</p> <p><u>Addition of responsibilities section:</u> clarifies the responsibilities of employees, supervisors and HR in supporting compliance with the policy.</p> <p><u>Cessation support:</u> encourages employees to access help via various available resources.</p> <p><u>Legislative references:</u> links to key legislation have been added to support compliance and transparency.</p> <p><u>Clarification:</u> a statement has been added to the policy to clarify that the provisions governing smoking and/or vaping in outdoor public spaces are referenced in our Smoke-Free Recreational Places Bylaw C-12.</p>	Director, Human Resources	Council	

Minutes Reference Date: May 26, 2014

**TITLE: SMOKE-FREE WORKPLACE POLICY**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO.: 04500-04**

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## **RESOURCES**

- Smoke-Free Places Act (SNS 2002, c.12): <https://nslegislature.ca/sites/default/files/legc/statutes/smoke-free%20places.pdf>
- Smoke-Free Places Act – Official Overview (Government of Nova Scotia): <https://novascotia.ca/smoke-free-places/>
- Ban on Flavored E-Cigarettes (Effective April 1, 2020, Government of Nova Scotia): <https://news.novascotia.ca/en/2019/12/05/province-bans-sales-flavoured-e-cigarettes-commits-legislation>
- Occupational Health and Safety Act (Nova Scotia): <https://nslegislature.ca/sites/default/files/legc/statutes/occupational%20health%20and%20safety.pdf>
- Smoke Free Nova Scotia (provincial organization): <https://smokefreens.ca/about-us/>
- Tobacco Free Nova Scotia: <https://tobaccofree.novascotia.ca/>

# SYNOPSIS

## PROCUREMENT POLICY AMENDMENTS

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Staff have been working towards improving the procurement policy for both staff and vendors. The recommended changes are geared towards internal process improvements to expedite transactions and ensuring compliance with existing legislation.

The significant changes to the existing policy include increasing the purchasing threshold limits for staff. While supply chain issues of the past have mostly been corrected, the effects of inflation have also been a factor in the proposed amendments.

The amended limits are expected to expedite transactions in the majority of cases. Other minor amendments include title changes, and updated names of Trade Agreements.

### **MOTION:**

**That Council approve the amendments to the Procurement Policy #3700-01.**

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

**SUBMITTED BY:** Kim Jones, Deputy CAO

**DATE:** June 23, 2025

**SUBJECT:** Procurement Policy Amendments

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

**LEGISLATIVE AUTHORITY:** MGA sections 47 and 48 authorize council to make, amend and repeal bylaws and policies.

**RECOMMENDATION:** That Council approve the amendments to the Procurement Policy #3700-01.

**BACKGROUND:** This policy was amended by Council in 2023. Since that time staff have been working towards improving the procurement policy for both staff and vendors.

**DISCUSSION:** The significant changes to the existing policy include increasing the purchasing threshold limits for staff. While supply chain issues of the past have mostly been corrected, the effects of inflation have been a factor in the proposed amendments.

The new proposed thresholds are within the limits of the Atlantic Trade and Procurement Partnership (ATPP) and Canada Free Trade Agreement (CFTA).

The increase is expected to expedite transactions in the majority of cases. Other minor amendments include title changes, removing references to Procurement Coordinator, updated names of Trade Agreements.

**FINANCIAL IMPLICATIONS:** There are no financial implications associated with the proposed policy revisions.

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

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

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

**ALTERNATIVES:** Do not approve the changes to the policy or direct staff to make additional revisions.





**AMHERST TOWN COUNCIL**

**RFD# 2025088**

**Date: June 23, 2025**

**ATTACHMENTS:** Procurement Policy #3700-01 with amendments.





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**TITLE: Procurement Policy**  
**SECTION: Financial Management**  
**POLICY NO: 3700-01**

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

### 1) Policy Statement

The purpose of this policy is to establish transparent procurement guidelines to ensure the most effective and efficient methods are used to provide best value for the procurement of goods, services and construction for the Town of Amherst (hereinafter referred to as the "Town").

The Town will conduct procurement practices in compliance with all Provincial legislation, International, National and Regional Trade Agreements, including the Nova Scotia Public Procurement Act and any amendments thereto.

### 2) Definitions

- a) Alternative Procurement (ALTP) - the procurement of goods, services and construction without a competitive process due to certain conditions/situations.
- b) Best Value - the bid that is determined by the Town to be in its best interests, not necessarily the lowest price bid, which is determined by evaluation of bids based on criteria or factors that may include purchase price, life cycle cost considerations, environmental and social considerations, delivery, servicing, past experience and performance, and any other criteria or factors stated in the requesting documents.
- c) Bid - a supplier's response to a Request for Quotation (RFQ), Request for Construction (RFC), Tender, Request for Proposal (RFP), Request for Expression of Interest (REI) or a Two Phase Bid to provide goods, services or construction.
- d) Invitational Competition – is a competitive process in which an invitation to submit bids is issued to three suppliers, provided three suppliers can be identified.
- e) Local Preference Area – all suppliers located within the County of Cumberland and the Town of Tantramar, New Brunswick.
- f) Procurement Web Portal – means the public website owned by the Province of Nova Scotia where all public tender notices are posted.
- g) Public Request for Submission - refers to inviting responses to tenders, request for proposals, two phase bids, request for construction, request for expression of interest and request for standing orders.

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**TITLE: Procurement Policy**  
**SECTION: Financial Management**  
**POLICY NO: 3700-01**

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- h) Purchase Card - a corporate credit card for the Town with various restrictions and limits based on the cardholder.
- i) Purchaser – a Town employee with the authority to purchase goods.
- j) Request for Construction (RFC) - used to publicly tender for a construction, reconstruction, demolition, remediation, repair or renovation of a building, structure, road, bridge or other engineering or architectural work.
- k) Request for Expression of Interest (REI) - process in which suppliers are invited to propose a solution to a problem and then those chosen are asked to respond to a subsequent Request for Proposal.
- l) Request for Quotations (RFQ) - informally obtaining price quotations from a number of different suppliers.
- m) Request for Proposal (RFP) - a formal invitation to suppliers to describe how their services, methods, equipment or products can address and/or meet the needs of the Town.
- n) Purchase Requisition/Purchase Order-an electronically generated document for the supply of goods or services from an approved vendor.
- o) Single Source – A single source procurement is an alternative procurement practice in which two or more suppliers can supply the goods and/or perform the services required by the Town of Amherst, but where the Town of Amherst selects one supplier over the others for reasons such as expertise, previous municipal or their related experience and not through a competitive process.
- p) Sole Source Procurement – is an alternative procurement practice in which it is evident that only one supplier can supply the goods and/or perform the services required and an award is made to that supplier.
- q) Standing Offer- a contractual arrangement with a supplier to provide certain goods or services on an “as required” basis, during a particular period of time, at a predetermined price or discount, generally within a predefined dollar limit.
- r) Sustainable Procurement- involves taking a holistic approach to obtain best value by integrating the following considerations in the procurement process:
  - Environmental considerations: e.g. Green House Gas Reduction, Waste Reduction, Toxic Use Reduction;

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**TITLE: Procurement Policy**  
**SECTION: Financial Management**  
**POLICY NO: 3700-01**

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- Economic considerations: e.g. Life Cycle Cost, Fiscal Responsibility, Support for the Local Economy;
  - Social considerations: e.g. Employee Health and Safety, Inclusiveness and Fair Wage, Health Promotion.
- o) Tender- a formal request to solicit for goods, services or construction obtained through posting on the Town and the Provincial websites.
- p) Two Phase Bid- a two stage process in which suppliers submit proposals for evaluation, and separately submit prices.

### 3) Guiding Principles

The following principles will guide the procurement practices of the Town:

- a) Procurement policy and procedures should provide the most efficient and effective methods resulting in best value for the Town.
- b) The procurement process is to ensure a fair, open, consistent and transparent process in the acquisition of goods, services and construction.
- c) Procurement methods are to encourage competition, innovative ideas and solutions, wherever possible, while respecting all legislative and trade agreement obligations for the supply of goods services and construction.
- d) Procurement policy provides for the use of suppliers, who can be expected to provide satisfactory performance, based on, but not limited to:
  - (i) past performance and/or previous contacts
  - (ii) financial and other resources to complete the contract bid;
  - (iii) references
- e) Promoting the use of Sustainable Procurement when evaluating bids by striving to obtain best value, taking into consideration environmental, economic and social considerations.
- f) This policy does not apply to payments for reoccurring items such as utilities, leases, rentals and similar reoccurring operating charges, while recognizing that in some circumstances, the initial commitment that leads to these ongoing payments is subject to the provisions of this policy.



**TITLE: Procurement Policy**  
**SECTION: Financial Management**  
**POLICY NO: 3700-01**

**4) General**

- a) This policy applies to all departments, agencies, boards and commissions of the Town over which the Town has jurisdiction.
- b) The procuring of goods, services and construction will be facilitated by the Director of the requesting department ~~in conjunction with the Procurement Coordinator~~ according to this policy. The Director shall approve all purchases in excess of \$5,000 prior to any employee acting within this policy.
- c) The Town will be under no obligation to accept any bid received which is considered to be not in its best interest, in response to a verbal or written request.
- d) The Town may work with other levels of government, other municipal units, other agencies, boards and commissions, and associations such as the FCM (Federation of Canadian Municipalities) and NSFM (Nova Scotia Federation of Municipalities) to encourage standardization of items and/or reduce overall costs to the Town for joint purchasing.
- e) The dollar values indicated within this policy are exclusive of the Town's non-recoverable HST and are in Canadian Dollars.

**5) Purchasing Guidelines**

The following guidelines will be followed for the procurement of goods services and construction for the Town:

Spending Category	Low Value	Low Value	High Value
	Quotations	Invitational Competition	Open Competition
Goods	Less than \$15,000	\$15,000 - \$4924,999	\$5025,000 and above
Services	Less than \$15,000	\$15,000 - \$7449,999	\$7550,000 and above
Construction	Less than \$15,000	\$15,000 - \$7449,999	\$7550,000 and above

Dividing procurement activity to reduce or keep the procurement value below certain thresholds is not permitted.

**a) Low Value Procurement**

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If the value of the Goods, Services or Construction are less than \$15,000:

For procurement under \$15,000, the minimum of three quotations is not mandatory, however staff are expected to perform due diligence in selecting such suppliers, including obtaining quotations in cases where there are sufficient suppliers to do so, where there is sufficient time to do so, and when the value of the goods, services or construction makes it practical to do so.

**If the value of the Goods, Services or Construction is \$15,000 and over but less than the Open Competition thresholds:**

The acceptable process is to use an Invitational Competition. All Invitational Competitions must be conducted in accordance with the Procurement ~~Coordinator~~ Guidelines and are subject to review by the ~~Procurement Coordinator~~ Director of the Department prior to issue.

#### **b) High Value Procurement**

If the value of the Goods, Services or Construction is above Open Competition thresholds, staff must work with the ~~Procurement Coordinator~~ Director and Deputy Chief Administrative Officer to conduct a public competitive process. Open competitions are posted on the Town of Amherst website and the Nova Scotia Procurement Web Portal.

If an Invitational Competition is issued and the results demonstrate that the cost from the supplier determined to be providing best value is above the High Value Procurement threshold, the CAO may, at their discretion:

- Cancel the competition and not award
- Accept the result and award. The resulting award is an Alternative Procurement Practice; or
- Reject the result and require that the Competition be re-issued as an Open Competition.

#### **6) Methods of Procurement**

All procurement activity must be obtained through one of the following methods:

- a) Tender - A formal invitation to solicit competitive bids. It is used when detailed specifications are available that permit the evaluation of tenders against clearly stated criteria and specifications. A Request for Tenders (RFT) is a formal, competitive, sealed bidding process. Bid deposits and performance security may be required. The award is normally to the lowest bid received from a qualified bidder meeting the requirements of the tender and providing best value. Tender purchases shall be made by purchase order. Tenders must be opened in the presence of at least one elected

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official and the CAO or his/her designate at a time and location that is open to the public.

- b) Request for Proposal - A Request for Proposal (RFP) is a formal invitation to suppliers to describe how their services, methods, equipment or products can address and/or meet specific needs of the Town. It is used when a supplier is invited to propose a solution to a problem, requirement, or objective. Request for Proposals are evaluated against stated criteria to the terms of the RFP to determine if any should be accepted.

Negotiations with suppliers may be required to finalize any aspect of the proposal provided such discussion and negotiations are conducted to:

- (1) Award equitable treatment to each qualified bidder with respect to an opportunity for discussion and the revision of the proposal.
- (2) Prevent the disclosure of the proposal content of one proponent to another.

Proposals submitted in response to a request for proposal need not be opened in public. A list of the proponents may be made available upon request. An award of a contract based upon a request for proposals will be made to the supplier whose proposal has the highest score based upon the criteria for evaluation set out in the request for proposals and equitably applied to all proposals. RFP purchases shall be made by purchase order.

- c) Request for Quotation - A request for quotation is an informal request for prices for goods and services that the purchaser will attempt to solicit from at least three (3) different suppliers. This process is normally used where bid deposit and performance bonds are not required and where the cost of the work does not warrant the time and level of effort and expense required for a normal tender process. Quotations should be in written form and attached to the Request for Quotation form which must be completed and given to the ~~Procurement Coordinator~~Deputy CAO for filing once it has been awarded.

If a quote is obtained verbally, the person obtaining it must document the quotation, including time, date, supplier, price and description of the goods and services, the person from whom the quotation was obtained and the name of the municipal staff obtaining the quotation. The RFQ form should be used for documentation purposes. RFQ purchases shall be made by purchase order, or purchase card if in US Dollars

- d) Standing Offer – A tender process to guarantee a continuous supply of various goods, services or construction at a specific price for a specific period of time. The term of the standing offer can vary in duration but will be clearly defined in the tender documents.

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Standing Offers of the Government of the Province of Nova Scotia or other public sector entities may be used under the constraints within this policy where it is in the best interest of the Town.

- e) Two Phase Bids- Where detailed specifications are not available or it is impractical to prepare a specification based on price, a two phase bid may be issued, inviting for the submission of bids as follows:

Phase One- Pre-qualification step in which bidders submit proposals/expressions of interest in response to basic terms of reference for evaluation; need not be opened in public

Phase Two- Only those bidders whose submissions were determined to be acceptable in Phase One will be invited to submit priced bids for further consideration. Phase Two bids must be opened in public.

This type of purchasing has the advantage of a request for proposal in Phase One and the advantages of a tender in Phase Two. Two phase bid purchases shall be made by purchase order.

- f) Request for Expression of Interest - This process is similar to the Request for Proposal and is sometimes referred to as a Pre-Qualification, where suppliers are invited to propose a solution to a problem. The REI, however, is only the first stage in the procurement process. Bidders responding to the REI will be short listed according to their scoring in the evaluation process. The short listed firms will then be invited to respond to a subsequent Request for Proposal. A REI does not normally include pricing as price is a key evaluation criteria used in the second stage RFP process.
- g) Request for Construction - Used to publicly tender for a construction, reconstruction, demolition, remediation, repair, or renovation of a building, structure, road, bridge, or other engineering or architectural work. When a supplier is invited to bid on a construction project the tender documents usually contain a set of terms and conditions and separate bid form that apply to that specific project. Suppliers are requested to submit a response (bid) in accordance with predefined criteria. The selection of the successful proposal is based on a number of factors as described in the tender documents. A request for construction usually does not include professional consulting services related to the construction contract, unless they are included in the specifications.
- h) Negotiations - Negotiations with suppliers for the supply of goods and/or services would take place when any of the following conditions exist:
- (a) Due to market conditions, goods and/or services are in short supply;
  - (b) There is only one source of the goods or services;

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- (c) All bids received are non-compliant or exceed the amount budgeted for the purchase;
- (d) The extension or reinstatement of existing contract would be more cost effective or beneficial to the Town ~~providing the extension has been outlined in original documents~~. The extension or reinstatement of existing contract is subject to the approvals listed in section 9 – Award of Contracts.
- i) **Alternative Procurement** - In certain circumstances, described in this section, the Town may purchase goods, services and construction without using one of the options set out above. An alternative procurement purchase may occur.

- (a) Where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of open procurement procedures. An emergency purchase occurs when a situation creates immediate and serious need which may not be reasonably met by any other procedure and includes without limitation:

A condition where lack of supplies or services may adversely affect the functioning of civic government, threaten public or private property or the environment, or jeopardize the health or safety of the ~~public~~; public.

Emergency purchases are completed using the most expedient method, but will take economy into consideration.

Emergency purchases must be pre-approved by the CAO (or designate) where such approval may be reasonably sought.

- (b) Where goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open tendering process could reasonably be expected to compromise government confidentiality, cause economic disruption or otherwise be contrary to the public interest;
- (c) Where compliance with the open tendering provisions set out in this policy would interfere with the Town's ability to maintain security or order or to protect human, animal or plant life or health;
- (d) In the absence of tenders in response to an open or selective tender, or when the tenders submitted have been collusive, or not in conformity with the essential requirements in the tender;

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- (e) To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative;
- (f) Where there is an absence of competition for technical reasons and the goods or services can only be supplied by a particular supplier and no alternative or substitute exists;
- (g) For the purchase of goods on a commodity market;
- (h) For the procurement of goods or services the supply of which is controlled by a supplier that is a statutory monopoly;
- (i) For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor;
- (j) For work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work;
- (k) For the procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for routine purchases;
- (l) For the purchase of goods under exceptionally advantages circumstances such as bankruptcy or receivership, but not for routine purchases;
- (m) For the procurement of original works of art;
- (n) For the procurement of subscriptions to newspapers, magazines or other periodicals;
- (o) For the procurement of real property;
- (p) For the procurement of goods intended for resale to the public;
- (q) For the procurement from charitable institutions, prison labour, persons with disabilities, sheltered workshop programs or through employment equity programs;
- (r) For procurement from a public body or non-profit organization; or
- (s) For the procurement of services of expert witnesses, specifically in anticipation of litigation or for the purpose of conducting litigation.



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\*\*When an alternative procurement purchase occurs, the reason for doing so must be documented ~~using the Alternative Procurement (ALTP) form.~~

### 7) Local Preference

If the goods, services or construction available from a local business are equal in providing best value to those available from a non-local business, the goods, services or construction from the local business shall be purchased.

In evaluating which goods, services or construction offer best value to the Town of Amherst, the Town shall apply a preference of 5% to the price offered by a local business as compared with non-local businesses, such that the price offered by the local business is adjusted lower by 5% for the purposes of evaluating which goods, services or construction offer best value.

In accordance with the Atlantic ~~Procurement Agreement~~ Trade and Procurement Partnership (ATPP) and the CFTA, the local preference described above does not apply to the following procurements:

- a) goods that have a value of ~~\$25~~100,000 or greater;
- b) services that have a value of ~~\$50~~100,000 or greater;
- c) construction that has a value of ~~\$400~~250,000 or greater.

All requests for quotations and public requests for submissions must state that local preference applies to the procurement.

### 8) Award of Contracts

- a) The Chief Administrative Officer (CAO) may authorize the procurement of goods, services and construction:
  - i) that are \$250,000 or less and are included within the approved operating and capital budgets; Awards over the value of \$250,000 will be submitted to Council for approval.
  - ii) that exceed the approved budget by 25% or ~~\$50~~75,000, whichever is less. This will be done when it is reasonable to do so and when options to achieve project completion or item procurement are limited.
  - iii) that is an emergency situation. In these cases, the CAO is authorized to make reasonable and informed procurement decisions (operating and capital) which are determined by him/her to be necessary. Among other things such decisions may

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be deemed by the CAO to be necessary to protect the legal interests or satisfy legal obligations of the Town, or involve a situation where failure to act could reasonably be expected to compromise Town confidentiality, cause economic disruption, or would otherwise be contrary to the public interest. Authorizations for such expenditures are considered to be over and above the other authorities given under this policy to exceed approved budget amounts.

- iv) where the purchase was made in accordance with this policy and falls within the thresholds established within the [Atlantic Procurement Agreement](#) [Atlantic Trade and Procurement Partnership](#) and all subsequent amendments thereto.
- v) Where the purchase was the result of a public purchasing process conforming to the Town's procurement policy and The Atlantic Trade and Procurement Partnership, and all appropriate Trade Agreements and their subsequent amendments.
- vi) Where the purchase is awarded to the supplier providing best value and meeting specifications.
- vii) Where the award of a Request for Proposal is made to the highest scoring qualified proponent based upon evaluation criteria within the Request for Proposal.
- viii) Where there is no legislative requirement to obtain Council approval.
- b) All bids are subject to evaluation after opening and before award of contract. The bid request documents must clearly identify the requirements of the procurement, the evaluation method, evaluation criteria based on the purpose and objectives of this policy, and the weights assigned to each criterion.
- c) Where award is over the limits established in the Atlantic Trade Procurement Partnership for the purchase of goods, services and construction, award amount and company name is to be posted on the Provincial Procurement Web Portal.
- d) A quarterly report to Council of awards of contracts under the value of \$250,000 approved by the CAO or designate shall be made available to Council and shall show the name of the contract, the name of the successful bidder, the amount of the award, any person or company to whom a single or sole source has awarded, and the budgetary provision.
- e) At the discretion of the CAO, any award of goods, services or construction may be referred to Council for approval.

#### 10) Documentation Requirements



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The following documents are required in order to work for the Town:

Workers Compensation Board (WCB) - WCB certificates are required any time a service and/or construction project is being completed on Town of Amherst property. The proponent MUST provide a valid WCB certificate prior to the commencement of any work. This certificate will state when the coverage expires. If the WCB certificate expires before the project is finished, then the replacement certificate MUST be received in order for the work to continue. Town employees have the right to stop any work in progress if an up-to-date WCB certificate is not provided. If the approved vendor is exempt from WCB, proof of the exemption will be supplied before work can commence.

Liability Insurance - Proponents must provide a valid certificate from their insurance company with the Town named and added under Additional Insured for liability purposes with at least \$2,000,000 liability coverage. This certificate must be provided before the commencement of any work.

Construction Safety- A Certificate of Good Standing is required from a registered safety certified company such as the Nova Scotia Construction Safety Association whenever any type of construction, reconstruction, demolition, remediation, repair or renovation is being completed on Town property for any projects that are over \$10,000. This documentation must be provided before the commencement of any work.

#### 11) Code of Ethics

All procurement carried out by the Town must be conducted according to policies, provincial and federal legislation, trade agreements and ethical business practices. All employees must in good faith, conduct business with current and prospective suppliers and be fair in all business dealings. We shall encourage the negotiation of an equitable and mutually acceptable settlement when a dispute arises and request removal from a procurement process when a personal conflict of interest is perceived. We shall require suppliers to provide accurate representations of goods, services and construction and encourage them to consider sustainability in their products. We shall strive to obtain best value for each expenditure.

#### 12) Supplier Performance

- a) Suppliers may be subject to disqualifications if there is sufficient evidence of failure to meet the standards specified by the Town. Suppliers may be evaluated based on competitive price, quality of a product, contract adherence and performance and after sales service. Upon reasonable notice in writing to the supplier involved, and after a reasonable opportunity for response, a supplier can be disqualified for a period not exceeding three years from participation in solicitation for goods, services and construction when:

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- i. Serious breach of contract indicating unwillingness to perform a contract in accordance with the terms and conditions or specifications or a record of unsatisfactory performance of one or more contracts in accordance with its specifications or both.
  - ii. The offer of any gratuity to an official or employee of the Town by a supplier or contractor for consideration.
- b) A written decision shall be issued to the person disqualified or suspended setting out its reasons for disqualification or suspension, to the usual business address of that person as shown in the records of the purchasing section.
  - c) Disqualification will be approved by the CAO.

### 13) Supplier Debriefing

Upon request of a supplier who is an unsuccessful bidder, the Town must conduct a debriefing with that supplier to provide feedback on the evaluation of the bid. The debriefing must be conducted as follows:

- a) the CAO or designate and/or ~~Procurement Coordinator~~ Director, along with the person named in the documents, will attend the meeting;
- b) the debriefing must provide reasons for the disqualification of the supplier, or in the case where evaluation scoring was used, provide an overview of the supplier's score in each category and reasons for that score;
- c) the debriefing must also provide information to the supplier on how to improve future submissions;
- d) the debriefing must not disclose any information regarding other bidders or their submissions.

### 14) Contract Documents, Bid and Performance Securities and Specifications

- a) The CAO may, from time to time, approve such standard forms including bid and performance securities if any, for purchase by Invitation to Tender, Request for Proposals, Request for Quotations, sole source, or emergency purchases as well as forms of contract for types of purchase including but not limited to construction, supplies and installation or service as they may deem advisable.
- b) Bid bonds, performance bonds, irrevocable letters of credit and other securities including labour and material bonds may be required for such purposes in such form and in such amounts as the CAO deems advisable.

### 15) Special Services



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**SECTION: Financial Management**  
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- a) Legal Services - Legal services will be acquired by staff based upon qualifications, experience, services offered, past performance, proposed fees and other relevant considerations. The acquisition of legal services must be approved by the CAO in consultation with the Director(s) of the user department(s). (These services include expert witnesses, and subject experts required for legal proceeding, hearing or similar matter.) Legal services having a value of \$5040,000 or more shall be approved by Council. The term for legal services will be at the discretion of the Town.
- b) Financial Auditing Services – These services may be contracted on a one year term to be renewed on an annual basis on terms satisfactory to the Town. Selection of an auditor shall be completed by the Audit Committee of Council who will recommend the selection of an auditor to Council. Annual selection and/or renewal of the contract for audit services will be made by the Audit Committee.

**16) Tie Bids**

After the assessment process is complete and it cannot be reasonably determined who has submitted the lowest compliant bid and a tie exists, the ~~Procurement Coordinator~~ CAO or Deputy CAO may flip a coin to determine the award.

**17) Suppliers indebted to the Town of Amherst**

Any supplier/contractor having a customer account with the Town, which is in arrears, will have such arrears deducted from any payments due to the supplier/contractor. Such deduction may be waived by the CAO, where the supplier/contractor has entered into a payment arrangement deemed to be suitable by the Treasurer.

**18) Purchases by Town of Amherst Employees**

Employees or immediate family members (husband, wife, son, or daughter) of employees of the Town are not permitted to purchase personal use items through the purchasing system except where employee purchase plans are being offered.

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
Policy Owner	The policy owner is responsible for ensuring that the policy is implemented and being followed. In addition, they are responsible for reviewing the policy regularly for relevancy and compliance with provincial guidelines.
Staff	All personnel that fall within the scope of this policy must follow the policy



**TITLE: Procurement Policy**  
**SECTION: Financial Management**  
**POLICY NO: 3700-01**

<b>Procurement Coordinator</b>	Facilitate the implementation of the policy, including the Open and Invitational procurement processes. Support procurement at all threshold levels. Develop and provide procurement templates and tools. Periodically review procurement practices within the province.
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For Administrative Use Only:

**VERSION LOG**

<b>Amendment Description</b>	<b>Policy Owner</b>	<b>Approved By</b>	<b>Approval Date</b>
	Title/Last Name	Council	
<b>Creation of the policy</b>	CAO, MacDonald	Council	April 30, 2007
<b>Amendment to bring the policy into compliance with Atlantic Procurement Agreement</b>	CAO, MacDonald	Council	Sept 28, 2009
<b>Amendment to bring the policy into compliance with Atlantic Procurement Agreement</b>	CAO, MacDonald	Council	Nov 26, 2012
<b>CAO may authorize the procurement of goods, services and construction that are \$250,000 or less and are included within the approved operating and capital budgets.</b>	CAO, MacDonald	Council	Nov 27, 2017
<b>Increased purchasing limits and minor housekeeping amendments</b>	CAO, MacDonald	Council	March 27, 2023
<b><u>Increased purchasing limits and minor housekeeping amendments, changing titles</u></b>	<u>CAO, MacDonald</u>	<u>Council</u>	

# SYNOPSIS

## NEW AFFORDABLE HOUSING FEE FORGIVENESS POLICY

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The Town has been awarded over \$2.2 million through the federal Housing Accelerator Fund to implement five initiatives that will result in more new housing. This policy fulfills one of those initiatives by waiving fees for affordable housing developments.

Under this policy, the Town will waive development & building permit fees and water & sewer servicing fees for projects where at least 25% of units are supported by senior government affordable housing funding. Only new developments approved after the policy's adoption will be eligible, and all must comply with Town bylaws. The Chief Administrative Officer may, at his discretion, exclude projects already receiving other Town funding.

Waived fees will be covered by the Housing Accelerator Fund for the next four years. Fee waivers will be tracked, and the policy reviewed and evaluated at 6 and 12 months post-implementation, and again before the funding program term ends in four years.

This policy is one of the many ways Council is supporting the development of affordable housing in Amherst.

### **MOTION:**

**That Council approve the new Affordable Housing Fee Forgiveness Policy.**

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

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

**DATE:** June 23, 2025

**SUBJECT:** Fee Forgiveness for Affordable Housing Policy

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**ORIGIN:** Housing Accelerator Fund initiatives.

**LEGISLATIVE AUTHORITY:** MGA section 49(1) The council may make policies (c) setting and amendment the fees paid for (iii) permits, application and approvals required to be obtained from the municipality [...].

**RECOMMENDATION:** That Council approve the new Affordable Housing Fee Forgiveness Policy.

**BACKGROUND:** This policy implements one of the five initiatives proposed as part of the Housing Accelerator Fund intended to incentivize more housing, which is to waive fees for affordable housing. The Town was awarded over \$2.2 million over four years to implement the five-initiative housing action plan. This policy waives the following permit fees and charges for affordable housing:

Development & Building Permit Fees:	\$50 + \$0.12 per square foot
Water/sewer Connection (One):	\$750
Storm Sewer Connection:	\$250
Connection to mains:	Up to \$5,000

New water and sanitary connections from existing street mains to the property line are charged actual costs, plus 30% overhead on labor and equipment. Typical costs for these connections are \$3,500 - \$5,000, but can be significantly more depending on the size of service required and location of the service mains in the street.

The draft policy defines affordable housing and sets out the conditions for fee waivers as follows: Affordable Housing is defined as residential development that is awarded senior Government capital funding for affordable housing.

- At least 25% of units must be Affordable Housing to qualify.
- In mixed-use buildings, only residential-related fees can be waived, calculated proportionally.
- Only developments approved after the policy's enactment are eligible.
- The CAO may exempt developments receiving other Town financial support.
- Developments must comply with all Town Bylaws.





**AMHERST TOWN COUNCIL**

**RFD# 2025088**

**Date: June 23, 2025**

The fees waived will be tracked.

**DISCUSSION:** In order to receive all awarded funds from the Housing Accelerator Fund, the Town must implement five initiatives to accelerate housing in Amherst, one of which is to waive fees for affordable housing developments. Three of the initiative are incorporated into the new planning documents and the fifth initiative, a new E-permitting system, is currently in the procurement process.

This proposed policy will be reviewed at the six and twelve month marks from the date of adoption.

**FINANCIAL IMPLICATIONS:** As noted above, this policy is necessary in order to receive the full \$2.2 million in federal funding awarded to the Town for housing. Over the next four years the waived fees and charges will be paid from the Housing Accelerator funds. At or before the four-year term the policy will be reviewed. Staff anticipate that the financial implications of the waived fees will not be significant enough to warrant discontinuing the policy.

**SOCIAL JUSTICE IMPLICATIONS:** This policy supports affordable housing.

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

**COMMUNITY ENGAGEMENT:** Promotion of the policy if adopted.

**ALTERNATIVES:** Do not adopt the policy, or direct staff to make changes.

**ATTACHMENTS:** Draft Affordable Fee Forgiveness Policy, and the User Fee Policy

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**TITLE:** Affordable Housing Fee Forgiveness Policy  
**SECTION:** Planning & Development  
**POLICY NO:** 66000-06

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

**PURPOSE:**

To establish a policy in support of the construction of affordable housing by waiving municipal fees and charges related to the development.

**DEFINITION:**

**Affordable Housing** means a residential development that is awarded funding by a provincial and/or federal government capital funding program for affordable housing.

**POLICY STATEMENT:**

In support of the construction of affordable housing in Amherst, municipal fees and charges related to the construction of said housing may be waived in whole or in part, subject to the following terms and conditions:

1. At minimum, 25% of the dwelling units within the residential building shall be Affordable Housing.
2. In the case of a mixed-use development containing residential and non-residential uses, only those fees attributable to the residential uses may be waived. Water, sanitary sewer and storm sewer connections shall be calculated based on the percentage of the building used for residential purposes.
3. This policy applies only to those developments approved after the date this policy is approved.
4. Where other financial supports from the Town have been negotiated, the Chief Administrative Officer, at their sole discretion, may determine that this policy does not apply to an Affordable Housing development.
5. The development shall be in compliance with all Town of Amherst Bylaws.
6. The following fees and charges defined under the User Fee Policy (Policy 0470-03) may be waived:
  - a. Development and Building Permits for residential buildings.
  - b. One Sanitary Sewer Connection and One Storm Sewer Connection fee under the D-3 Wastewater Discharge Bylaw.
  - c. New water and sanitary sewer connections from existing street mains to the property line up to a maximum of \$5,000.

**TITLE:** Affordable Housing Fee Forgiveness Policy  
**SECTION:** Planning & Development  
**POLICY NO:** 66000-06

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Direction, Planning & Economic Development	Administers the Policy

For Administrative Use Only:

## VERSION LOG

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

Minutes reference date:

**TITLE:** User Fee Policy  
**SECTION:** FINANCIAL MANAGEMENT  
**POLICY NO.:** 03470-03

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**APPROVAL DATE:** April 28, 2025

**CAO Signature:** 

**PURPOSE:**

To establish a schedule of user fees for Council to review for appropriateness and to revise if necessary, during the annual budgeting process.

**POLICY STATEMENT:**

It is appropriate for Council to charge fees, as authorized under the *Municipal Government Act*, in the Town's Bylaws, Policies and Procedures in order to defray its administrative costs. In order to allow for a systematic and thorough evaluation of those fees, a comprehensive schedule of User Fees with applicable tax status has been established. The responsibility for the accuracy of the Schedule shall rest with the department to which a fee applies. Any additions/deletions to the Schedule will be updated by the Executive Office. Those fees legislated under Provincial and/or Federal Acts and Authorities will also be shown on the schedules for completeness, but will not be subject to change by Council.

**OBJECTIVES:**

To make the administration of the cost recovery portion of the Town's Bylaws, Policies and Procedures more efficient and to determine the impact on each year's projected revenues during the budget process. By combining all of the fees in one document, the review will be more visible and complete.

**TITLE:** User Fee Policy  
**SECTION:** FINANCIAL MANAGEMENT  
**POLICY NO.:** 03470-03

<b>Corporate Services</b>		
<b>SERVICE/PRODUCT/ADMINISTRATIVE</b>	<b>FEE</b>	<b>HST STATUS</b>
Photocopies	.25/copy	Plus HST
Tax Certificates	\$50.00	HST Exempt
NSF Cheques	\$20.00	HST Exempt

<b>By-Law Fees Collected by Corporate Services</b>		
<b>C-4 Dog-By-Law, Schedule A</b>		
Dog License spayed/neutered	\$15/yr	HST Exempt
Dog License un-spayed/un-neutered	\$30/yr	HST Exempt
Lost Tag Replacement	\$15	HST Exempt
Dog-1 <sup>st</sup> Impoundment	\$75	Plus HST
Licensed Dog-2 <sup>nd</sup> Impoundment	\$150	Plus HST
Licensed Dog-3 <sup>rd</sup> & Subsequent Impoundments	\$150	Plus HST
Unlicensed Dog-Impoundments	\$150	Plus HST
Maintenance fee – Impoundment period	\$25/per day	Plus HST
<b>C-11 False Alarms - After 2<sup>nd</sup> Notice</b>	<b>\$50/alarm</b>	<b>HST Exempt</b>

<b>Operational Services</b>		
It is not the intention of the policy to rent Town of Amherst equipment to the general public; these rates and the availability of this equipment are contemplated for use by commercial concerns only.		
<b>Equipment Charge out Rates</b>	<b>Rate per Hour</b>	<b>HST Status</b>
Backhoe	\$93.00*	Plus HST
Loader	\$97.25	Plus HST
1-ton trucks/Service trucks	\$44.23*	Plus HST
3-5 ton trucks	\$66.00*	Plus HST
Street Sweeper	\$115.00*	Plus HST
Trackless	\$70.00*	Plus HST
Sewer Camera	\$100.00*	Plus HST
Line Locator	\$50.00*	Plus HST
Hole Hog	\$45.00*	Plus HST
Vermeer Brush Chipper	\$60.00*	Plus HST
Steamer	\$30.00*	Plus HST
Trash Pump	\$15.00	Plus HST
Diaphragm Pump	\$15.00	Plus HST
Line Painter	\$115.00/hour	Plus HST
Overhead charges extra – see procedure		

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\* Price includes one operator and fuel during normal working hours;  
 overtime labour rates are extra.

<b>Operational Services By-Laws</b>		
<b>D-3 Wastewater Discharge By-Law</b>		
One Connection	\$750.00	HST Exempt
Storm Sewer Connection (if done at the same time as sewer connection)	\$250.00	HST Exempt
<b>D-19 Sanitary Sewer Rates By-Law</b>		
Residential Metered Customers	\$.99 m <sup>3</sup>	HST Exempt
Commercial/Industrial/Institutional metered customers	\$.49 m <sup>3</sup>	HST Exempt
<b>Annual Base Charges – Meter Size</b>		
5/8"	\$82.80	HST Exempt
3/4"	\$124.20	HST Exempt
1"	\$201.25	HST Exempt
1.5"	\$395.60	HST Exempt
2"	\$626.75	HST Exempt
3"	\$1,247.75	HST Exempt
4"	\$2,300.00	HST Exempt
Annual Non-metered Mobile Home Park Owner	\$189.23 /dwelling unit/year	HST Exempt
Uniform Charge for Wastewater Treatment Facility for unmetered mobile homes billed on the property Tax Bill	\$82.80/yr	HST Exempt

<b>Solid Waste Rates</b>		
Solid Waste Collection billed on Tax Bill	\$278.00/yr	HST Exempt
Replacement Green Bin (Composter)	\$95.00	Plus HST
Replacement White Kitchen Compost (Bucket)	\$5.00	Plus HST

<b>Services/Products – Operational Services</b>		
Electric Vehicle Charging Station User Fee	\$1.50/hr	HST Included
Street Breaking Permit (Policy 31600-08)	\$500.00	Plus HST
Commercial Sewer Service (Policy 31600-14)	Cost of Service	Plus HST

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Estimated by Engineer and final adjustment when work is done		
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<b>Planning and Development Department</b>		
Zoning Confirmation Letter	\$50.00	HST Exempt
Copy of Land Use Bylaw or Municipal Planning Strategy	\$20.00	HST Exempt
Copy of Zoning Map (11 x 17)	\$5.00	HST Exempt
Copy of Zoning Map (50 cm x 60 cm)	\$10.00	HST Exempt
Application to Amend the Land Use Bylaw	\$200.00	HST Exempt
Application for a Development Agreement	\$200.00	HST Exempt
Application to Amend the Municipal Planning Strategy	\$300.00	HST Exempt
Application for a Variance or Site Plan	\$75.00	HST Exempt
Creation of Mapping Document	\$60.00/hr(including 10 lineal metres of maps)	Plus HST
Print Existing Map – less than 50 cm x 50 cm	\$25.00	Plus HST
Print Existing Map – more than 50 cm x 50 cm	\$50.00	Plus HST

<b>Building Permits</b>		
New residential buildings, community centres, churches	\$50.00 + \$0.12 per square foot	HST Exempt
New Commercial, Industrial or other building not listed	\$50.00 + \$0.17 per square foot	HST Exempt
All alterations or repairs	\$50.00 + 0.25% of value	HST Exempt
Decks, accessory buildings and farm buildings	\$50.00 + \$0.04 per square foot	HST Exempt
Demolition	\$20.00	HST Exempt
Permit Renewals	\$50.00	HST Exempt
Development Permit	\$50.00	HST Exempt

<b>Police Department</b>		
Commissioner of Oaths Signing	\$15.98	HST Exempt
Criminal Record Check/Vulnerable Sector for Amherst citizens to participate as volunteers for community organizations.	Waived	N/A

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Criminal Record Check	\$30.00	Plus HST
Criminal Record Check for Amherst citizens to participate as volunteers for community organizations	Waived	N/A
Serial # Verification (homemade trailers)	\$25.00	Plus HST
Fingerprints (for non-criminal reasons)	\$50.00	Plus HST
Accident Reports	\$25.00	Plus HST
Community Room Rental	\$125.00/day \$75.00/half day	Plus HST
<b>C-9 Taxi By-Law, Schedule E</b>		
Taxi Cab License	\$25/yr	HST Exempt
Taxi License Transfer	\$10	HST Exempt
Taxi Driver License	\$20/yr	HST Exempt
Taxi Driver License Replacement	\$10	HST Exempt
Taxi License Photo	\$10.00	Plus HST

<b>Fire Department</b>		
Firefighter	\$20.00/hour	HST Exempt
Apparatus	\$200.00/in use; \$100.00/standby	HST Exempt
Standby Jaws of Life Alarm	\$350.00	HST Exempt
Meters	\$50.00/hr	HST Exempt
Saws	\$50.00/hr	HST Exempt
Lighting System	\$25.00/hr	HST Exempt
Generator	\$25.00/hr	HST Exempt
Foam – All Types	\$185.00/jug	HST Exempt
Specialized Suits – Hazmat	Replacement cost	HST Exempt
PPE (bunker gear)	Replacement cost	HST Exempt
Fire Extinguisher Training	\$300.00 up to 15 people	Plus HST
Fire Inspections	\$75.00/hr	Plus HST
Inspection Confirmation Letter	\$50.00	HST Exempt

**TITLE:** User Fee Policy  
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**Recreation**

**Ice Time/Stadium**

The rates below are per hour plus HST.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Holidays
<b>Early Time</b> 6:30-8:30am	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$128.00
<b>Fair Time</b> 8:30-5:00pm	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	-	-	\$128.00
<b>Prime Time</b> 5:00-12:00am	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00
<b>Youth Time</b> Monday-Sunday	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00

**Youth Time Rates Include:**

- Groups affiliated with Amherst Skating Club; or
- Groups affiliated with another skating club; or
- Groups affiliated with Skate Nova Scotia and/or Skate Canada who are **18 years old and younger.**
  
- Groups affiliated with Cumberland County Minor Hockey; or
- Groups affiliated with another minor hockey association; or
- Groups affiliated with Hockey Nova Scotia or Hockey Canada who are **18 years old and younger.**
  
- Groups affiliated with Ringette Nova Scotia; or
- Groups affiliated with Ringette Canada who are **18 years old and younger.**
  
- Community groups who don't reside in the Town of Amherst and are **18 years old and younger.**

<b>Photocopies/Stadium (Policy 72000-06)</b>		
8 ½ X 11 (Town Paper)	\$0.10/copy	Plus HST
8 ½ X 14 (Town Paper)	\$0.15/copy	Plus HST
11 X 17 (Town Paper)	\$0.25/copy	Plus HST
8 ½ X 11 (own paper)	\$0.05/copy	Plus HST
8 ½ X 14 (own paper)	\$0.05/copy	Plus HST
11 X 17 (own paper)	\$0.10/copy	Plus HST

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<b>Ballfield User Policy (Policy 72300-01)</b>		
Lights	\$18/diamond/game	Plus HST
Tournament Fee	\$100/day	Plus HST
Tournament Lights	\$30/day	Plus HST

<b>Stadium Advertising Rates plus artwork, design and production*</b>		
Ice logos	\$400.00	Plus HST
Dasherboard	\$400.00	Plus HST
Wall Signage (4X6)	\$400.00	Plus HST
Ice Making Machine	\$2,500.00	Plus HST
Red and Blue Line – per line (not per side)	\$100.00	Plus HST
Stairs Kick Plates	3 for \$150.00	Plus HST
Score clock Small	\$600.00	Plus HST
Score clock Large	\$850.00	Plus HST

\*In addition to the advertising rate, the customer will be responsible and invoiced for all cost(s) associated with the creation of artwork, design, production & installation if applicable. Actual quote will be provided at the time the service is requested.

<b>Off Season Stadium Rentals</b>		
Rink Floor Only	\$50.00 per hr or \$630.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Entire Facility including meeting rooms, team rooms	\$70.00per hr or \$790.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Extra Employees	\$25.00 per person per hour	Plus HST
2 <sup>nd</sup> Floor meeting room and lounge	\$50.00 per hour or \$150.00 per day	Plus HST

\*Includes one employee during that time

**TITLE:** User Fee Policy  
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<b>Community Credit Union Business Innovation Centre</b>			
<b>Rental Fee</b>	<b>Daily</b>	<b>1/2 Day</b>	<b>Hourly</b>
Conference Room	\$400.00	\$250.00	\$80.00
Conference Room – Community	\$240.00	\$150.00	\$48.00
Boardroom	\$125.00	\$80.00	\$25.00
Boardroom – Community	\$75.00	\$48.00	\$15.00
Hub	\$75	\$50	
Hub – Community	\$45	\$30	
Evening & Weekend Surcharge			\$20.00
Evening & Weekend Surcharge – Community			\$12.00
Sound & Lighting Technician			\$30.00
Sound & Lighting Technician – Community			\$18.00

\*HST shall be applied and be in addition to all rates noted for the Community Credit Union Business Innovation Centre

<b>Municipal Government Act Fees – FOI-POP Section 466, MGA</b>
The fees charged for access to information under Part XX of the MGA (Freedom of Information and Protection of Privacy) shall be in accordance with the Freedom of Information and Protection of Privacy Regulations of Nova Scotia, as amended from time to time.

Note: "All rates and charges with respect to the Amherst Water Utility will be in accordance with the schedule of rates for water and water services as approved by the Utility and Review Board of Nova Scotia from time to time and as reflected in the Order of the Board."

**TITLE:** User Fee Policy  
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**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
Director of Finance	User Fee Policy is reviewed with departments annually as part of the operating budget process to determine if any updates / changes are required.

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
Add Fee for Electric Vehicle Charging Station \$1.50/hr HST included.	Director of Finance - Wilson	Council	January 23, 2023
Increase Solid Waste Collection Uniform Charge from \$185 to \$268 per year.	Director of Finance – Wilson	Council	April 24, 2023
Increase the fees for Dog impoundments to reflect amendments made to the Companion Animal Bylaw	Director of Finance – Wilson	Council	January 22, 2024
Increase the Solid Waste Collection Uniform Charge from \$268/yr to \$278/yr, and remove the section for Beer/Liquor Concession Robb Centennial Park (Policy 72300-05)	Director of Finance - Wilson	Council	April 22, 2024
Increase Sewer Base Charges, Sewer Flat Charge and Wastewater Treatment Facility Uniform Charge.	Director of Finance – Wilson	Council	April 28, 2025

Minutes Reference Dates:

- |                 |                 |                   |
|-----------------|-----------------|-------------------|
| 30 April 2007   | 29 October 2007 | 18 April 2008     |
| 28 May 2009     | 26 April 2010   | 24 May 2011       |
| 23 May 2012     | 01 May 2013     | 30 April 2014     |
| 12 June 2015    | 25 May 2016     | 03 October 2016   |
| 23 January 2017 | 23 May 2018     | 15 May 2019       |
| 25 May 2020     | 22 June 2020    | 27 September 2021 |
| 08 June 2022    | 22 April 2024   | 28 April 2025     |

# **Federation of Canadian Municipalities (FCM) Conference Report**

**June 15, 2025**

**To: Members of Council**

**Fr: Mayor Rob Small**

**This is a report on my attendance at this year's Federation of Canadian Municipalities conference.**

**This year the conference was held in our Nation's Capital of Ottawa Ontario from May 29-June 1. The conference was held at the Rogers Center with over 2500 delegates attending from all over Canada. Nova Scotia had a large contingent of attendees and I had the opportunity to connect with many of them, along with many others from across Canada.**

**In previous years, the conference was a considerably more formal event in terms of dresswear, however it is now a much more casual event with only one event where attendees were in formal dress.**

**The conference offers a multitude of events to attend with many operating concurrently, giving members of council a choice in terms of what they would like to hear about. Discussion Panels were very interesting, as you got to hear how different parts of the country (whether it is a city or small town) are dealing with issues that are important to all of us. Issues like transportation, infrastructure, social issues and social media and how to deal with each.**

**This conference is not only for members of council to attend. There were Chief Administrative Officers, Department Directors, and those leading specific initiatives within municipalities who attended.**

**Another part of the conference is attending the Trade Show. This is an opportunity to see new technologies and techniques being used or developed to help municipalities improve their services or the products used. The leadership team for the Town of Amherst had provided me with a list of companies that were presenting at the Conference Trade Show.**

**These are the companies:**

- **Big Star Lights Canada**
- **Custom Ice**
- **Henderson Recreation equipment**
- **LeBlanc Illuminations**
- **Safe Sidewalks Canada**
- **DCG philanthropic**
- **Destination Canada**
- **Canoe Procurement Group of Canada**
- **Canada Lands**

**I met with each one of them and following the conference, most if not all have sent me information associated with their business, which I have in turn provided to our leadership team.**

**It was also nice to see one of our own industries from Amherst attending the trade show. This was LED Roadway Lighting who were on hand to demonstrate some of the significant advancements in LED lighting that they have developed, along with additional capabilities that provide municipalities with Speed Radar Detection, Traffic Count data, Camera coverage, etc.**

**I think the most interesting part of the conference is attending the Study Tours offered. I attended a Study Tour at the National Research Center where there is technology being developed around the use of Artificial Intelligence (AI) in automobiles that need to be able to operate in Canada's 4 season climate. In addition, considerable research is going on associated with the agricultural industry and the use of AI.**

**My goal when attending the FCM conference, is to learn what other municipalities are doing that may help our community, bring back information to our staff that may benefit our town and identify funding opportunities that align with the Town's strategic plan.**

**Next year's conference is going to be held in Edmonton Alberta.**

# **Internal Committee Report**

## **Accessibility, Inclusion, Diversity and Equity Committee**

**June 2025**

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The inaugural meeting of the new Accessibility, Inclusion, Diversity and Equity (AIDE) Committee was held on Wednesday, May 28, 2025 at 4:30 p.m. in Town Hall Council Chambers.

Councillor Wells was elected Chair of the Committee, with Deputy Mayor Davidson being elected Vice Chair.

The Community Well-Being Manager reviewed the new AIDE Strategic Plan with members who provided input.

The Committee reviewed the Town of Amherst Territorial Acknowledgement Policy and passed a motion recommending that the words indigenous blacks be replaced with people of African descent.

The Committee also reviewed a request to name the green space next to Town Hall and passed a motion recommending Council direct staff to consult with the local indigenous communities to investigate an appropriate word or phrase in Mi'kma'ki for Healing Place.

Members were advised that the Canadian National Institute for the Blind is looking for volunteers.

The next meeting was scheduled for Wednesday, September 17, 2025 at 4:30 p.m.

# **Internal Committee Report**

## **Amherst Board of Police Commissioners**

**June 2025**

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The Amherst Board of Police Commissioners met on Tuesday, June 17, 2025 at 3:00 p.m. in Town Hall Council Chambers.

The Chief provided a verbal update on the Auxiliary Policing program, and reviewed the Chief's report included as part of the agenda package.

The next meeting is scheduled for Tuesday, September 9, 2025 at 3:00 p.m. in Town Hall Council Chambers.

The Amherst Board of Police Commissioners agreed that the public, inclusive of members of Council, require reminders that if you witness a crime being committed or believe something should be reported, to please call police at 902-667-8600 or 911 if it is an emergency

# **Internal Committee Report**

## **Audit Committee**

**June 2025**

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The Audit Committee is scheduled to meet tomorrow, Tuesday, June 24, 2025 in Town Hall Council Chambers.

Items on the agenda include the Audit Plan Communication Letter presented by Cindy Costin-Fury on behalf of Mclsaac Darragh Inc., and a review of the Fourth Quarter Report by the Director of Finance.

# **Internal Committee Report**

## **Planning Advisory Committee**

**June 2025**

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The Planning Advisory Committee met on Monday, June 2, 2025 at 4:30 p.m. in Town Hall Council Chambers.

The Committee passed a motion that the building and accessory building located at 27 Westminster Avenue be demolished by October 1, 2025. The Committee also passed a motion that the accessory building located at 16 Rupert Street be demolished by September 1, 2025.

The Dangerous and Unsightly Premises Administer provided a verbal update on 77 Station Street, noting the contents of the building have been removed, with a date for demolition of the building yet to be determined.