



Town of Amherst  
Regular Council Meeting  
Agenda

Date: **Monday, March 23, 2026**  
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 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."</p>	
<b>3. APPROVAL OF AGENDA / ACCEPTANCE OF MINUTES</b>	
<b>3.1 Approval of Agenda</b>	
<b>3.2 Acceptance of Minutes</b>	
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6.1	Cumberland YMCA - Wells	164 - 164
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6.3	L. A. Animal Shelter - Davidson - To be distributed	
7.	ADJOURNMENT	

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** February 24, 2026  
**Time:** 6:00 pm  
**Location:** Council Chambers, Town Hall

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

**Staff Present** Jason MacDonald, Chief Administrative Officer  
Sean Payne, Marketing & Communications Officer  
Natalie LeBlanc, Municipal Clerk  
Cindy Brown, Administrative Assistant

- 
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 Agenda**  
Moved By Councillor Wells  
Seconded By Deputy Mayor Chambers  
To approve the agenda as circulated. **Motion Carried**
    - 3.2 **Acceptance of Minutes**
      - 3.2.1 **February 2, 2026**  
Mayor Small called for any errors or omissions in the minutes. There being none, the minutes of the February 2, 2026, regular Council meeting were accepted as included in the agenda package.
      - 3.2.2 **February 9, 2026**  
Mayor Small called for any errors or omissions in the minutes. There being none, the minutes of the February 9, 2026, special Council meeting were accepted as included in the agenda package.
  4. **REQUESTS FOR DECISION**
    - 4.1 **Commercial Development Support Program By-law First Reading**  
Moved By Deputy Mayor Chambers  
Seconded By Councillor McManaman  
That Council give First Reading of the By-law to Amend the Commercial Development Support Program By-law P-9. **Motion Carried**

**BY-LAW TO AMEND THE COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW P-9**

The Commercial Development Support Program By-law P-9 is hereby amended as follows:

In the first paragraph, change 10 years to 5 years and add the wording "from May 1, 2026, forward"

**SHORT TITLE**

Fix spelling errors to change aslo to "also" and know to "known"

**APPLICATION**

Add the words "Mixed Use, Business Park, and"

**REBATE CALCULATION**

Remove the current table and add the following table

Year	Rebate (as % of the rebate eligible assessment)	Maximum Annual Rebate Amount Paid
1	90	\$100,000

2	70	\$100,000
3	50	\$100,000
4	20	\$100,000
5	10	\$100,000

**REBATE LIMITS**

Add the words “The maximum annual rebate paid will be \$100,000. Any assessment increase that calculates a rebate amount over \$100,000 will be capped at \$100,000 annually.”

**PAYMENT**

Section 26 - Remove the word “disposition” and replace it with ‘decision’

**SCHEDULE A OF THE BY-LAW**

Replace the Land Use By-law Zoning Map in its entirety

**SCHEDULE B - THE AGREEMENT - DEFINITIONS**

Section 2.5 - Change 10 years to 5 years and add the words “for agreements from May 1, 2026, forward.”

**ASSESSMENT REBATE FUNDING CALCULATION**

Section 4.2 - Add the words “The maximum annual rebate will be \$100,000. Any assessment increase that calculates a rebate amount over \$100,000 will be capped at \$100,000 annually.”

Section 4.6 - Change ten to “five”

**FUNDING PAYMENT**

Section 5.1 Change ten (10) to “five (5)” and add the words “(for agreements from May 1, 2026, forward)”

**CONDITIONS OF PAYMENT**

Section 6.2 change “A” to “An”

**ADDITIONAL PROVISIONS**

Section 12.1(c) change 10 to 5 and add the words “for agreements from May 1, 2026, on”

**REGISTRATION**

Section 12.4 - Remove this section in its entirety and renumber the remaining parts in this section.

**SCHEDULE B – EXAMPLE OF ASSESMENT REBATE CALCULATION**

Remove this section in its entirety and replace it with the following

**SCHEDULE B  
EXAMPLE OF ASSESSMENT REBATE CALCULATION**

**A. Pre-Development Base Year Taxable Assessed Value:**

(1)

Base Year	Base Year Taxable Assessed Value
2026	\$150,000

**B. Post-Development Actual Taxable Assessment Value:**

(2) (3)

Years	Rebate Year	Actual Taxable Assessed Value	Current Commercial Municipal General Tax Rate (excluding any area rates)
1	2027	\$350,000 *	4.059
2	2028	350,000	4.059
3	2029	350,000	4.059
4	2030	350,000	4.059
5	2031	350,000	4.059

\*The PVSC assessment in the year following the completion of the development. This amount will NOT change for purposes of the rebate calculation.

**C. Assessment Rebates:**

(4) (5)=(2-1) (6) = (5 x 3) (7) = (6 x 4) (8) = (7/6)

Years	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable	Maximum Annual Rebate Amount \$100,000
1	90	\$200,000	\$8,118	\$7,306	90.0%	
2	70	200,000	8,118	5,683	80.0%	
3	50	200,000	8,118	4,059	70.0%	
4	20	200,000	8,118	1,624	57.5%	
5	10	200,000	8,118	812	48.0%	
Totals (9) & (10):			\$40,590	\$19,483		
Re-calculate:			50%			
Total Allowable Rebate:			\$20,295	\$19,483		

- If the program ends at any point before the cumulative payout falls below 50%, the rebate needs to be adjusted down accordingly.
- The cumulative payable must be below 50% by the end of the phase-in period.
- The maximum annual rebate amount is \$100,000. Any assessment increase that calculates a rebate amount over \$100,000 will be capped at \$100,000 annually.

**SCHEDULE C OF THE AGREEMENT**

Remove the second "S" to correctly read "CDS Bylaw – Town of Amherst"

**SCHEDULE E OF THE AGREEMENT - ASSESSMENT REBATE CALCULATION**

Remove this section in its entirety and replace it with the following

**SCHEDULE E**  
**ASSESSMENT REBATE CALCULATION**

Address:

Property Identification No:

**A. Pre-Development Base Year Taxable Assessed Value:**

(1)

Base Year	Base Year Taxable Assessed Value
	\$

**B. Post-Development Actual Taxable Assessment Value:**

(2) (3)

Years	Rebate Year	Actual Taxable Assessed Value*	Current Commercial Municipal General Tax Rate (excluding any area rates)
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	

\*The PVSC assessment in the year following the completion of the development. This amount will not change for purposes of the rebate calculation.

**C. Assessment Rebates:**

(4) (5)=(2-1)(6) = (5 x 3) (7) = (6 x 4) (8)

Years	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable	Maximum Annual Rebate Amount \$100,000
1	90	\$	\$	\$		
2	70	\$	\$	\$		
3	50	\$	\$	\$		
4	20	\$	\$	\$		
5	10	\$	\$	\$		
		Totals (9) & (10):	\$	\$		
		Re-calculate:	50%	\$		
		Total Allowable Rebate:	\$	\$		

- If the program ends at any point before the cumulative payout falls below 50%, the rebate needs to be adjusted down accordingly.
- The cumulative payable must be below 50% by the end of the phase-in period.
- The maximum annual rebate amount is \$100,000. Any assessment increase that calculates a rebate amount over \$100,000 will be capped at \$100,000 annually.

**4.2 Volunteer Code of Conduct Policy**

**Moved By Councillor Furlong**

**Seconded By Deputy Mayor Chambers**

**That Council approve the new Code of Conduct for Municipal Volunteers Policy**

**#10350-02.**

**Motion Carried**

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**TITLE: CODE OF CONDUCT FOR MUNICIPAL VOLUNTEERS**  
**SECTION: EXECUTIVE OFFICE**  
**POLICY NO: 10350-02**

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**APPROVAL DATE:** February 24, 2026      **CAO Signature:** \_\_\_\_\_

**1. PURPOSE**

The purpose of this policy is to establish clear expectations for the conduct of volunteers serving the Municipality. Volunteers play an essential role in delivering programs, services, and events, and are expected to uphold the highest standards of integrity, professionalism, and respect in representing the Municipality.

**2. SCOPE**

This policy applies to all individuals who volunteer their time, skills, and services to the Municipality, whether on a regular, seasonal, or one-time basis, including members of advisory committees, boards, community events, and recreational programs.

Volunteer members of the Amherst Fire Department and Amherst Police Department are covered under their own specific policies or standing orders.

**3. Principles**

Volunteers are expected to:

- Act in the best interests of the Municipality and its residents.
- Conduct themselves in a professional, respectful, and inclusive manner.
- Comply with all applicable laws, municipal policies, and safety regulations.
- Refrain from any conflicts of interest or actions that could harm the Municipality's reputation.
- Maintain a high standard of integrity

**4. Standards of Conduct**

Volunteers must:

- a) Respect and Inclusivity
  - Treat all persons with courtesy, dignity, and fairness, regardless of race, gender, age, disability, sexual orientation, religion, or other protected characteristics.
  - Refrain from any form of harassment, discrimination, or bullying.
- b) Integrity and Accountability
  - Perform volunteer duties honestly, ethically, and to the best of their ability.
  - Follow through on commitments and notify the appropriate supervisor if unable to attend or complete assigned tasks.
  - Shall not use their volunteer position for personal gain.
- c) Confidentiality
  - Protect confidential and sensitive information obtained through volunteer activities.
  - Refrain from disclosing personal or municipal information without proper authorization.
- d) Safety and Conduct in the Workplace
  - Comply with all municipal health and safety rules.
  - Report hazards, unsafe conditions, or incidents immediately.
  - Refrain from the use of alcohol, cannabis, or impairing substances while performing volunteer duties.
- e) Use of Municipal Resources
  - Use municipal property, equipment, and materials only for authorized purposes.
  - Return any borrowed items promptly and in good condition.

**5. Conflict of Interest**

Volunteers must:

- Disclose any personal, financial, or professional interest that may conflict with their volunteer role.
- Refrain from participating in decisions or activities where such conflicts exist or could be perceived.

**6. Social Media and Public Representation**

- Volunteers shall not speak on behalf of the Municipality unless specifically authorized in advance by the Mayor, CAO or designate.
- When expressing personal opinions publicly, volunteers must make it clear they do not represent the Municipality's official position.
- Avoid posting or sharing content that could damage the Municipality's reputation.

**7. Non-Compliance**

Failure to comply with this Code of Conduct may result in:

- Verbal or written warnings.
- Reassignment of duties.
- Dismissal from the volunteer position by the CAO. In the event the volunteer(s) had been formally appointed by Council, the CAO shall recommend dismissal to Council who shall make the final decision through a motion of direction.

**8. Acknowledgment**

All volunteers must review and sign the **Volunteer Code of Conduct Acknowledgment Form** before commencing their duties, confirming that they have read, understood, and agree to abide by the policy.

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
CAO	Administer policy
Directors/Supervisors	Report any potential breaches of policy to the CAO

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
New Policy	Deputy CAO	Council	February 24, 2026

Minutes reference date: February 24, 2026



I, \_\_\_\_\_ declare that as a volunteer for the Town of Amherst, I acknowledge that I have read and support the Volunteer Code of Conduct Policy.

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

Dated this \_\_\_ day of \_\_\_\_\_, 202\_.

**4.3 Appointment of Members of Council to External Boards, Committees and Commissions Policy  
Moved By Councillor Davidson  
Seconded By Councillor Wells  
That Council approve the amendments to the Appointment of Members of Council to External Boards, Committees and Commissions Policy #10350-28.**

**Motion Carried**

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

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**APPROVAL DATE:** February 24, 2025      **CAO Signature:** \_\_\_\_\_

**Short Title**

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

**Purposes**

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

**Interpretation**

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

**Roles and Responsibilities**

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

6. The Clerk shall keep a list of the appointments of Members to external bodies made by Council, known as Appendix A.

**External Bodies**

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

**Council Appointments to External Bodies**

8. (1) Council may appoint Members to external bodies as required by enactment, by-law or agreement:
- (a) in accordance with any enactment of the Government of Canada or Province of Nova Scotia;
  - (b) in accordance with the By-laws of the Municipality or an agreement to which the Municipality is a party; or
  - (c) as otherwise directed by Council.
- (2) Council may appoint Members to bodies, including external bodies, which in the opinion of Council are community organizations providing a service to the community and which:
- a. the Municipality is providing funding; and/or
  - b. where Council determines that municipal involvement is required or beneficial.
- (3) An external body Council considers meets the purpose of subsection 1 or 2 of this section shall be named in Appendix A. Council may amend Appendix A to add or remove the name of an external body.
- (4) Reporting  
Councillors appointed to external bodies will submit a report to regular Council meetings. Information that generally should be included in the report includes:
- a. Governance issues;
  - b. Financial issues;
  - c. Requests to Council; and
  - d. Service delivery capacity.

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

**External Bodies Without Council Appointment**

9. (1) A Member who sits on a body that has not been appointed to such body by Council shall advise the Clerk of the name of the body on which he or she sits.
- (2) The Clerk shall retain a list of the names of the bodies provided by the Members pursuant to subsection 1 of this section and the list shall indicate the name of the Member and the name of the body provided.
- (3) The Clerk shall retain the list created pursuant to subsection 2 of this section in the Office of the Municipal Clerk as a public record.
- (4) The Clerk shall provide the list annually to the Members for their review and the Members shall advise the Clerk of any errors or omissions on such list.

**Conflict of Interest**

10. (1) All members of Council are encouraged to consider the Municipal Conflict of Interest Act in all matters that come before them in their duties as a public representative on any group in which they serve in a capacity other than formally appointed by Council.
- (2) If you feel you are in a position where you may be in a direct, indirect or even perceived conflict you should:
- As soon as practicable after the commencement of the meeting disclose the interest and the general nature thereof; then withdraw from his/her place as a member and
  - In the case of a closed meeting, leave the room in which meeting is held for the duration of the consideration of the matter, and
  - In the case of a meeting that is open to the public, leave his/her seat and take a seat in the public gallery until the matter is concluded.
- (3) When in doubt, Councillors are encouraged to err on the side of caution and declare a conflict.

**Appendices**

11. Any Appendix attached to this Policy shall form part of the Policy.
- Appendix A – External Bodies to which Members are appointed pursuant to section 8

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

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

Senior Safety Advisory Committee	1 Member appointed	By Request of Organization
GFL Community Liaison Committee	1 Member appointed	Residential Three Stream Solid Waste Collection Agreement

**ROLES AND RESPONSIBILITIES**

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

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
Amend Appendix A to reflect current Council appointments	Clerk	Council	February 24, 2025
Include a provision that states: The report should include any matters that affect the organization’s governance, financial structure, or service delivery capacity, remove Appendix B and C.	Clerk	Council	June 24, 2024
Remove Senior Safety Advisory Committee from Appendix A and change LA Animal Shelter Board purpose of appointment from Capital Funding to MOU	Clerk	Council	

Minutes reference date: February 26, 2018      February 22, 2021      April 25, 2022      June 24, 2024  
February 24, 2025

**4.4 Membership on National Boards and Committees Policy and Membership in Clubs, Societies and Associations Policy**

**Moved By Councillor McManaman  
Seconded By Councillor Davidson**

**That Council repeal the Membership on National Boards and Committees Policy #10350-17 and repeal the Membership in Clubs, Societies and Associations Policy #10350-18.**

**Motion Carried**

TOWN OF AMHERST POLICY

NUMBER 10350-17  
PAGE 7 of 1

**DEPARTMENT:** COUNCIL AND ALL TOWN DEPARTMENTS

**TITLE:** MEMBERSHIP ON NATIONAL BOARDS AND COMMITTEES

Minutes reference date: 24 January 2005

**PURPOSE:**

To set out policy and guidelines for members of Council and staff who may wish to become members on national boards or committees. While Council recognizes the benefits to be obtained by the Town from national exposure, certain policy limits need to be set.

**POLICY STATEMENT:**

1. (a) All members of Council who wish to become members on any national committees must have permission of Council prior to accepting such appointment or office.
- (b) Fifty percent (50%) of the cost of travel (including meals and accommodations) must be covered by the relevant provincial or national organization or the individual.

2. (a) All members of administration must obtain the permission of the Town Manager prior to accepting any appointment or position.
- (b) Fifty percent (50%) of the costs must be covered by the provincial or national association.
- (c) Time off for meetings or duties at this level must not exceed ten working days per year and normal duties must not be affected.

**TOWN OF AMHERST POLICY**

**NUMBER 10350-18  
PAGE 1 OF 1**

**DEPARTMENT:** Council and All Departments

**TITLE:** MEMBERSHIPS IN CLUBS, SOCIETIES AND ASSOCIATIONS

Minutes reference date: 21 February 2005

**PURPOSE:**

The Town of Amherst has in the past and will continue in the future to hold membership in various organizations and associations that advocate similar viewpoints and visions that help increase our competitiveness and enhance the level of services we provide to our residents.

In addition, Town employees have in the past and will continue to become affiliated with and actively participate in professional organizations that enhance their career competencies and provide the ability to learn new skills and improve existing skills in both a formal and informal setting.

The Town acknowledges that affiliations with organizations that provide advocacy support and professional development opportunities is important and should be supported accordingly.

**POLICY STATEMENT:**

1. The Town will pay annual membership fees to associations and organizations that have been deemed by council to benefit the towns overall ability to enhance the quality of services provided for residents. Council may appoint an employee or elected official who will represent the Town at meetings and events and may provide reports from time to time that will keep council informed of initiatives or issues that may affect our community.
2. The Town will pay the annual membership fees for employees to relevant professional association to which they are affiliated and are duly authorized by both Department Head and Town Manager. These organizations must be relevant to the work the employee performs on a day to day basis and should demonstrate the ability to enhance the employee's skill levels.
3. The Town continues to encourage employees to contribute to their community through active participation in various community based service organizations that add to a strong social and community environment. For greater clarity, dues for local social and service organizations will be the personal responsibility of the employee

**4.5 Rounding of Cash Transactions Policy  
Moved By Councillor Ripley  
Seconded By Councillor McManaman  
That Council approve the Rounding of Cash Transactions Policy #03000-04 as amended.**

**Motion Carried**

**TITLE: ROUNDDING OF CASH TRANSACTIONS POLICY  
SECTION: FINANCIAL MANAGEMENT  
POLICY NO: 03000-04**

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

**PURPOSE**

As of February 4, 2013, the Royal Canadian Mint is no longer distributing distributes pennies and as they are gradually being were removed from circulation.

**POLICY STATEMENT**

All cash transactions of the Town of Amherst will be rounded down to the nearest five cent increment.

This applies to cash payments only. All other payment methods must pay the exact amount.

Title/Role	Responsibilities
Director of Finance	Ensure Rounding of Cash Transactions Policy is followed.

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
<b>Policy created</b>	Director of Finance	Council	May 27, 2013
<b>Policy review – update wording from current tense to past tense.</b>	Director of Finance	Council	

Minutes reference date: May 27, 2013

**5. INTERNAL COMMITTEE REPORTS**

**5.1 Audit Committee - Chambers**

Information item only.

**5.2 Amherst Youth Town Council – Wells**

Information item only.

**5.3 Accessibility, Inclusion, Diversity and Equity Committee- Wells**

Information item only.

**6. EXTERNAL COMMITTEE REPORTS**

**6.1 Cumberland Public Libraries - McManaman**

Information item only.

**6.2 Cumberland YMCA - Wells**

Information item only.

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

Information item only.

**7. ADJOURNMENT**

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

\_\_\_\_\_  
Natalie LeBlanc  
Municipal Clerk

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

**Amherst Town Council  
Special Meeting  
Minutes**

Date: March 9, 2026  
 Time: 5:00 pm  
 Location: Council Chambers, Town Hall

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

Staff Present            Jason MacDonald, Chief Administrative Officer  
                              Sarah Wilson, Director, Finance  
                              Denise Smith, Finance Manager  
                              Sean Payne, Marketing & Communications Officer  
                              Lori O’Connell, Marketing & Communications Officer  
                              Natalie LeBlanc, Municipal Clerk  
                              Cindy Brown, Administrative Assistant

**1. CALL TO ORDER**

Mayor Small called the special Council meeting to order.

**1.1 TERRITORIAL ACKNOWLEDGMENT**

Mayor Small gave the Territorial Acknowledgement.

**2. MAYOR'S BUDGET ADDRESS**

Mayor Small presented his budget address.

**3. REQUEST FOR DECISION**

**3.1 Estimates of Revenues and Expenditures**

**Moved By Councillor Ripley  
 Seconded By Councillor McManaman**

**THAT Council accepts the following estimates of the sums required by the Town of Amherst for the fiscal year ending March 31, 2027, prepared in accordance with Section 72 of the *Municipal Government Act*:**

<b>Revenues</b>	<b>2026/27 Budget</b>
Taxes	\$ 19,168,403
Grants in Lieu of Taxes	274,700
Services Provided to Other Local Gov't	326,332
Sale of Services	1,725,595
Other Revenue from Own Sources	996,961
Unconditional Transfers	1,323,275
Conditional Transfers	740,202
Other Transfers	420,059
<b>Total Revenues</b>	<b>\$ 24,975,527</b>
<b>Expenditures by Department</b>	<b>2026/27 Budget</b>
Executive Office	\$ 1,179,229
Finance	3,562,717
Human Resources	298,010
Police	6,154,083
Fire	2,131,585
Community Living	1,035,846
Operations	2,889,196
Recreation Facilities	1,599,881
Planning & Economic Development	726,960
Strategic	50,000
Environmental Stewardship	64,149
Sewage	1,342,554
Solid Waste	992,870
Mandatory Provincial Contribution Area Rate	2,343,922
Community Support Area Rate	604,525
<b>Total Expenditures</b>	<b>\$ 24,975,527</b>

**Motion Carried**

- 3.2 General Tax Rate**  
 Moved By Councillor McManaman  
 Seconded By Councillor Furlong  
 THAT for the Town of Amherst for the fiscal year ending March 31, 2027, the General Tax Rate is as follows:  
 Residential / Resource      \$1.288 per \$100 of assessment  
 Commercial                      \$4.088 per \$100 of assessment  
**Motion Carried**
- 3.3 Area Rate - Community Support**  
 Moved By Deputy Mayor Chambers  
 Seconded By Councillor Davidson  
 THAT for the Town of Amherst for the fiscal year ending March 31, 2027, the Community Support Area Rate is as follows:  
 Residential / Resource      \$0.078 per \$100 of assessment  
 Commercial                      \$0.078 per \$100 of assessment  
**Motion Carried**
- 3.4 Area Rate - Mandatory Provincial Contribution**  
 Moved By Councillor Wells  
 Seconded By Deputy Mayor Chambers  
 THAT for the Town of Amherst for the fiscal year ending March 31, 2027, the Mandatory Provincial Contribution Area Rate is as follows:  
 Residential / Resource      \$0.304 per \$100 of assessment  
 Commercial                      \$0.304 per \$100 of assessment  
**Motion Carried**
- 3.5 Wastewater Treatment Facility (WWTF) Uniform Charge**  
 Moved By Councillor Davidson  
 Seconded By Councillor Wells  
 THAT for the Town of Amherst for the fiscal year ending March 31, 2027, the Wastewater Treatment Facility Uniform Charge is set at \$103.50 on each unmetered mobile home within a land leased community within the boundaries of the Town of Amherst.  
**Motion Carried**
- 3.6 Solid Waste Management Uniform Charge**  
 Moved By Councillor Furlong  
 Seconded By Councillor McManaman  
 THAT for the Town of Amherst for the fiscal year ending March 31, 2027, the Solid Waste Management Uniform Charge is set at \$250.00 on each residential property within the boundaries of the Town of Amherst with less than four such dwelling units.  
**Motion Carried**
- 3.7 Sanitary Sewer Rates**  
 Moved By Councillor Ripley  
 Seconded By Councillor Wells
- **Metered Customers**  
 Those owners whose water service is metered shall pay a usage charge:
    - **Residential**: \$0.99 per cu. meter of metered water consumption as determined by the Amherst Water Utility;
    - **Commercial/Industrial/Institutional**: \$0.49 per cu. meter of metered water consumption as determined by the Amherst Water Utility;
  - **Base Charges**  
 Those owners whose water service is metered shall pay a base charge quarterly. The quarterly base charge by meter size is:
 

5/8"	\$25.88
3/4"	\$38.81
1"	\$62.89
1 1/2"	\$123.63
2"	\$195.86
3"	\$389.92
4"	\$718.75

- **Non-Metered Customers**

For non-metered customers in unmetered mobile home parks, the park owner shall pay \$210.05 per dwelling unit per annum.

Motion Carried

**3.8 Water Utility Operating Budget**

Moved By Deputy Mayor Chambers

Seconded By Councillor McManaman

That Council approve the 2026-2027 Amherst Water Utility Operating Budget of \$2,697,408.

Motion Carried

**3.9 General Borrowing Resolution**

Moved By Councillor Wells

Seconded By Deputy Mayor Chambers

That Council approve a general borrowing resolution authorizing a line of credit in the amount of \$7.7 million with the Royal Bank of Canada to meet the current expenditures of the Town of Amherst for the year ending March 31, 2027.

Motion Carried

**3.10 By-law to Amend the Deed Transfer Tax By-law First Reading**

Moved By Councillor Davidson

Seconded By Councillor Wells

That Council give first reading to the By-law to Amend the Deed Transfer Tax By-law, B-2 to increase the rate from 1.25% to 1.5% effective July 1, 2026.

Against (1): Councillor Furlong

Motion Carried

**BY-LAW TO AMEND THE DEED TRANSFER TAX BY-LAW, B-2**

The Town of Amherst Deed Transfer Tax By-Law, B-2, approved by Council on June 18, 2018, is hereby amended as follows:

a. Paragraph 3

Change the amount of the deed transfer tax from one and one quarter percent (1.25%) to one and one half percent (1.5%) of the sale price or value of the property effective July 1, 2026.

**3.11 User Fee Policy**

Moved By Councillor Furlong

Seconded By Councillor Ripley

That Council approve the amendments to the User Fee Policy 03470-03 to reflect the changes highlighted in the red-line policy.

Motion Carried

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

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**APPROVAL DATE:** June 23, 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.

<b>Corporate Financial 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 Financial 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	<del>\$93.00</del> \$110.00*	Plus HST
Loader	<del>\$97.25</del> \$125.00	Plus HST
1-ton trucks/Service trucks	<del>\$44.23</del> \$50.00*	Plus HST
3-5 ton trucks	<del>\$66.00</del> \$85.00*	Plus HST
Street Sweeper	<del>\$115.00</del> \$125.00*	Plus HST
Trackless	<del>\$70.00</del> \$85.00*	Plus HST
Sewer Camera	<del>\$100.00</del> \$115.00*	Plus HST
Line Locator	<del>\$50.00</del> \$60.00*	Plus HST
Hole Hog	<del>\$45.00</del> \$55.00*	Plus HST
Vermeer Brush Chipper	<del>\$60.00</del> \$75.00*	Plus HST
Steamer	<del>\$30.00</del> \$35.00*	Plus HST
Trash Pump	<del>\$15.00</del>	Plus HST
Diaphragm Pump	<del>\$15.00</del>	Plus HST
Line Painter	<del>\$115.00</del> \$130.00/hour	Plus HST
Excavator	<del>\$120.00</del> /hour	Plus HST
Overhead charges extra – see procedure		
* 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>		
Existing Sanitary Sewer Lateral	\$750.00	HST Exempt
New Sanitary Sewer Services	Cost of Service	Plus HST
Storm Sewer Connection	Cost of Service	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"	<del>\$82.80</del> \$103.50	HST Exempt
3/4"	<del>\$124.20</del> \$155.25	HST Exempt
1"	<del>\$201.25</del> \$251.56	HST Exempt
1.5"	<del>\$395.60</del> \$494.50	HST Exempt
2"	<del>\$626.75</del> \$783.44	HST Exempt
3"	<del>\$1,247.75</del> \$1,559.65	HST Exempt
4"	<del>\$2,300.00</del> \$2,875.00	HST Exempt
Annual Non-metered Mobile Home Park Owner	<del>\$189.23</del> \$210.05 /dwelling unit/year	HST Exempt
Uniform Charge for Wastewater Treatment Facility for unmetered mobile homes billed on the property Tax Bill	<del>\$82.80</del> \$103.50/yr	HST Exempt

<b>Solid Waste Rates</b>		
Solid Waste Collection billed on Tax Bill	<del>\$278.00</del> \$250.00/yr	HST Exempt
Replacement Green Bin (Composter)	<del>\$95.00</del> \$105.00	Plus HST
Replacement White Kitchen Compost (Bucket)	<del>\$5.00</del> \$10.00	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

<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
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

<b>Recreation</b>								
<b>Ice Time/Stadium</b>								
The rates below are per hour plus HST. <b>New Rates are effective August 1, 2026</b>								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Holidays
<b>Early Time</b> 6:30-8:30am	<del>\$75.00</del> \$82.50	<del>\$75.00</del> \$82.50	<del>\$75.00</del> - <del>\$82.50</del>	<del>\$75.00</del> \$82.50	<del>\$75.00</del> \$82.50	<del>\$75.00</del> \$82.50	<del>\$75.00</del> \$82.50	<del>\$128.00</del> \$140.80
<b>Fair Time</b> 8:30-5:00pm	<del>\$99.00</del> \$108.90	<del>\$99.00</del> \$108.90	<del>\$99.00</del> \$108.90	<del>\$99.00</del> \$108.90	<del>\$99.00</del> \$108.90	-	-	<del>\$128.00</del> \$140.80
<b>Prime Time</b> 5:00-12:00am	<del>\$128.00</del> \$140.80	<del>\$128.00</del> \$140.80	<del>\$128.00</del> \$140.80	<del>\$128.00</del> \$140.80	<del>\$128.00</del> \$140.80	<del>\$128.00</del> \$140.80	<del>\$128.00</del> \$140.80	<del>\$128.00</del> \$140.80
<b>Youth Time</b> Monday-Sunday	<del>\$99.00</del> \$108.90	<del>\$99.00</del> \$108.90	<del>\$99.00</del> \$108.90	<del>\$99.00</del> \$108.90	<del>\$99.00</del> \$108.90	<del>\$99.00</del> \$108.90	<del>\$99.00</del> \$108.90	<del>\$99.00</del> \$108.90

**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>Stadium Advertising Rates plus artwork, design and production*</b>		
Ice logos	<del>\$400.00</del> \$800.00	Plus HST
Dasherboard	<del>\$400.00</del> \$600.00	Plus HST
Wall Signage (4X6)	\$400.00	Plus HST
Ice Making Machine	<del>\$2,500.00</del> \$3,000.00	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	<del>\$600.00</del> \$900.00	Plus HST
Score clock Large	<del>\$850.00</del> \$1,020.00	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	<del>\$50.00</del> \$82.50 per hr or <del>\$630.00</del> \$945.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Entire Facility including meeting rooms, team rooms	<del>\$70.00</del> \$99.00 per hr or <del>\$790.00</del> \$1,185.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Extra Employees	<del>\$25.00 per person per hour</del> Employee actual cost 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
Electrical Use	\$250.00 per event	Plus HST

\*Includes one employee during that time

<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

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

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

<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.”

**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	June 23, 2025
Review of all rates in policy and rate changes per operating budget.	Director of Finance – Wilson	Council	

Minutes Reference Dates:

30 April 2007	29 October 2007	18 April 2008	23 June 2025
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	

**3.12 Tax Reduction Policy  
 Moved By Councillor Ripley  
 Seconded By Deputy Mayor Chambers  
 That Council approve the Tax Reduction Policy #3800-02 as amended and  
 increase the income limit amount from \$30,000 to \$32,000.**

**Motion Carried**

**TITLE: TAX REDUCTION POLICY  
 SECTION: FINANCE  
 POLICY NO: 03800-02**

**APPROVAL DATE:** April 28, 2025 **CAO Signature:** \_\_\_\_\_

**PURPOSE:**

To establish a policy to determine the reduction in taxes for a person (s) whose income from all sources for the calendar year preceding the fiscal year of the Town of Amherst is below the amount set out in this policy AND to determine the reduction in taxes for the owner(s) of a building which has been completely or partially destroyed.

**POLICY STATEMENT (1): LOW INCOME**

It shall be the policy of the Amherst Town Council that an exemption from taxes will be granted, pursuant to Section 69(2) (a) of the Municipal Government Act, according to the following income levels and amounts:

- Less than ~~\$30,000~~ **\$32,000** - a credit of \$450

The following conditions will apply:

- That the exemption be granted to every person assessed with respect to taxable property in the Town of Amherst, who is a resident of the Town of Amherst, and whose total household income from all sources for the calendar year preceding the fiscal year of the Town of Amherst must be ~~\$30,000~~ **\$32,000** or less, including the income of all other members of the same family residing in the same household but does not include allowances paid pursuant to the War Veterans Allowance Act (Canada) or pension paid pursuant to the Pension Act (Canada);
- That the exemption shall only be available for residents where the property is their primary residence occupied by him/her year-round;

- c) That, where two or more persons, one or more of whom are entitled to an exemption, are – the owners of taxable property together, the person(s) is entitled to that portion of the amount of the exemption that the amount of his/her assessment bears to the whole property assessment;
- d) That the person applying for the exemption provide a copy of their Notice of Assessment from Revenue Canada for the prior year and make an affidavit regarding his/her income for that period and return such affidavit to the Town Office not later than September 30 of the year in which the taxes are payable.
- e) To qualify for the exemption, a property owner’s previous year’s rates and taxes must be paid in full at the time of their application. In the case of owners with taxes in arrears, the owner can qualify if they have signed a Payment Arrangement Agreement and have made at least twelve consecutive payments of the agreed upon amount.
- f) Should a property owner’s total tax bill for that year be less than the exemption for that year, then the exemption will be equal to the full amount of the tax bill for that year.

**POLICY STATEMENT (2): BUILDING DESTROYED**

In accordance with Section 69(A) of the Municipal Government Act, that where a building(s) situate on a property has become permanently unlivable or unusable due to fire and the current assessment of the property does not reflect that the building (s) has been destroyed, it shall be the policy of the Amherst Town Council to permit the reduction or rebate of property taxes on the building(s) alone for the balance of the taxation year under the following conditions.

- a) The taxpayer shall apply in writing to the Clerk asking for a reduction or rebate of property taxes.
- b) The Clerk shall ask the Building Inspector to confirm the complete destruction of the building(s).
- c) The Clerk shall ask the Regional Assessment Office to determine the following years assessment value before any subsequent rebuilding or construction.
- d) Upon receipt of the Building Inspectors and Provincial Assessments report, the Clerk shall authorize the Treasurer to reduce the amount of the taxes on the building(s) by pro rating the same over the balance of the taxation year from the date of destruction.
- e) This policy section shall be made retroactive to April 1, 2005; provided that if, as a result of this policy being made retroactive, it results in property taxes being rebated such sums shall be paid without interest.
- f) If the owner of the property in question is found guilty of arson, either civilly or criminally, the Clerk shall not rebate any taxes. In the event that taxes have already been rebated, then that rebate shall be void ab initio, and the taxes with interest accrued thereon will become immediately due and payable, it being the overriding policy of the Town of Amherst that a person shall not benefit from his or her own wrongdoing.

Title/Role	Responsibilities
Director of Finance	Policy is reviewed as part of the operating budget annually.

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
Updating income amount and for Policy Statement (1) Low Income and add (f).	Director of Finance	Council	April 28, 2025
Updating Policy Statement (1) Low Income - income amount.	Director of Finance		

Minutes reference date:	19 December 2005	24 April 2006	18 April 2008
	28 May 2009	24 May 2011	23 May 2012
	30 April 2014	21 May 2015	25 May 2016
	23 May 2017	23 May 2018	21 May 2019
	22 June 2020	28 April 2025	

**3.13 Tax Exemption Policy**

Mayor Small declared a conflict of interest due to this involvement with the Lion's Club and took a seat in the galley for the vote on this item. Deputy Mayor Chambers assumed the role as Chair for this item.

**Moved By Councillor Wells**

**Seconded By Councillor McManaman**

**That Council approve the amendments to the Tax Exemption Policy #3800-04 as outlined below:**

1. Clarification of the definition of a qualifying non-profit organization.
2. Clarification that the non-profit organization demonstrates services to the residents of the Town of Amherst that might, in the opinion of Council, otherwise be a responsibility of Council.
3. Additional text that awards for tax exemption are for a one-year period and renewal is required annually and applications and financial information must be received no later than January 31 in order to be considered for the exemption in the following fiscal year.
4. Defining new criteria that applicant must not be 100% funded from other government agencies.
5. Defining new criteria that if applicant provides housing it is for short-term housing/shelter only (no rental income received).
6. Defining new criteria that if the applicant provides housing and receives rental income for this housing, the property (or portion of property that rental income is received for) does not qualify.

**Removal of the following organizations who no longer qualify based on new criteria (effective April 1, 2027):**

- Amherst & District Residential Services Society
  - 1 Rupert Street – AAN 00635928
- Amherst and District Residential Services Society
  - 82 Willow Street – AAN 05127858
- Cumberland Homelessness & Housing Support Association
  - 10 Prince Arthur Street – AAN 02484935
  - Extent of Exemption – 55% (does not qualify)
- Cumberland County Transition House
  - 44 Park Street – AAN 03533654

**Move the Cumberland County Transition House Association property located at 41 Russell Street (AAN 00005045) from Appendix B to Appendix A with a full exemption of the entire property (residential and commercial assessment) effective April 1, 2027.**

**Motion Carried**

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**TITLE:** Tax Exemption Policy  
**SECTION:** FINANCIAL MANAGEMENT  
**POLICY NO.:** 03800-04

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**APPROVAL DATE:** April 28, 2025                      **CAO Signature:** \_\_\_\_\_

**PURPOSE:**

The purpose of this policy is to provide relief of current taxes for property of qualifying registered Canadian charitable organizations and/or non-profit organizations as defined within this policy and as specifically identified on the appendices attached.

**AUTHORITY:**

This policy is authorized under Part IV, Section 71, *Municipal Government Act*, as amended from time to time.

**DEFINITIONS:**

For the purpose of this policy:

**Qualifying non-profit organization** means:

- a registered Canadian charity, **as defined by the Canada Revenue Agency**, [~~Canadian Revenue Agency~~] if the property being exempted is used directly and solely for a charitable purpose;
- a non-profit community, charitable, fraternal, educational, recreational, religious, cultural or sporting organization.

**POLICY STATEMENT:**

Tax Exemption – Charitable and Non-profit Community Organizations

- a. Council may, at its discretion, provide a tax exemption to qualifying non-profit organizations demonstrating services to the residents of the Town of Amherst **that might otherwise be a responsibility of Council**.
- b. In order to be considered for a tax exemption, all organizations or institutions must apply in writing to the Town of Amherst **by no later than** January 31 of each year by completing Appendix C. Included with the application will be the annual financial statements for the most recent fiscal year. ~~Exemptions granted will be based on the financial need of the organization or institution.~~ **Awards for tax exemption are for a one-year period. Renewal is required annually.**

- c. The property of the organizations named in Appendices A and B to this policy shall be exempt or taxed in accordance with the particular appendix.
- d. The partial or total exemption shall apply only to that portion of the property specified in the appendix.
- e. When a property, or part thereof, listed on an appendix to this policy ceases to be occupied by the association or for the purposes set out in the appendix, or if not in good standing, then the partial or total exemption from taxation shall cease and the owner of the property shall immediately be liable for the real property tax on such property or part thereof for the portion of the year then expired.
- f. The applicant must not be 100% funded by other government agencies.
- g. If the applicant provides housing it is for emergency short-term housing/shelter only (no rental income received).
- h. If the applicant provides housing and receives rental income for this housing, the property (or portion of property that rental income is received for) does not qualify.

#### **APPENDIX A**

Properties of a named registered Canadian charitable organization and that is used directly and solely for a charitable purpose be exempt from taxation under Section 71(1) (a) of the Municipal Government Act and from area rates in accordance with Section 71(5) of the Municipal Government Act, to the extent set out in the last two columns of this appendix. Properties in Appendix A can be Residential or Commercial assessed.

PROPERTY	OWNER	ASSESSMENT ACCOUNT NUMBER	CHARITABLE NUMBER	EXTENT OF APPLICATION	EXTENT OF EXEMPTION
Land and Building 25 Park St.	Bright Beginnings Child Care Centre	00064017	106708126	Whole	100%
Land and Building 1 Rupert St.	Amherst & District Residential Services Society	00635928	854331394	Whole	100% *
Land and Building 16 Station St.	Bridge Adult Services Society	03030563	852586551	Whole	100%
Land and Building 20 Havelock St.	Trinity-St. Stephen's United Church	04405307	130164007	Whole	100%
Land and Building 82 Willow St.	Amherst and District Residential Services Society	05127858	854331394	Whole	100% *
Land and Building 44 Park Street	Cumberland County Transition House	03533654	106995624	Whole	100% *
Land and Building 10 Prince Arthur St.	Cumberland Homelessness & Housing Support Association	02484935	737309484	Whole	100% 45% *
Land and Building 41 Russell Street	Cumberland County Transition House Association	07419112	106995624	Whole	100% *

\* effective April 1, 2027

#### **APPENDIX B**

Properties of non-profit community, charitable, fraternal, educational, recreational, religious, cultural or sporting organizations that are assessed as taxable commercial property be reduced to the tax that would otherwise be payable if the property were residential, inclusive of area rates under Section 71(2) of the Municipal Government Act, to the extent set out in the last two columns of this appendix. Properties in Appendix B can only be assessed Commercial. The exemption for these properties is the difference between the amount of commercial taxes and residential taxes.

PROPERTY	OWNER	ASSESSMENT ACCOUNT NUMBER	EXTENT OF APPLICATION	EXTENT OF EXEMPTION
Land and Building 20 Lawrence St	Amherst Masonic Society	00064149	Whole	100%
Land and Building 5 Electric St.	Amherst Lions Club	05127807	Whole	100%
Land and Building 45 Prince Arthur St.	Amherst Curling Club	00064009	Whole	100%
Board Room and Counselling Rooms 41 Russell Street	Cumberland County Transition House Association	07419112	Whole of Commercial Portion	100% *

Land and Building 80 Church Street	Tantramar Community Radio Society	00005045	Whole of Commercial Portion	100%
Playground 36 Hickman St	Amherst Lions Club	04641027	Whole	100%

\* effective April 1, 2027

**APPENDIX C - APPLICATION**

1. ORGANIZATION OR INSTITUTION INFORMATION

Name of Organization/Institution: \_\_\_\_\_

**Civic Address:** \_\_\_\_\_

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

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

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

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

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

2. Are you a registered Canadian Charitable Organization? YES \_\_\_ NO \_\_\_

If so, what is your Charitable number: \_\_\_\_\_

3. Are you a non-profit community, charitable, fraternal, educational, recreational, religious, cultural, or sporting organization? YES \_\_\_ NO \_\_\_

4. Attached are our most recent financial statements: YES \_\_\_ NO \_\_\_

5. What square footage of the building property produces housing rental income? \_\_\_\_\_

a. What is the total square footage of the building property? \_\_\_\_\_

6. If your organization were NOT to receive the property tax exemption, what impact would this have on your organization?

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

7. What social and financial benefit does your organization provide to the community? What would the community lose if this organization did not exist?

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

8. What other services and/or support does the Town provide to this organization?

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

Please drop off at Town Hall, located at 98 Victoria Street East, or mail to P.O. BOX 516 Amherst, NS B4H 4A1. Direct all enquiries to the Revenue Officer, 902-667-6514.

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
<b>Director of HR &amp; Customer Services</b>	The Director will: <ol style="list-style-type: none"> <li>Ensure applications are received annually and that club exemptions are applied to accounts after the annual operating budget is approved.</li> </ol>
<b>Revenue Officer</b>	The Revenue Officer will: <ol style="list-style-type: none"> <li>Notify the Director of changes to be considered;</li> <li>Administer and facilitate the application of the tax exemption policy to qualifying organization tax accounts in accordance with the policy.</li> </ol>

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
<b>Policy reviewed for preparation of 2023/24 operating budget:</b> remove Cumberland Columbia Club from Appendix "B" due to sale of properties.	Crossman: Director, HR and Customer Services	Council	April 24, 2023
<b>Policy reviewed for preparation of 2025-26 operating budget:</b> add Cumberland Homelessness & Housing Support Association to Appendix "A".	Wilson: Director of Finance	Council	April 28, 2025

Minutes Reference Date: June 25, 2018      May 25, 2020      April 28, 2025

**3.14 Tax Exemption Policy - New Applicant  
Moved By Councillor McManaman  
Seconded By Councillor Wells**

**That Council deny the Tax Exemption application received from Cumberland County Transition House Association for their property located at 44 Russell Street as it does not meet the criteria in the amended Tax Exemption Policy #3800-04.**

**Motion Carried**

**3.15 Water and General Capital Budget  
Moved By Deputy Mayor Chambers  
Seconded By Councillor Davidson**

**That Council approve the Town of Amherst General Capital Budget for the 2026-27 fiscal year as presented in the amount of \$16,588,741 and the Amherst Water Utility Capital Budget for the 2026-27 fiscal year in the amount of \$1,013,000 to be funded as follows:**

<u>Town of Amherst - General Capital</u>		<u>Amherst Water Utility</u>	
Capital from Revenue - General	\$ 1,117,500	Capital from Revenue	\$ 40,000
Capital from Revenue - Sewer	130,000	Water Depreciation	523,000
Capital Reserve	100,000	Grant - Housing Accelerator Fund	105,000
Operating Reserve	252,500	Long Term Debt	345,000
Canada Community Building Fund (formerly Gas Tax Fund)	700,000		<u>\$ 1,013,000</u>
Grant - Housing Accelerator Fund	1,334,000		
Grants - Federal/Provincial	3,242,500		
Contributions	2,000,000		
Long Term Debt - Sewer	425,000		
Long Term Debt - General	7,287,241		
	<u>\$ 16,588,741</u>		

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

<u>Fiscal Year</u>	<u>General Capital Total Amount</u>	<u>Water Capital Total Amount</u>
2027-2028	\$ 3,615,000	\$ 717,000
2028-2029	\$ 3,071,000	\$ 697,000
2029-2030	\$ 6,456,400	\$ 2,442,600
2030-2031	\$ 4,620,000	\$ 1,067,000

*To be clear, the second part of this motion contemplates the approval of the amounts for the years 2027-2028 to 2030-2031 for planning purposes only; this is not the authority to spend, nor is it necessarily the final and complete listing.*

**Motion Carried**

**4. INFORMATION ITEM**

**4.1 2026/27 Operating and Capital Budget Report**

Information item only; included as part of the agenda package.

**5. 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

DRAFT

# SYNOPSIS

## Provincial Volunteer Award Nominations

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The Province of Nova Scotia celebrates volunteers nominated by organizations and communities at the annual Provincial Volunteer Awards Ceremony where the premier, lieutenant-governor and minister of the volunteer sector will present awards to volunteer representatives from each municipality.

In November 2025, the Town of Amherst made a public call for nominations of volunteers who deserve special recognition. While many quality nominations were received, unfortunately we can only submit one name in each of the following categories: Provincial Volunteer Award, Youth Volunteer and Family Volunteer.

The Town thanks all volunteers within our community who go above and beyond to make Amherst a truly special place to live. The Town of Amherst will be honored to recognize all nominated individuals at an event hosted in Amherst on April 21, 2025.

### **MOTION:**

**That Council nominate Paul Cormier as the Amherst Volunteer of the Year, Arilynn Menzies as the Youth Volunteer of the Year and the Short family as the Family Volunteer of the Year to be recognized at the Nova Scotia Provincial Volunteer Awards Ceremony.**



## AMHERST TOWN COUNCIL

RFD #2026031

Date: March 23, 2026

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

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

**DATE:** March 23, 2026

**SUBJECT:** Provincial Volunteer Award- Nominations

---

**ORIGIN:** Provincial Volunteer Week

**LEGISLATIVE AUTHORITY:** Municipal Government Act Section 47.

**RECOMMENDATION:** That Council nominate Paul Cormier as the Amherst Volunteer of the Year, Arilynn Menzies as the Youth Volunteer of the Year and the Short family as the Family Volunteer of the Year to be recognized at the Nova Scotia Provincial Volunteer Awards Ceremony.

**BACKGROUND:** The Province of Nova Scotia celebrates volunteers nominated by organizations and communities at the annual Provincial Volunteer Awards Ceremony. This year's event will take place on September 18, 2026, where the premier, lieutenant-governor and minister of the volunteer sector will present awards to volunteer representatives from each municipality.

In November 2025, the Town of Amherst made a public call for nominations for volunteers who deserve special recognition. All nominated individuals will be recognized in person at an event hosted in Amherst on April 21, 2026. From the nominations received, the Town of Amherst is eligible to submit a name for a Provincial Volunteer Award Category, Family and Youth Volunteer of the year, who will be recognized at the Nova Scotia Ceremony. Nominations were received for Adult and Youth Volunteer. One application was received in the family category.

**DISCUSSION:** 87 applications were received. Staff reviewed the applications, scored them using criteria for years of service and community impact.

**FINANCIAL IMPLICATIONS:** The event to celebrate Amherst Volunteers is anticipated to cost \$2,000 including cost for travel for the Amherst Volunteer of the Year to attend the Awards Ceremony in September. This amount is currently covered under the Community Living Department budget.

**SOCIAL JUSTICE IMPLICATIONS:** Volunteers play a key role in the community and recognition of their contributions is important to all aspects of our community.

**ENVIRONMENTAL IMPLICATIONS:** None



**COMMUNITY ENGAGEMENT:** There will be a Town of Amherst event in April to recognize our volunteers.

**ALTERNATIVES:** Nominate another volunteer.  
Do not put names forward for the provincial award.

**ATTACHMENTS:**

# SYNOPSIS

## AMHERST BOARD OF POLICE COMMISSIONERS CITIZEN APPOINTMENTS

---

Two of the three citizen appointment terms on the Amherst Board of Police Commissioners expire March 31, 2026.

The ad seeking expressions of interest appeared in The Chronicle Herald on February 28, 2026, and was also promoted through our social media channels. Eight well-qualified expressions of interest were received.

Section 3 of the By-law Respecting the Board of Police Commissioners for the Town of Amherst states that two community volunteers will be appointed for one-year terms, and one community volunteer will be appointed for a two-year term. The other current citizen appointment is in the middle of their two-year term.

### **MOTION:**

**That Council appoint Alex Harrison and Chris Johanneson to the Amherst Board of Police Commissioners effective April 1, 2026, to March 31, 2027.**



## AMHERST TOWN COUNCIL

RFD# 2026033

Date: March 23, 2026

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

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

**DATE:** March 23, 2026

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

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**ORIGIN:** Two of our three current citizen appointee terms expire March 31, 2026

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

**RECOMMENDATION:** That Council appoint Alex Harrison and Chris Johanneson to the Amherst Board of Police Commissioners effective April 1, 2026, to March 31, 2027.

**BACKGROUND:** Two of the three citizen appointment terms on the Amherst Board of Police Commissioners expire March 31, 2026.

**DISCUSSION:** Eight expressions of interest were received.

Section 3 of the By-law Respecting the Board of Police Commissioners for the Town of Amherst states that two community volunteers will be appointed for one-year terms, and one community volunteer will be appointed for a two-year term. The other current citizen appointment, Caprice Barbour, is in the middle of her two-year term.

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

**COMMUNITY ENGAGEMENT:** The ad seeking expressions of interest appeared in The Chronicle Herald on February 28, 2026, and was also promoted through our social media channels with a deadline of March 11, 2026, to apply.

**SOCIAL JUSTICE IMPLICATIONS:** Appointing citizen members ensures citizen representation on Boards and Committees.

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

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

**ATTACHMENTS:** None



# SYNOPSIS

## PLANNING ADVISORY COMMITTEE CITIZEN APPOINTMENT

---

The Planning Advisory Committee has three citizen appointee members, one of the appointments will expire on March 31, 2026.

A notice was placed in The Chronicle Herald February 28, 2026, and on Town of Amherst social media advertising for these appointments. Three expressions of interest were received, all from previous members of the Committee.

Section 7 of the Planning Advisory Committee Policy states that appointments may be made for up to two years.

### **MOTION:**

**That Council re-appoint Jim Lamplugh to the Planning Advisory Committee effective April 1, 2026 to March 31, 2028.**



## AMHERST TOWN COUNCIL

RFD# 2026034

Date: March 23, 2026

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

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

**DATE:** March 23, 2026

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

---

**ORIGIN:** The membership for one of our three PAC citizen appointees expires March 31, 2026.

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

**RECOMMENDATION:** That Council re-appoint Jim Lamplugh to the Planning Advisory Committee effective April 1, 2026 to March 31, 2028.

**BACKGROUND:** The Planning Advisory Committee has three citizen appointee members, one of the appointments will expire on March 31, 2026.

**DISCUSSION:** Staff received three applications, one from our current member whose appointment is expiring Jim Lamplugh, and ones from former PAC members Creighton McCarthy and Bill Crossman. Section 7 of the Planning Advisory Committee Policy states that appointments may be made for up to two years, therefore staff are recommending this appointment be made from April 1, 2026, to March 31, 2028.

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

**COMMUNITY ENGAGEMENT:** A notice was placed in The Chronicle Herald February 28, 2026, and on Town of Amherst social media advertising for these appointments, with a March 11, 2026, deadline for applications.

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

**SOCIAL JUSTICE IMPLICATIONS:** Appointing citizen members ensures citizen representation on Committees.

**ALTERNATIVES:** Do not make an appointment at this time and readvertise however this would leave a citizen appointment vacancy on the Planning Advisory Committee.

**ATTACHMENTS:**



# SYNOPSIS

## STREET LIGHT POLICY AMENDMENTS

---

The Street Light Policy, originally adopted in 2003 has been revised to better reflect current practices.

The updates clarify the purpose of street lighting and how decisions are made, with a focus on safety, accessibility, responsible fiscal management, and long-term asset management.

The document has also been split into two parts:

- a Council-approved policy, and
- a supporting operating procedure.

The policy confirms that street lighting will be provided on all public streets, using a risk-based approach to guide service levels.

Technical details, such as lighting standards, placement, and maintenance, have been moved to the operating procedure to allow flexibility and adaptation over time.

Overall, the updates provide clearer direction and support consistent, practical decision-making.

### **MOTION:**

**That Council approve the amendments to the Street Light Policy #31600-02.**

---

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

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

**DATE:** March 23, 2026

**SUBJECT:** Street Light Policy Review

---

**ORIGIN:** A complete policy and bylaw review.

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

**RECOMMENDATION:** That Council approve the amended Street Light Policy #31600-02.

**BACKGROUND:** The Street Light Policy #31600-02 was originally adopted in December 2003 and subsequently revised in 2011 and 2015. The existing policy focuses primarily on installation standards and general wattage guidelines for different roadway classifications.

Because street lighting is an important Town asset that affects public safety, energy use, long-term costs, and how we manage our infrastructure, the updated policy clearly explains its purpose and brings it in line with good asset management practices.

**DISCUSSION:** The proposed updates to the Street Light Policy reflect feedback received from Council at the January Committee of the Whole meeting and are intended to clarify how street lighting decisions are made within the Town.

The changes keep the policy focused on what matters most—safety, accessibility, responsible spending, and the effective management of Town assets. The detailed technical specifications for street lighting have been removed from the policy.

Based on Council’s feedback, staff determined the former single document should be split into two parts: a Council-approved policy and a separate operating procedure.

The policy now makes it clear that street lighting will be provided on all public streets, with design and service levels guided by a risk-based approach. This helps set clear and consistent service level expectations while still reflecting safety needs, available funding, and practical considerations.





## AMHERST TOWN COUNCIL

RFD# 2026028

Date: March 23, 2026

The draft operating procedure deals with the technical and day-to-day details of street lighting, such as how lighting needs are assessed, guidance on light levels and colour, where poles are placed, how accessibility and glare are addressed, and how often lights are inspected and repaired. Keeping these details in a procedure allows staff to use professional judgment and adjust to new technology and field conditions without having to change the policy each time.

**FINANCIAL IMPLICATIONS:** There are no direct financial implications associated with amending the policy.

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

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

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

**ALTERNATIVES:**

1. Direct staff to make additional changes to the policy.
2. Do not approve the policy amendments.

**ATTACHMENTS:**

Street Light Policy – Existing  
Street Light Policy – Amended  
Street Light Procedure - New

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**TITLE: STREET LIGHT POLICY**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-02**

---

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

**PURPOSE**

The purpose of this policy is to establish a clear, consistent, and fiscally responsible framework for the planning, installation, operation, and management of street lighting on public roads within the Town of Amherst. The policy supports safe conditions for pedestrians and motor vehicles while balancing accessibility, environmental stewardship, and long-term operating and lifecycle costs through a risk-based approach.

**SCOPE**

This policy applies to all public streets within the Town of Amherst where the Town has authority or responsibility for street lighting.

Street lighting shall be provided on all public roads in accordance with this policy and the associated operating procedure. The specific lighting design, spacing, output, and infrastructure selection shall be determined based on roadway function, pedestrian activity, safety risk, surrounding land use, existing infrastructure constraints, and fiscal sustainability.

**POLICY STATEMENT**

Street lighting shall be provided on all public streets within the Town of Amherst to support safe movement for both pedestrians and motor vehicles.

The Town shall plan, implement, and manage street lighting using a risk-based decision-making framework, with detailed requirements established in the operating procedure. This framework will consider:

- Public safety
- Accessibility
- Environmental and neighborhood impacts
- Fiscal responsibility and lifecycle costs
- Consistency
- Asset management
- Energy efficiency

All street lighting installations shall align with this policy and be implemented in accordance with the Town's approved operating procedures.

**GUIDING PRINCIPLES**

- Public Safety – Reduce safety risks for motorists and pedestrians.
- Accessibility – Minimize glare and support pedestrian movement.
- Environmental Stewardship – Reduce unnecessary light spill and pollution.
- Fiscal Responsibility – Consider lifecycle costs.
- Asset Management – Align with Town asset management practices.

**TITLE: STREET LIGHT POLICY**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-02**

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
<b>Director of Operations</b>	<ul style="list-style-type: none"> <li>Ensure the policy is reviewed periodically and updated as needed to reflect changes in best practices and ensure it meets the needs of the Town.</li> <li>Be able to interpret and explain policy content</li> </ul>
<b>Council</b>	Review Policy recommendations for approval consideration (approve, reject or edit)
<b>Operations Staff</b>	<ul style="list-style-type: none"> <li>Implement policy through operating procedures</li> </ul>

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
<b>Policy Revised to clearly explain its purpose and brings it in line with good asset management practices.</b>	Director of Operations	Council	

Minutes Reference Dates: 16 December 2003    26 April 2011    26 January 2015

# SYNOPSIS

## PROCUREMENT POLICY AMENDMENTS

---

Recently staff have been working towards improving the procurement process for both staff and vendors. In addition, discussions at a recent Audit Committee meeting also referenced that changes to the policy are required to reduce risk to the Town.

The more significant changes to the existing policy include bringing the purchasing threshold limits in line with the limits of the Atlantic Trade and Procurement Partnership and Canada Free Trade Agreement. This change is expected to expedite transactions in the majority of cases and reduce the legal risks to the town. The new High Value Threshold for goods and services will be \$133,800 (plus HST) and \$334,400 (plus HST) for construction.

Another significant amendment is a change to the Local Preference Clause to bring it in line with the Nova Scotia Procurement Act.

Other minor amendments include removal of redundant clauses, minor housekeeping fixes and updating the CAO Authority to match the new thresholds.

### **MOTION:**

**That Council approve the amendments to the Procurement Policy #3700-01.**

---

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

**SUBMITTED BY:** Kim Jones, Deputy CAO

**DATE:** March 23, 2026

**SUBJECT:** Procurement Policy Amendments

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**ORIGIN:** February 18 Audit Committee meeting:

Further to the motion passed at the December meeting, staff will continue their review of the Town of Amherst Procurement Policy and Procedure, with proposed amendments to be presented to Council at the March Committee of the Whole meeting.

December 10 Audit Committee meeting:

**Moved By Rae Burke**

**Seconded By Councillor Furlong**

**That the CAO have the Town of Amherst Procurement Policy and tendering templates reviewed and updated prior to March 31, 2026, in regards to the trade agreement thresholds and public procurement requirements.**

Motion Carried

**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 2025. Since that time staff have been working towards improving the procurement policy for both staff and vendors. Discussions generated during recent Audit Committee meetings also referenced that the proposed changes would reduce the risk on the Town.

**DISCUSSION:** The significant changes to the existing policy include increasing the purchasing threshold limits for staff.

The new proposed thresholds are now in line with 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 and reduce the legal risks to the town by limiting the requirement for public competitions that generate a Contract A – Contract B relationship.





## AMHERST TOWN COUNCIL

RFD# 2026032

Date: March 23, 2026

The new proposed thresholds are:

The High Value Threshold for goods and services is \$133,800 (plus HST) and \$334,400 (plus HST) for construction.

Another significant amendment is a change to the Local Preference Clause. In the past our local area included the Tantramar region in New Brunswick, as well as Cumberland County. With the recent changes to the NS Procurement Act, "Local Preference" is all of Nova Scotia and we will no longer include Tantramar NB. If local preference is to be applied, it must be clearly stated within the original procurement document. We have also increased the local preference amount to a maximum of 10%, with the amount to be disclosed but at the discretion of the purchaser.

Other minor amendments include removal of redundant clauses, minor housekeeping fixes and updating the CAO Authority to match the new thresholds.

**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.

**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~~, Atlantic Trade and Procurement Partnership (ATPP) and the Canadian Free Trade Act (CFTA)

### 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 as a result of a procurement process~~ 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**  
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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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- 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.~~
- e) ~~The procurement process is to ensure a fair, open, consistent and transparent process in the acquisition of goods, services and construction.~~
- e)a) 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.
- f)b) 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)c) 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.



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**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 according to this policy. The Director shall approve all purchases in excess of \$25,000 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 Town of Amherst must procure goods, services, and construction which are over the High Value Threshold using Public Competition. Where Public Competition is not possible, a department may, with the explicit written approval of the CAO, engage in Alternative Procurement Practices. When the maximum value of the procurement will be below the High Value Threshold, procurement must be completed in a manner consistent with, and in accordance with direction from the CAO, as outlined in the Operational Procedure. Staff must consider using competitive methods whenever practical to do so. When not practical or where there is urgency, technical or quality constraint, supplier scarcity, or other reasonable, in the opinion of the CAO, constraint which prevents competition staff may use Select Invitational methods (inviting two or more suppliers to bid) or non-competitive methods (direct award), subject to due diligence. Public Competition may be used at any threshold and is encouraged. 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—\$40,999	\$50,000 and above

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Services	Less than \$15,000	\$15,000 – \$74,999	\$75,000 and above
Construction	Less than \$15,000	\$15,000 – \$74,999	\$75,000 and above

Dividing procurement activity to reduce or keep the procurement value below certain thresholds is not permitted.

Breaking up procurement activity to reduce or keep the procurement value below certain thresholds is not permitted.

Canada Free Trade Agreement (“CFTA”) thresholds are subject to adjustment and the actual threshold as of the date of the procurement will apply.

**The High Value Threshold for goods and services is \$133,800 (plus HST) and \$334,400 (plus HST) for construction.**

This Policy will be updated as soon as practical if those thresholds should change. The value of the Procurement relative to the Threshold does not relieve Staff from the obligation to manage risk when Identify the Need/Plan Over High Value Threshold, Alternative Procurement Practices, Public Competition Under High Value Threshold, Request Quotations/Select Invitational, Due Diligence/Direct Award Public Competition

**a) – Low Value Procurement**

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 Guidelines and are subject to review by the 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 Director and Deputy Chief Administrative Officer to conduct a public

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~~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 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

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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 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) Invitational Competition - A competitive procurement method in which the Town invites a minimum of three suppliers to submit bids – provided that three suppliers can be identified. This method is used when a full public competition is not required (often because the value is below the high value threshold) but competitive pricing and fairness are still desired.

- e) Standing Offer – A type of contract that results from 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. 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.

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- ~~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;
    - (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. 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) Alternative Procurement Practices may be used in the following circumstances:  
4.1. Emergency - If strictly necessary, an urgent, serious, unexpected, and often dangerous situation requiring immediate action.

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- (b) 2. Ability to Maintain Security / Life / Health - Compliance with the competitive process requirements would interfere with the Province's ability to maintain security or order or to protect human, animal, or plant life or health. Non-urgent emergency.
- (c) 3. Absence of competition a. Technical - Due to an absence of competition for technical reasons. b. Monopoly - For the procurement of goods or services where the supply is controlled by a supplier that is a monopoly. c. Prototype - For a prototype or first good or service that is developed in the course of, and for a particular contract for research, experiment, study or original development. d. Advantageous Circumstances - Purchases made under exceptionally advantageous conditions that only arise in short term cases of unusual disposals. e. Additional Deliveries – Additional Deliveries by the original supplier of goods or services that were not included in the initial procurement where a change of supplier for such additional goods or services cannot be made for economic or technical reasons.
- (d) 4. Compatibility - To ensure compatibility with existing products, or to ensure the protection of patents, copyrights, warranties or other exclusive rights.
- (e) 5. Confidentiality - Where goods or services regarding confidential matters are to be purchased and the disclosure through an open tendering process could be expected to compromise government confidentiality, cause economic disruption, or be contrary to public interest.
- (f) 6. No Suppliers Satisfied the Conditions - No bids were submitted or no suppliers requested participation; no bids that conform to requirements of solicitation were submitted; no suppliers satisfied the conditions for participation.
7. Sustainability - To support businesses owned by members of underrepresented and underserved communities, including: Mi'kmaq and persons of Indigenous descent, African Nova Scotians and persons of African descent, persons of colour/racialized persons; newcomers (immigrants and refugees), 2SLGBTQIA+, persons with disabilities, minority faithbased groups and persons who are neurodivergent.
- (g) 8. Health and Social Services - For vital public services that prioritize public health and welfare.
- (a) 9. Procurement Financed By Donations - For the procurement of goods and services financed primarily from donations that are subject to conditions that are inconsistent with this Policy. 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.

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~~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;~~
- ~~(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;~~

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- ~~(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.~~

\*\*When an alternative procurement purchase occurs, the reason for doing so must be documented.

## 7) Local Preference

Nova Scotian Goods and Services Section 14 of the Public Procurement Act allows for preference to be given to Nova Scotia suppliers when the value of the procurement is below the High Value Threshold. Therefore, below the High Value Threshold, Municipal personnel (with the authorization of the CAO) may:

- Choose to apply a Nova Scotia preference, in accordance with the Public Procurement Act, including when considering evaluative criteria;
- Restrict the receipt of Invitational Competitions to Nova Scotia suppliers; and
- Such preference must be disclosed at the beginning of the procurement process and must be explicitly stated in the procurement documents.

The Town will apply a maximum 10% local preference to Nova Scotian bidders. The preference could be split between price and non price factors/scores. Example: with 5% on pricing and 5% on non price factors/scores. If local preference is to be used, it will be disclosed in the procurement documents at the time of release.

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- To be considered for local preference you must be a company with it's head office in Nova Scotia or a branch in Nova Scotia where regular business activities are conducted on a permanent basis, is clearly identified by name and is accessible during normal business hours.

~~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 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 \$100,000 or greater;~~
- ~~b) services that have a value of \$100,000 or greater;~~
- ~~e) construction that has a value of \$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) or designate may authorize the award of the procurement of goods, services and construction:
  - i) that are ~~\$250,000~~334,400 or less and are included within the approved operating and capital budgets; Awards over the value of ~~\$250,000~~334,400 (plus HST) will be submitted to Council for approval.
  - ii) that exceed the approved budget by 25% or ~~\$75,000~~100,000, 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 be deemed by the CAO to be necessary to protect the legal interests or satisfy legal

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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 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~~\$334,800 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) Vendor Documentation Requirements**

The following documents are required in order to work for the Town:

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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 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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- 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 ~~\$5010,000~~ 133,800 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 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

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<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>Increased purchasing limits and minor housekeeping amendments, changing titles</b>	CAO, MacDonald	Council	
<b><u>Increased purchasing limit thresholds, revised local preference, removed redundant clauses</u></b>	<u>CAO, MacDonald</u>	<u>Council</u>	

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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 Atlantic Trade and Procurement Partnership (ATPP) and the Canadian Free Trade Act (CFTA)

## 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 as a result of a procurement process 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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- 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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- 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)

### 3) Guiding Principles

The following principles will guide the procurement practices of the Town:

- a) 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.
- b) 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
- c) 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.

### 4) General

- a) This policy applies to all departments, agencies, boards and commissions of the Town over which the Town has jurisdiction.

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- b) The procuring of goods, services and construction will be facilitated by the Director of the requesting department according to this policy. The Director shall approve all purchases in excess of \$25,000 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 HST and are in Canadian Dollars.

## **5) Purchasing Guidelines**

The Town of Amherst must procure goods, services, and construction which are over the High Value Threshold using Public Competition. Where Public Competition is not possible, a department may, with the explicit written approval of the CAO, engage in Alternative Procurement Practices. When the maximum value of the procurement will be below the High Value Threshold, procurement must be completed in a manner consistent with, and in accordance with direction from the CAO, as outlined in the Operational Procedure. Staff must consider using competitive methods whenever practical to do so. When not practical or where there is urgency, technical or quality constraint, supplier scarcity, or other reasonable, in the opinion of the CAO, constraint which prevents competition staff may use Select Invitational methods (inviting two or more suppliers to bid) or non-competitive methods (direct award), subject to due diligence. Public Competition may be used at any threshold and is encouraged.

Breaking up procurement activity to reduce or keep the procurement value below certain thresholds is not permitted.

Canada Free Trade Agreement (“CFTA”) thresholds are subject to adjustment and the actual threshold as of the date of the procurement will apply.

**The High Value Threshold for goods and services is \$133,800 (plus HST) and \$334,400 (plus HST) for construction.**

This Policy will be updated as soon as practical if those thresholds should change. The value of the Procurement relative to the Threshold does not relieve Staff from the obligation to manage risk when Identify the Need/Plan Over High Value Threshold, Alternative Procurement Practices, Public Competition Under High Value Threshold, Request Quotations/Select Invitational, Due Diligence/Direct Award Public Competition

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## 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 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 Deputy CAO for filing once it has been awarded.

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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) **Invitational Competition** - A competitive procurement method in which the Town invites a minimum of three suppliers to submit bids – provided that three suppliers can be identified. This method is used when a full public competition is not required (often because the value is below the high value threshold) but competitive pricing and fairness are still desired.
- e) **Standing Offer** – A type of contract that results from 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.  
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.
- 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;

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- (b) There is only one source of the goods or services;
  - (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. 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) Alternative Procurement Practices may be used in the following circumstances:
    - 4 1. Emergency - If strictly necessary, an urgent, serious, unexpected, and often dangerous situation requiring immediate action.
    - (b) 2. Ability to Maintain Security / Life / Health - Compliance with the competitive process requirements would interfere with the Province's ability to maintain security or order or to protect human, animal, or plant life or health. Non-urgent emergency.
    - (c) 3. Absence of competition
      - a. Technical - Due to an absence of competition for technical reasons.
      - b. Monopoly - For the procurement of goods or services where the supply is controlled by a supplier that is a monopoly.
      - c. Prototype - For a prototype or first good or service that is developed in the course of, and for a particular contract for research, experiment, study or original development.
      - d. Advantageous Circumstances - Purchases made under exceptionally advantageous conditions that only arise in short term cases of unusual disposals.
      - e. Additional Deliveries – Additional Deliveries by the original supplier of goods or services that were not included in the initial procurement where a change of supplier for such additional goods or services cannot be made for economic or technical reasons.
    - (d) 4. Compatibility - To ensure compatibility with existing products, or to ensure the protection of patents, copyrights, warranties or other exclusive rights.
    - (e) 5. Confidentiality - Where goods or services regarding confidential matters are to be purchased and the disclosure through an open tendering process could be expected to compromise government confidentiality, cause economic disruption, or be contrary to public interest.
    - (f) 6. No Suppliers Satisfied the Conditions - No bids were submitted or no suppliers requested participation; no bids that conform to requirements of solicitation were submitted; no suppliers satisfied the conditions for participation.
    - 7. Sustainability - To support businesses owned by members of underrepresented and underserved communities, including: Mi'kmaq and persons of Indigenous descent, African Nova Scotians and persons of African

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descent, persons of colour/racialized persons; newcomers (immigrants and refugees), 2SLGBTQIA+, persons with disabilities, minority faithbased groups and persons who are neurodivergent.

(g) 8. Health and Social Services - For vital public services that prioritize public health and welfare.

9. Procurement Financed By Donations - For the procurement of goods and services financed primarily from donations that are subject to conditions that are inconsistent with this Policy.

\*\*When an alternative procurement purchase occurs, the reason for doing so must be documented.

## 7) Local Preference

Nova Scotian Goods and Services Section 14 of the Public Procurement Act allows for preference to be given to Nova Scotia suppliers when the value of the procurement is below the High Value Threshold. Therefore, below the High Value Threshold, Municipal personnel (with the authorization of the CAO) may:

- Choose to apply a Nova Scotia preference, in accordance with the Public Procurement Act, including when considering evaluative criteria;
- Restrict the receipt of Invitational Competitions to Nova Scotia suppliers; and
- Such preference must be disclosed at the beginning of the procurement process and must be explicitly stated in the procurement documents.

The Town will apply a maximum 10% local preference to Nova Scotian bidders. The preference could be split between price and non price factors/scores  
Example: with 5% on pricing and 5% on non price factors/scores. If local preference is to be used, it will be disclosed in the procurement documents at the time of release.

- To be considered for local preference you must be a company with it's head office in Nova Scotia or a branch in Nova Scotia where regular business activities are conducted on a permanent basis, is clearly identified by name and is accessible during normal business hours.

## 8) Award of Contracts

- a) The Chief Administrative Officer (CAO) or designate may authorize the award of the procurement of goods, services and construction:
  - i) that are \$334,400 or less and are included within the approved operating and capital budgets; Awards over the value of \$334,400 (plus HST) will be submitted to

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Council for approval.

- ii) that exceed the approved budget by 25% or \$100,000, 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 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)
- 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)
- 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 \$334,800 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) Vendor 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 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 \$133,800 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 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**  
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<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.

For Administrative Use Only:

### VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
	Title/Last Name	Council	
Creation of the policy	CAO, MacDonald	Council	April 30, 2007
Amendment to bring the policy into compliance with Atlantic Procurement Agreement	CAO, MacDonald	Council	Sept 28, 2009
Amendment to bring the policy into compliance with Atlantic Procurement Agreement	CAO, MacDonald	Council	Nov 26, 2012
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.	CAO, MacDonald	Council	Nov 27, 2017
Increased purchasing limits and minor housekeeping amendments	CAO, MacDonald	Council	March 27, 2023
Increased purchasing limits and minor housekeeping amendments, changing titles	CAO, MacDonald	Council	
Increased purchasing limit thresholds, revised local preference, removed redundant clauses	CAO, MacDonald	Council	

# SYNOPSIS

## PERFORMANCE MANAGEMENT AND DEVELOPMENT POLICY

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The development of this policy and accompanying procedure advances an action item identified in the Town's People Strategy and supports the continued modernization and strengthening of our HR practices.

Staff have developed three key tools to support this action item: a Performance Management & Development Policy, an accompanying procedure, and a practical handbook for managers. Together, these resources set clear performance standards, provide a consistent approach to conducting performance reviews, and give managers helpful guidance on how to deliver meaningful and constructive feedback.

The framework also helps create accountability for both managers and employees by setting clear expectations, encouraging regular performance conversations, and documenting progress toward goals. While separate from our Corrective Action Policy and procedure introduced in October, this policy complements that framework by supporting proactive performance management and helping address concerns early through open communication and ongoing feedback.

### **MOTION:**

**That Council approve the new Performance Management and Development Policy #04000-17.**

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

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

**DATE:** March 23, 2026

**SUBJECT:** Performance Management & Development Policy

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

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

**RECOMMENDATION:** That Council approve the new Performance Management & Development Policy #04000-17.

**BACKGROUND:** The development of this policy and accompanying procedure advances an action item identified in the Town’s People Strategy and supports the continued modernization and strengthening of our HR practices.

**DISCUSSION:** Strategic goal #7 of the People Strategy was developed in response to our SWOT analysis which revealed gaps in our performance management practices:

ACTION ITEM	OUTPUT	OUTCOME	WHO/WHEN
Improve performance management processes by establishing clear expectations, consistent evaluation criteria & regular manager training	Defined performance standards, consistent review tools & trained supervisors & managers	Increased accountability, improved feedback quality & an equitable process	HR staff, WFN tools, Directors & Managers  <b>February 2026</b>

We have developed three key tools to support this action item: a Performance Management & Development Policy, an accompanying procedure, and a practical handbook for managers. Together, these resources set clear performance standards, provide a consistent approach to conducting performance reviews, and give managers helpful guidance on how to deliver meaningful and constructive feedback.



The framework also helps create accountability for both managers and employees by setting clear expectations, encouraging regular performance conversations, and documenting progress toward goals. While separate from our Corrective Action Policy and procedure introduced in October, this policy complements that framework by supporting proactive performance management and helping address concerns early through open communication and ongoing feedback.

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

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

**ENVIRONMENTAL IMPLICATIONS:** No environmental implications.

**SOCIAL JUSTICE IMPLICATIONS:** The policy promotes fairness, transparency, and equity in managing performance and conduct, ensuring all employees are treated consistently and respectfully.

**ALTERNATIVES:**

1. Accept recommendation to adopt the new Performance Management & Development Policy
2. Direct staff to develop alternative performance management framework

**ATTACHMENTS:**

Policy No. 04000-17, Performance Management & Development  
Procedure No. 04000-17P, Performance Management & Development Procedure  
Performance Management & Employee Development Handbook for Managers

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**TITLE: PERFORMANCE MANAGEMENT & DEVELOPMENT POLICY**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO.: 04000-17**

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

**POLICY STATEMENT**

The Town of Amherst is committed to maintaining a fair, transparent, and consistent performance management process that supports employee development, organizational effectiveness, and service excellence to our community.

Performance management is a continuous process that includes ongoing feedback, a mid-year check-in and a formal annual performance evaluation with goal setting. This process ensures employees understand expectations, receive constructive feedback, and are recognized for their contributions.

Performance management is intended to be developmental in nature while also supporting accountability for results.

**PURPOSE**

The purpose of this policy is to:

- Support employee growth and development.
- Strengthen accountability and service delivery.
- Provide a structured and consistent process for performance evaluation.
- Align individual performance with strategic priorities.
- Establish the link between satisfactory performance and progression through salary ranges.

**SCOPE**

This policy applies to all non-unionized employees of the Town. Unionized staff shall follow the terms outlined in their respective collective agreement(s).

**GUIDING PRINCIPLES**

Performance management activities within the Town of Amherst will be:

- Fair and objective.
- Based on documented expectations and measurable outcomes.
- Conducted consistently across departments.
- Focused on development and improvement.
- Respectful and constructive.

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**TITLE: PERFORMANCE MANAGEMENT & DEVELOPMENT POLICY**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO.: 04000-17**

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## **PERFORMANCE CYCLE**

The Town of Amherst operates on an annual performance cycle, April 1 – March 31, which includes:

- Ongoing feedback throughout the year.
- A mid-year check-in completed by September 30 each year.
- A formal, comprehensive annual evaluation with goal setting completed in March each year.

## **SALARY PROGRESSION**

Progression through the salary range is not automatic.

Employees who receive an overall performance rating of “satisfactory” or higher during their annual evaluation will be eligible to advance one step within their approved salary range, in accordance with the Town’s Salary Administration Policy #04530-01.

Employees whose performance does not meet expectations will not be eligible for step progression and may be subject to a performance improvement process.

## **ADDRESSING PERFORMANCE CONCERNS**

Performance management is intended to be a supportive and developmental process focused on clarifying expectations, providing feedback, and encouraging continuous improvement.

Managers are expected to address performance concerns in a timely and constructive manner through coaching, feedback and reasonable support.

Where performance deficiencies are significant, ongoing, or unresponsive to feedback, or where employee conduct concerns arise, the matter may be addressed in accordance with the Town’s Corrective Action Policy and procedure.

The performance management process is separate from, but may inform, corrective or disciplinary action where appropriate.

## **CONFIDENTIALITY**

Performance evaluations, mid-year check-ins, and related documentation are confidential personnel records.

Information contained within performance management documents will be:

- Maintained securely with Human Resources.
- Accessible only to the employee, their manager, Human Resources, and senior leadership as required.
- Disclosed only in accordance with applicable legislation, including the Municipal Government Act and the Freedom of Information and Protection of Privacy Act.

**TITLE: PERFORMANCE MANAGEMENT & DEVELOPMENT POLICY**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO.: 04000-17**

Managers and employees are expected to treat performance discussions and documentation with discretion and professionalism.

**APPEALS PROCESS**

Employees who disagree with their evaluation may submit a written response to be attached to the evaluation.

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
<b>Chief Administrative Officer</b>	The CAO will: <ol style="list-style-type: none"> <li>Ensure consistent application across the organization.</li> <li>Review and approve evaluations as required.</li> </ol>
<b>Directors/Managers</b>	Directors/managers will: <ol style="list-style-type: none"> <li>Set clear performance expectations and goals.</li> <li>Provide ongoing coaching and timely feedback.</li> <li>Conduct and document annual evaluations and mid-year check-ins.</li> <li>Address performance concerns promptly and appropriately.</li> <li>Apply the process fairly and consistently.</li> </ol>
<b>Human Resources</b>	Human resources staff will: <ol style="list-style-type: none"> <li>Develop and maintain performance management tools and procedures.</li> <li>Monitor compliance and support consistency across departments.</li> <li>Maintain all official performance documentation.</li> </ol>
<b>Employees</b>	Employees will: <ol style="list-style-type: none"> <li>Understand and work toward established performance expectations and goals.</li> <li>Actively participate in performance discussions.</li> <li>Seek clarification and support when needed.</li> <li>Take responsibility for their performance and professional development.</li> </ol>

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
<b>New Policy</b>	Director, Human Resources	Council	

Minutes Reference Date:

# SYNOPSIS

## INQUIRIES FROM COUNCIL POLICY AMENDMENTS

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The purpose of this policy is to ensure that all inquiries or requests for information are consistently directed through the Chief Administrative Officer or in their absence the Deputy Chief Administrative Officer.

The proposed amendments to this policy will make the policy read clearer, address improper pronouns, add the Deputy Chief Administrative Officer as someone who may receive inquiries or requests for information from Council, and puts the policy into the new policy format.

### **MOTION:**

**That Council approve the amendments to the Inquiries From Council Policy #10350-05.**



## AMHERST TOWN COUNCIL

RFD# 2026029

Date: March 23, 2026

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

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

**DATE:** March 23, 2026

**SUBJECT:** Inquiries from Council Policy #10350-05

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**ORIGIN:** Ongoing By-law and Policy Review

**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 Inquiries from Council Policy #10350-05.

**BACKGROUND:** This Policy is on the schedule to be reviewed this month. It was originally adopted in 1991, with amendments made to it in 2011 that were merely housekeeping in nature.

**DISCUSSION:** The proposed amendments to this policy will make the policy read clearer, address improper pronouns, add the Deputy Chief Administrative Officer as someone who may receive inquiries or requests for information from Council, and puts the policy into the new policy format.

**FINANCIAL IMPLICATIONS:** There are no financial implications with the proposed amendments.

**COMMUNITY ENGAGEMENT:** There has been no community engagement.

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

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

**ALTERNATIVES:** Do not approve the policy as amended and recommend alternative amendments.

**ATTACHMENTS:**

1. Inquiries from Council Policy #10350-05 with proposed amendments
2. Current Policy



**TITLE:           INQUIRIES FROM COUNCIL**  
**SECTION:       EXECUTIVE OFFICE**  
**POLICY NO:    10350-05**

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

## **PURPOSE**

The purpose of this policy is to ensure that all **inquiries or** requests for information are **consistently** directed through the **CAO Chief Administrative Officer or in their absence the Deputy Chief Administrative Officer.** and prepared for Council in a standard format setting out the information. ~~The response will be forwarded directly to the CAO. This will allow him to review same and acquaint himself with the subject before he approves and refers it to Council.~~

## **POLICY STATEMENT**

~~Members of Council will make inquiries for information to the Chief Administrative Officer / Acting Chief Administrative Officer or in his absence, the appropriate Director.~~

1. An **individual Councillor** inquiry or request for information will be made directly to the Chief Administrative Officer, or in their absence the Deputy Chief Administrative Officer. It will be at their discretion if the inquiry or request for information should be forwarded to Council. The CAO may provide the information to all of Council should they feel it is appropriate to do so.
2. An inquiry or request for information from **Council or a Committee of Council** will be made directly to the Chief Administrative Officer, or in their absence the Deputy Chief Administrative Officer by way of motion for review and recommendation to Council.

~~Response to a Councillor's inquiries will be prepared in the approved standard format and submitted to the Chief Administrative Officer (CAO) for review and recommendation.~~

## **DEFINITIONS**

- a) ~~“Councillor’s Inquiry” This is a request by a Councillor for information either at a regular Council meeting, committee meeting, or directly to the CAO or Director Chief Administrative Officer or Deputy Chief Administrative Officer.~~
- b) ~~“Council Inquiry” This is a request by a Councillor for information at a regular \_\_\_\_\_ meeting of Council.~~

**TITLE: INQUIRIES FROM COUNCIL**  
**SECTION: EXECUTIVE OFFICE**  
**POLICY NO: 10350-05**

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
<b>Council</b>	Ensure all inquiries and requests for information are directed to either the Chief Administrative Officer or the Deputy Chief Administrative Officer
<b>Chief Administrative Officer / Deputy Chief Administrative Officer</b>	Ensure all inquiries and requests for information are responded to appropriately.

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
<b>Make the policy more reader friendly, ensure use of proper pronouns, add Deputy Chief Administrative Officer</b>	Clerk	Council	

Minutes reference date: April 16, 1991

September 26, 2011

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**DEPARTMENT:** COUNCIL

**TITLE:** **INQUIRIES FROM COUNCIL**

Minutes reference date: April 16, 1991

26 September 2011

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## **POLICY STATEMENT**

Members of Council will make inquiries for information to the Chief Administrative Officer / Acting Chief Administrative Officer or in his absence, the appropriate Director.

## **PURPOSE**

Response to a Councillor's inquiries will be prepared in the approved standard format and submitted to the Chief Administrative Officer (CAO) for review and recommendation.

The purpose of this policy is to ensure that all requests for information are directed through the CAO and prepared for Council in a standard format setting out the information. The response will be forwarded directly to the CAO. This will allow him to review same and acquaint himself with the subject before he approves and refers it to Council.

## **DEFINITIONS**

- a) "Councillor's Inquiry" This is a request by a Councillor for information either at a regular Council meeting, committee meeting, or directly to the CAO or Director.
- b) "Council Inquiry" This is a request by a Councillor for information at a regular meeting of Council.

# SYNOPSIS

## SNOW AND ICE MANAGEMENT POLICY AMENDMENTS

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As directed, staff have completed a review of the Snow and Ice Management Policy, with a focus on road salting service levels.

The proposed policy updates reflect feedback received from Council with the main changes being:

- expanding salting to include priority-2 streets after snow removal operations have been completed, and
- replacing the term “as needed” with “when conditions warrant,” which is now clearly defined in the policy.

The policy has also been split into two parts: a Council-approved policy and a supporting operating procedure.

The updated policy better reflects Council’s service level expectations and follows a risk-based approach.

The operating procedure outlines the day-to-day details and can be updated as needed without requiring changes to the policy.

Overall, the updates provide clearer direction and greater flexibility in managing winter operations.

### **MOTION:**

**That Council approve the amendments to the Snow and Ice Management Policy #31600-25.**

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

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

**DATE:** March 16, 2026

**SUBJECT:** Snow and Ice Management Policy Review

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**ORIGIN:** Direction from Council for staff to undertake a comprehensive review of the Snow and Ice Management Policy and report back to Council no later than the March Committee of the Whole meeting.

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

**RECOMMENDATION:** That Council approve the amendments to Snow and Ice Management Policy #31600-25.

**BACKGROUND:** At the January Committee of the Whole meeting, Council directed staff to undertake a comprehensive review of the Snow and Ice Management Policy and report back no later than the March Committee of the Whole meeting.

As part of this review, staff have reviewed the current winter road maintenance practices, with an emphasis on the level of service provided for road salting.

**DISCUSSION:** The proposed amendments to the Policy reflect feedback received from Council at the January Committee of the Whole, February Committee of the Whole, and the March operating and Capital budget meeting.

Apart from some minor housekeeping changes, the substantial changes to the existing policy include:

1. Salting of priority-2 streets (streets not on the designated salt route) will be salted after snow removal operations are completed, with an objective to have these streets salted within 24 hours of the completion of snow removal operations. Previously, “side streets” were salted only as needed.
2. The term “as needed” has been removed from the policy and replaced with “when conditions warrant” and has been defined in the policy.
3. The existing policy has been split into two documents: a Council-approved policy and a separate operating procedure.





## AMHERST TOWN COUNCIL

RFD# 2026030

Date: March 23, 2026

The policy now better reflects Council's service level expectations and is guided by a risk-based approach.

The operating procedure provides the detailed operational guidance required for staff to implement the Snow and Ice Management Policy. This procedure outlines the day-to-day operational practices followed by Public Works staff, including plowing and salting priorities, response procedures during storms, and operational responsibilities.

Separating the procedure from the policy allows staff to update operational practices, routes, and response methods as conditions, equipment, or best practices evolve without requiring a formal policy amendment by Council.

**FINANCIAL IMPLICATIONS:** The changes to the level of service for increased salting of Priority-2 streets represent an increase of \$75,000 in the operating budget for 2026/27.

**SOCIAL JUSTICE IMPLICATIONS:** Salting of all streets can be viewed as improved equity in service delivery.

**ENVIRONMENTAL IMPLICATIONS:** Increased use of road salt increases the likelihood of the salt in melting snow and ice entering our storm drains and water courses.

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

**ALTERNATIVES:**

1. Direct staff to make additional changes to the policy.
2. Do not approve the policy amendments.

**ATTACHMENTS:**

Snow and Ice Management Policy – Existing  
Snow and Ice Management Policy – Amended  
Snow and Ice Management Procedure - New

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DEPARTMENT: OPERATIONS

TITLE: **SNOW AND ICE MANAGEMENT POLICY**

Date: 24 November 2014      23 November 2015      29 November 2021

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**PURPOSE:**

The purpose of this policy is to provide direction to staff involved in snow and ice management operations to ensure streets, sidewalks, fire hydrants and parking lots are cleared in a safe and timely manner.

**POLICY STATEMENT:**

1. Snow and ice management operations will commence after 5 – 10 cm of snow has fallen and snowfall is continuing.
2. Salting of streets on the ‘salt route’ will commence when conditions warrant and salting of remaining streets not on the salt route will occur as needed.
3. Upon completion of the public streets, sidewalk operations will commence.
4. Priority will be given to heavily travelled streets and sidewalks, as defined in this policy.
5. Safety of the public and our operators is paramount in all aspects of our work.
6. Additional street widening and intersection clearing will occur upon the completion of the priority operations and as time and budget allow.

**SERVICE LEVEL EXPECTATIONS**

Level of Service for Roadway Types

**The objective is that all streets will be cleaned of snow within 6 hours from the end of a snow storm of up to 30 centimetres.**

Street Priority 1

- Plow continuously during storm, visibility permitting
- Plow to bare pavement, whenever possible
- Normally plow curb to curb within 4 hours after storm ends

Street Priority 2

- Plow continuously during storm, visibility permitting
- Salting of hills, intersections, as needed
- Normally plow curb to curb within 6 hours after storm ends

Level of Service for Sidewalk Types

**The objective is that all sidewalks will be cleaned of snow within 24 hours from the end of snow plowing operations, for snow storms up to 30 centimetres.**

Sidewalk Priority 1 (Cleared within 12 hours)

- Sidewalks in school zones
- Sidewalks in the Core Area District (Downtown)
- Arterial streets

Sidewalk Priority 2 (Cleared within 24 hours)

- Collector streets
- Local streets

Sidewalks will generally be maintained with salt to remove excess snow and ice. However, sand may be used under certain ice and temperature conditions under which salt is not effective.

While sidewalk clearing generally commences after street snow clearing operations have been completed, staff will make an initial pass along sidewalks on Albion, South Albion, Robert Angus Drive, Willow Street, portions of East and West Victoria and Hickman Streets DURING street clearing operations to improve pedestrian accessibility in these areas whenever possible.

Level of Service for Fire Hydrants

**The objective is that all fire hydrants will be accessible by emergency personnel 96 hours from the end of snow plowing operations, for snow storms up to 30 centimetres.**

The Public Works Foreman will decide if the accumulation of snow around the fire hydrants, and/or the snow bank along the street in front of the fire hydrant, warrants the clearing operation to be activated.

Town crews are available to clear hydrants in an emergency, whenever required.

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## MAJOR STORMS

**A major storm will be declared by the Public Works Foreman, or on-call supervisor, when snow clearing crews are no longer able to keep all Town streets cleared of snow and the storm continues.**

During a major snowstorm, crews will attempt to keep at least one lane of the following streets open:

- Abbey Road
- Albion & South Albion Street
- Anson Avenue
- Chamberlain Street
- Chandler Road
- Church Street
- Havelock Street
- Hickman Street
- Industrial Park Drive
- LaPlanche Street
- King Street
- Electric Street
- Lawrence Street
- McCully Street
- Pleasant (East & West)
- Spring Street
- Robert Angus Drive
- Rupert Street
- Townshend Avenue
- Tupper Blvd
- Victoria Street
- Willow Street
- Prince Arthur (Church to Havelock)

During a major snowstorm, the Town Hall Parking Lot, Fire Station and Stadium parking lots will be kept open to allow emergency off-street parking.

To provide quick response in an emergency, a “storm line” will be activated during major storms (664-6000). This line will be monitored 24 hours a day until all of the streets have been opened.

As snowfall intensity decreases, Town equipment will commence snow plowing operations on other streets.

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## PRIORITY STREETS – BARE PAVEMENT

**Town snow clearing crews will attempt to create a “bare pavement” condition within 12 hours following a snowfall event of up to 30 cm on the following streets:**

- Victoria Street
- Church Street
- Willow Street
- Albion / West Pleasant intersection
- Albion Street
- South Albion Street
- Lawrence Street
- LaPlanche Street
- Robert Angus Drive
- East Pleasant
- West Pleasant
- Hickman Street

For the purposes of this policy, bare pavement conditions refer to winter road conditions where all travel lanes of the roadway are primarily clear of snow and ice build-up that could impair safe travel on the road.

## SNOW HAULING

**Within 48 hours of the accumulation of 10 or more centimeters of snow, the snow will be hauled away from the boulevards of the Town streets listed below:**

- Victoria Street from Herbert Street to C.N.R. Tracks
- Church Street from Victoria Street to YMCA Driveway
- Havelock Street from Victoria Street to Prince Arthur Street
- Ratchford Street
- King Street and Princess Street
- Electric Street
- Prince Arthur Street from Acadia Street to Station Street
- Acadia Street from Victoria Street to Prince Arthur Street
- Albion Street and South Albion Street from Church Street to the Lord Amherst Drive
- LaPlanche Street from Victoria Street to Civic # 12
- Lawrence Street from Victoria Street to Civic # 17
- Academy Street from Spring Street to Queen Street ~~on (West side only)~~
- Charles Street from Spring Street to Dunlap Street ~~(West side only)~~
- Spring Street from Albion Street to Church Street
- Maltby Court and Cornwall Avenue (West Side)
- Hickman Street from Mission Street to Park Street
- Mission Street from Hickman Street to Cornwall Avenue

**TOWN OWNED PROPERTY**

**Town staff will take necessary steps to minimize public hazards due to snow/ice conditions on Town-owned/leased property.**

Public Parking Lots

Snow will be removed by private contractors before 8:00 a.m. each day. The lots will then be checked for slippery conditions by Town staff and appropriate measures taken, using salt and or sand to alleviate any hazard to the public. Further periodic checks are to be made as conditions warrant throughout the day.

- Town Hall
- Library and CCUBIC
- Ratchford Street and Dayles Grand Market
- George Blanche
- Corner of Maple Street and Electric Street
- Bounded by west side of Church Street and north side of Electric Street
- Paramount Theatre and Lions Den
- Trinity St. Stephen Church
- Baptist Church and Church of England
- King Street
- Dickey Park
- Stadium
- Fire Station

Public Buildings

The public entrances and adjacent sidewalks to Town operated facilities will be checked by Town staff for hazardous snow and ice conditions each day, before the building is open to the public. Excess snow will be removed and slippery conditions will be addressed using salt, sand and other suitable ice control material. Further periodic checks are to be made as conditions warrant throughout the day.

- Town Hall
- Police Station
- Fire Station
- Library
- Works Garage
- Stadium
- CCUBIC

## SALT MANAGEMENT

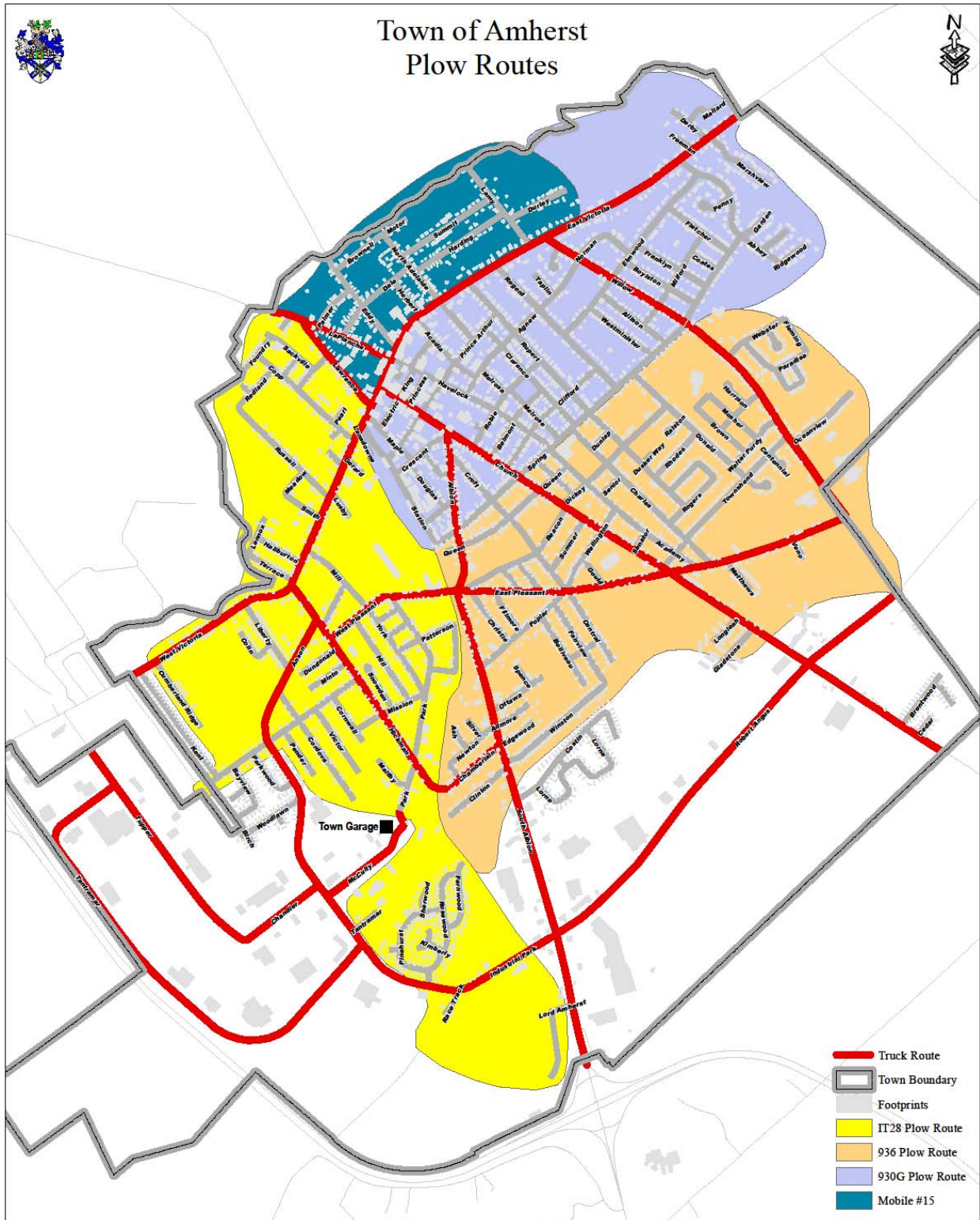
**The Town of Amherst is committed to the efficient management of its road salt, while continuing to provide effective winter maintenance for the safety of motorists and winter maintenance workers.**

The Town will demonstrate environmental responsibility by implementing and maintaining a Salt Management Plan (SMP) and associated best management practices.

To ensure the Town successfully meets its commitment, it will:

- Conduct operational activities in a manner that protects the environment and prevents or minimizes pollution;
- Continue to provide snow and ice control on Town streets so that service level standards are achieved;
- Address concerns raised by the federal government's review of road salts and their effect on the environment;
- Comply with environmental legislation, relevant standards, and industry codes of practice that apply to the Town's facilities and operations;
- Provide all winter maintenance personnel with appropriate training and resources so they are able to complete their assigned tasks in a manner that is consistent with the requirements of this Policy;
- Establish and track objectives and targets to verify effectiveness and identify opportunities for continual improvement of processes and operations;
- Monitor operations and implement appropriate corrective and/or preventive actions to improve performance;
- Communicate the requirement of this Policy and the Salt Management Plan to all employees







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**TITLE: SNOW AND ICE MANAGEMENT POLICY**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25**

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

### **PURPOSE**

The purpose of this policy is to establish the Town of Amherst’s priorities, and service level expectations for snow and ice management to ensure streets, sidewalks, fire hydrants and parking lots are cleared of snow and ice in a safe and timely manner.

### **SCOPE**

This policy applies to all Town snow and ice management activities and establishes Council-approved service levels and guiding principles.

### **POLICY STATEMENT**

The Town of Amherst is committed to delivering winter maintenance services using a risk-based approach that prioritizes pedestrian and vehicular safety, emergency access, and responsible use of municipal resources.

This policy establishes service levels and guiding principles using a priority and risk based approach to snow and ice management activities. Detailed operational practices, routes, and thresholds are set out in the companion Snow and Ice Management Operating Procedure.

### **GUIDING PRINCIPLES**

- Public safety is top priority.
- Decisions reflect weather conditions, risk, and available resources.
- Service levels are applied consistently.
- Environmental impacts are considered.

### **SERVICE LEVEL EXPECTATIONS – GENERAL**

The service level expectations outlined in this policy represent reasonable operational objectives under typical winter conditions, that can sometimes be unpredictable. Actual response times and outcomes may vary depending on the severity and duration of the snow/ice event.

### **LEVEL OF SERVICE – SNOW PLOWING**

#### Roadways

The objective is that all Town streets will be cleared of snow within six (6) hours following the end of a snowstorm of up to 30 centimeters, with the following level of service expectation:

#### Priority-1 Streets

- Plow continuously during storm, conditions permitting
- Typically plowed “curb to curb” within 4 hours after storm ends

#### Priority-2 Streets

- Plow continuously during storm, conditions permitting
- Typically plowed “curb to curb” within 6 hours after storm ends

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**TITLE: SNOW AND ICE MANAGEMENT POLICY**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25**

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For the purposes of this policy, “**curb to curb**” refers to a snow removal standard where snow is cleared across the full width of the roadway from one curb line to the opposite curb line to allow for the safe passage of vehicles. This standard does not mean the roadway surface between the curbs will be completely free of snow or ice. Some snow or ice may remain along the curb or gutter line, as a result of normal winter maintenance operations and weather conditions.

### Sidewalks

The objective is that all Town sidewalks will be cleared of snow within twenty-four (24) hours following the end of a snowstorm of up to 30 centimeters, with the following level of service expectation:

#### Priority-1 Sidewalks

- Cleared of snow within 12 hours

#### Priority-2 Sidewalks

- Cleared of snow within 24 hours

#### During Street Clearing Operations

- Staff will maintain pedestrian accessibility from the Downtown area to the South Albion Street commercial area during street clearing operations, depending on the severity and duration of the snow event and as outlined in the Operating Procedure.

### Public Parking Lots

- Snow will be removed by private contractors before 8:00 a.m. each day.

### Public Buildings

- The public entrances and adjacent sidewalks to Town operated facilities will be cleared of snow daily, before the building is open to the public.

### **LEVEL OF SERVICE – FIRE HYDRANTS**

The objective is that fire hydrants will be accessible to emergency personnel within ninety-six (96) hours following the completion of snow clearing operations, for snowstorms up to 30 centimeters.

### **LEVEL OF SERVICE - SALTING**

Salting will be undertaken on streets and sidewalks to improve conditions for vehicles and pedestrians by mitigating icy conditions. Salting operations are not intended to eliminate all ice or winter hazards.

### Streets

The objective is that salting will begin when conditions warrant based on a risk-based assessment conducted by the on-call supervisor or when requested by the Amherst Police Department. The level of service expectation being:

#### Priority-1 Streets (designated Salt Route)

- Salted to achieve bare pavement conditions within 12 hours following the completion of snow removal operations.

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**TITLE: SNOW AND ICE MANAGEMENT POLICY**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25**

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#### Priority-2 Streets

- Salting of remaining streets after snow removal operations are completed, the objective is to have all streets salted within 24 hours of the completion of snow removal operations.

#### Sidewalks

The objective is that all Town sidewalks will be salted, when conditions warrant, within twenty-four (24) hours following the end of sidewalk snow clearing operations, with the following level of service expectation:

#### Priority-1 Sidewalks

- Salted within 12 hours of the completion of snow removal operations

#### Priority-2 Sidewalks

- Salted within 24 hours of the completion of snow removal operations

#### Public Parking Lots

- Will be checked daily before 8:00am for slippery conditions by supervisory staff and salted when conditions warrant to mitigate icy conditions. Further periodic checks are to be made as conditions warrant throughout the day.

#### Public Buildings

- The public entrances and adjacent sidewalks to Town operated facilities will be checked daily for slippery conditions and salted when conditions warrant to mitigate icy conditions before the building is open to the public. Further periodic checks are to be made as conditions warrant throughout the day.

For the purposes of this policy, “**as or when conditions warrant**” salting refers to the application of salt or other ice control materials when, in the judgment of the on-call supervisor, one or more of the following risk factors are present:

- Freezing rain, frost, or refreeze conditions are occurring or forecast.
- When temperatures are near freezing and moisture is present, creating a risk of black ice conditions.
- Icy or slippery conditions are observed or reported.
- Weather forecasts support the need for salt application.

The timing and extent of salting operations will be determined through the risk-based assessment and documented.

#### **MAJOR STORMS**

A major storm may be declared when snowfall intensity or duration exceeds the Town’s ability to maintain normal service levels. During major storms, operations will focus on maintaining emergency access and critical transportation corridors, as outlined in the Operating Procedure.

**TITLE: SNOW AND ICE MANAGEMENT POLICY**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25**

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In a major storm or emergency, and when requested, Town crews will be made available at any time to clear streets or fire hydrants in support of Police, Fire, or Emergency Health Services (EHS) operations. Other emergent situations will be dealt with at the discretion of the on-call supervisor.

Emergency response activities shall take precedence over routine winter maintenance operations.

**SNOW REMOVAL AND HAULING**

Snow hauling will be undertaken within 48 hours where snow accumulation presents safety, accessibility, or operational concerns at locations as determined and set out in the Operating Procedure.

**SALT MANAGEMENT**

The Town of Amherst is committed to the efficient management of its road salt, while continuing to provide effective winter maintenance for the safety of motorists and winter maintenance workers.

The Town will demonstrate environmental responsibility by implementing and maintaining a Salt Management Plan (SMP) and associated best management practices.

**TITLE: SNOW AND ICE MANAGEMENT POLICY**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25**

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Operations	<ul style="list-style-type: none"> <li>Ensure the policy is reviewed periodically and updated as needed to reflect changes in best practices and ensure it meets the needs of the Town.</li> <li>Be able to interpret and explain policy content</li> </ul>
Council	<ul style="list-style-type: none"> <li>Review Policy recommendations for approval consideration (approve, reject or edit)</li> </ul>
Operations Staff	<ul style="list-style-type: none"> <li>Implement policy through operating procedures</li> </ul>

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
<p><b>Policy Revised to:</b></p> <p>Include salting of priority-2 streets (streets not on the designated salt route) will be salted after snow removal operations are completed, with an objective to have these streets salted within 24 hours of the completion of snow removal operations. Previously, "side streets" were salted only as needed.</p> <p>Define the term "as needed" has been removed from the policy and replaced with "when conditions warrant" and has been defined in the policy.</p> <p>Create a Council-approved policy and a separate operating procedure.</p>	Director of Operations	Council	

Minutes Reference Dates: 16 December 2003    26 April 2011    26 January 2015

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**TITLE: SNOW AND ICE MANAGEMENT PROCEDURE**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25P**

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

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

### **PURPOSE**

This Operating Procedure provides detailed operational guidance to Public Works staff for implementing the Snow and Ice Management Policy, including priority classifications, salt routes, snow hauling, and major storm response.

### **SCOPE**

This Procedure applies to all Town employees, supervisors, and contractors involved in snow and ice management activities, including:

- Snow plowing of streets and sidewalks.
- Salting of streets and sidewalks.
- Response during routine and major storm events.

### **RESPONSIBILITY**

#### Public Works Foreman / On-Call Supervisor

- Ensures all plowing and salting operations are carried out in accordance with the Snow and Ice Management Policy.
- Conduct inspections and complete required documentation.
- Monitor weather forecasts and road conditions.
- Determine when plowing and/or salting operations commence, escalate, or cease.
- Assign priorities, routes, and staffing.
- Ensure equipment readiness.

#### Equipment Operators

- Conduct plowing and salting in accordance with assigned routes and procedures.
- Adjust operations based on observed conditions.
- Report equipment issues or hazards.

#### Senior Management

- Ensure compliance with Snow and Ice Management Policy and Procedure.
- Recommend capital equipment acquisitions to Council.

### **SERVICE LEVEL TRACKING**

The Service Level Tracking form, attached as Appendix “A” shall be completed by the on-call supervisor for all snow events that require salting and/or plowing. This record is intended to document weather conditions, operational decision-making, deployment timing, locations treated, and resources used. Completion of the service level tracking form is mandatory and supports service level monitoring, operational oversight, post-event review, public inquiries, and risk management.

### **CONTINUOUS IMPROVEMENT**

Service level tracking, inspection records, and public complaints will be reviewed periodically to identify trends, need for operational improvements, or training needs.

**TITLE: SNOW AND ICE MANAGEMENT PROCEDURE**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25P**

**PRIORITY CLASSIFICATION – STREET PLOWING**

Priority-1 Streets

These streets are plowed and salted to a “bare pavement” condition due to traffic volume, emergency access, and community importance. These streets include:

- Victoria Street
- Church Street
- Willow Street
- Albion Street
- South Albion Street
- Lawrence Street
- LaPlanche Street
- Robert Angus Drive
- East Pleasant Street
- West Pleasant Street
- Hickman Street
- Albion / West Pleasant intersection

For the purposes of this procedure, bare pavement conditions refer to winter road conditions where all travel lanes of the roadway are primarily clear of snow and ice build-up that could impair safe travel on the road.

Priority-2 Streets

- All remaining collector and local streets not identified as Priority-1.

Street plowing will be completed using 3 loaders and 2 plow trucks, as per the designated plow routes shown in Appendix “B”

**PRIORITY CLASSIFICATION – SIDEWALK PLOWING**

Priority-1 Sidewalks

- Sidewalks in school zones.
- Sidewalks in the downtown core.
- Sidewalks on arterial streets.

Priority-2 Sidewalks

- All remaining sidewalks not identified as Priority-1.

During Street Clearing Operations

Staff will maintain pedestrian accessibility from the Downtown area to the South Albion Street commercial area during street clearing operations on the following sidewalks, when possible:

- Hickman Street (Park to West Victoria - east side)
- West Victoria (Hickman to CNR Tracks - south side)
- East Victoria (CNR Tracks to Acadia Street – both sides)
- East Victoria Street (Acadia Street to Willow – south side)
- Willow Street (East Victoria to Robert Angus)
- Robert Angus (Willow to South Albion)
- South Albion (Robert Angus to Albion – east side)
- Albion Street (South Albion to Church)
- Church Street (Albion to Victoria – both sides)

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**TITLE: SNOW AND ICE MANAGEMENT PROCEDURE**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25P**

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### **PRIORITY CLASSIFICATION – SALTING**

#### Priority-1 Streets (Designated Salt Route)

- Streets as per Appendix “C” and salt route directions as per Appendix “D”.

#### Priority-2 Streets

- All remaining collector and local streets not identified as Priority-1.

#### Priority-1 Sidewalks

- Sidewalks in school zones.
- Sidewalks in the downtown core.
- Sidewalks on arterial streets.

#### Priority-2 Sidewalks

- All remaining sidewalks not identified as Priority-1

### **PUBLIC PARKING LOTS**

Snow removal from the following public parking lots is to be removed by private contractors and checked regularly by the on-call supervisor:

- Town Hall
- Library and CCUBIC
- Ratchford Street and Dayle’s Grand Market
- George Blanche
- Corner of Maple Street and Electric Street
- Bounded by west side of Church Street and north side of Electric Street
- Paramount Theatre and Lion’s Den
- Trinity St. Stephen Church
- Baptist Church and Church of England
- King Street
- Dickey Park
- Stadium
- Fire Station

### **PUBLIC BUILDINGS**

The public entrances and adjacent sidewalks to the following Town operated facilities will be cleared of snow daily, before the building is open to the public contractors and checked regularly by the on-call supervisor:

- Town Hall
- Police Station
- Fire Station (AFD Staff)
- Library
- Works Garage
- Stadium (Recreation Staff)
- CCUBIC

### **FIRE HYDRANTS**

The Public Works Foreman, responsible for the water utility, will decide if the accumulation of snow around the fire hydrants, and/or the snowbanks along the street in front of the fire hydrant, warrants the clearing operation to be activated.

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**TITLE: SNOW AND ICE MANAGEMENT PROCEDURE**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25P**

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### MAJOR STORMS

During a major snowstorm, crews will attempt to keep at least one lane of the following streets open and as shown in Appendix “E”:

- Abbey Road
- Albion & South Albion Street
- Anson Avenue
- Chamberlain Street
- Chandler Road
- Church Street
- Havelock Street
- Hickman Street
- Industrial Park Drive
- King Street
- LaPlanche Street
- Electric Street
- Lawrence Street
- McCully Street
- Prince Arthur (Church to Havelock)
- Pleasant (East & West)
- Spring Street
- Robert Angus Drive
- Rupert Street
- Townshend Avenue
- Tupper Blvd
- Victoria Street
- Willow Street

During a major snowstorm, the Town Hall, Fire Station and Stadium parking lots will be kept open to allow emergency off-street parking.

### SNOW HAULING

When required snow will be hauled away from the boulevards of the Town streets listed below:

- Victoria Street from Herbert Street to C.N.R. Tracks
- Church Street from Victoria Street to YMCA Driveway
- Havelock Street from Victoria Street to Prince Arthur Street
- Ratchford Street
- King Street and Princess Street
- Electric Street
- Prince Arthur Street from Acadia Street to Station Street
- Acadia Street from Victoria Street to Prince Arthur Street
- Albion Street and South Albion Street from Church Street to Ancestral Drive
- LaPlanche Street from Victoria Street to Civic # 12
- Lawrence Street from Victoria Street to Civic # 17
- Academy Street from Spring Street to Queen Street
- Charles Street from Spring Street to Dunlap Street
- Spring Street from Albion Street to Church Street
- Maltby Court and Cornwall Avenue (Sidewalk side)
- Hickman Street from Mission Street to Park Street
- Mission Street from Hickman Street to Cornwall Avenue

**TITLE: SNOW AND ICE MANAGEMENT PROCEDURE**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25P**

APPENDIX "A"  
SNOW REMOVAL SERVICE LEVEL EXPECTATIONS

Date: \_\_\_\_\_ Snowfall Start: \_\_\_\_\_ am / pm

Total Snowfall: \_\_\_\_\_ cm Snowfall End: \_\_\_\_\_ am / pm

General Temperature: \_\_\_\_\_ C°

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Route	Start Time	End Time	Comments
Central (17.5 km)	am / pm	am / pm	
North (3.6 km)	am / pm	am / pm	
South (16.4 km)	am / pm	am / pm	
West (13.2 km)	am / pm	am / pm	
Plow Truck (24.5 km)	am / pm	am / pm	
Sidewalk Plow 1	am / pm	am / pm	
Sidewalk Plow 2	am / pm	am / pm	
Sidewalk Plow 3	am / pm	am / pm	

Level of Service	Yes	No	N/A
Priority 1 Streets - plowing completed within 4 hours after storm ends			
Priority 2 Streets - plowing completed within 6 hours after storm ends			
Priority 1 Sidewalks - plowing completed within 12 hours after storm ends			
Priority 2 Sidewalks - plowing completed within 24 hours after storm ends			
Fire Hydrants accessible within 96 hours of completion of snow plowing			

**TITLE: SNOW AND ICE MANAGEMENT PROCEDURE**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25P**

PRIORITY STREETS - BARE PAVEMENT

Town snow clearing crews will attempt to create a "bare pavement" condition within 12 hours following a snowfall event of up to 30cm

	YES	NO	Comments
Victoria Street	<input type="checkbox"/>	<input type="checkbox"/>	_____
Church Street	<input type="checkbox"/>	<input type="checkbox"/>	_____
Willow Street	<input type="checkbox"/>	<input type="checkbox"/>	_____
West Pleasant @ Albion	<input type="checkbox"/>	<input type="checkbox"/>	_____
Albion Street	<input type="checkbox"/>	<input type="checkbox"/>	_____
South Albion Street	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lawrence Street	<input type="checkbox"/>	<input type="checkbox"/>	_____
LaPlanche Street	<input type="checkbox"/>	<input type="checkbox"/>	_____
Robert Angus Drive	<input type="checkbox"/>	<input type="checkbox"/>	_____
East Pleasant	<input type="checkbox"/>	<input type="checkbox"/>	_____
West Pleasant	<input type="checkbox"/>	<input type="checkbox"/>	_____
Hickman Street	<input type="checkbox"/>	<input type="checkbox"/>	_____

OTHER SNOW CLEARING

Dickey Park Track	<input type="checkbox"/>	<input type="checkbox"/>	_____
YMCA walkway	<input type="checkbox"/>	<input type="checkbox"/>	_____
Victoria Square Walkway	<input type="checkbox"/>	<input type="checkbox"/>	_____

SNOW HAULING

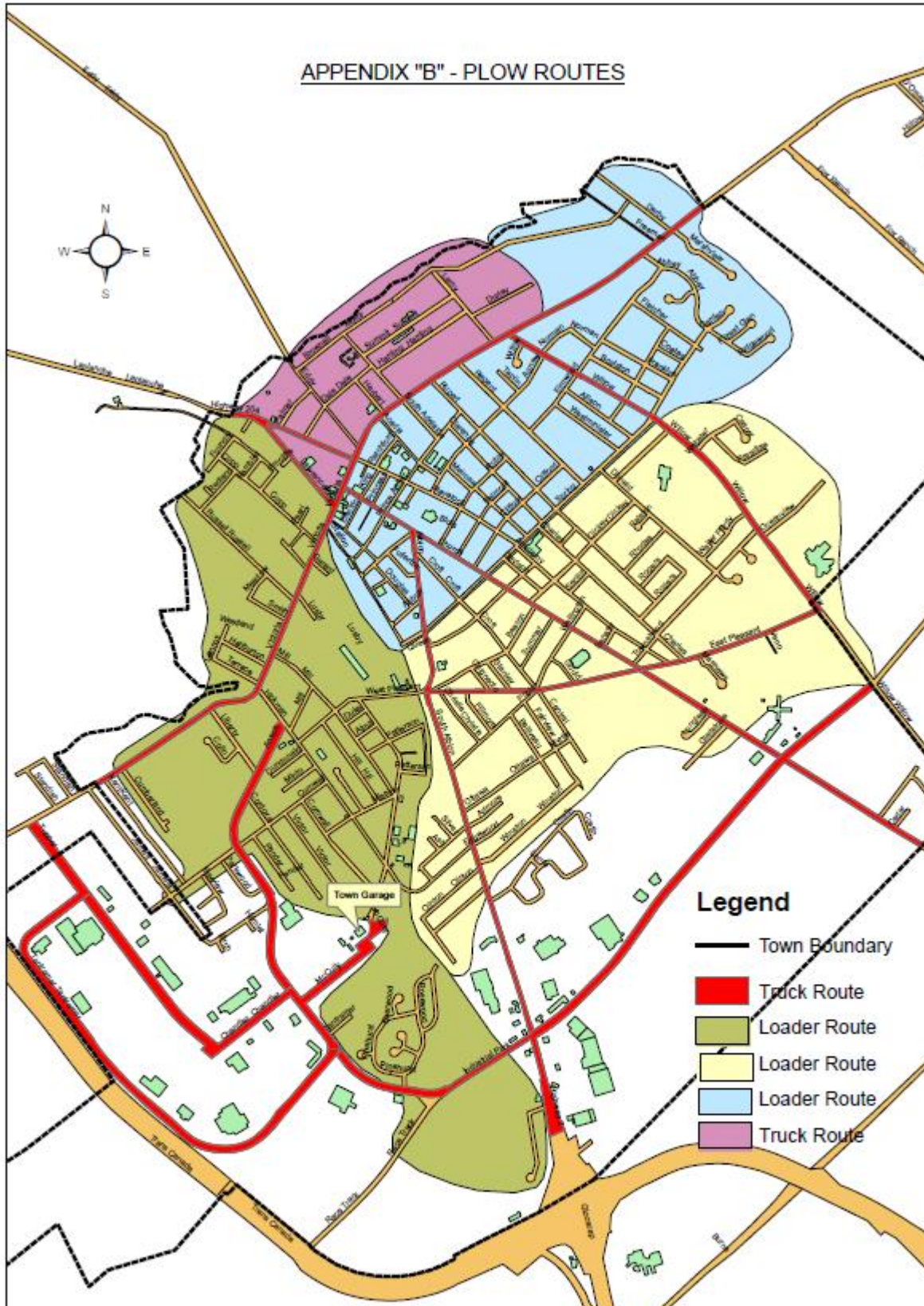
Within 48 hours of the accumulation of 10 or more centimetres of snow, the snow will be hauled away from the boulevards of Town Streets. (see page 4 of Snow and Ice Management Policy)

	COMPLETED	NOT REQUIRED BY DIRECTION OF CAO
Downtown Area	<input type="checkbox"/>	<input type="checkbox"/>
School Areas	<input type="checkbox"/>	<input type="checkbox"/>
Albion / S. Albion St.	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor: \_\_\_\_\_  
Signature

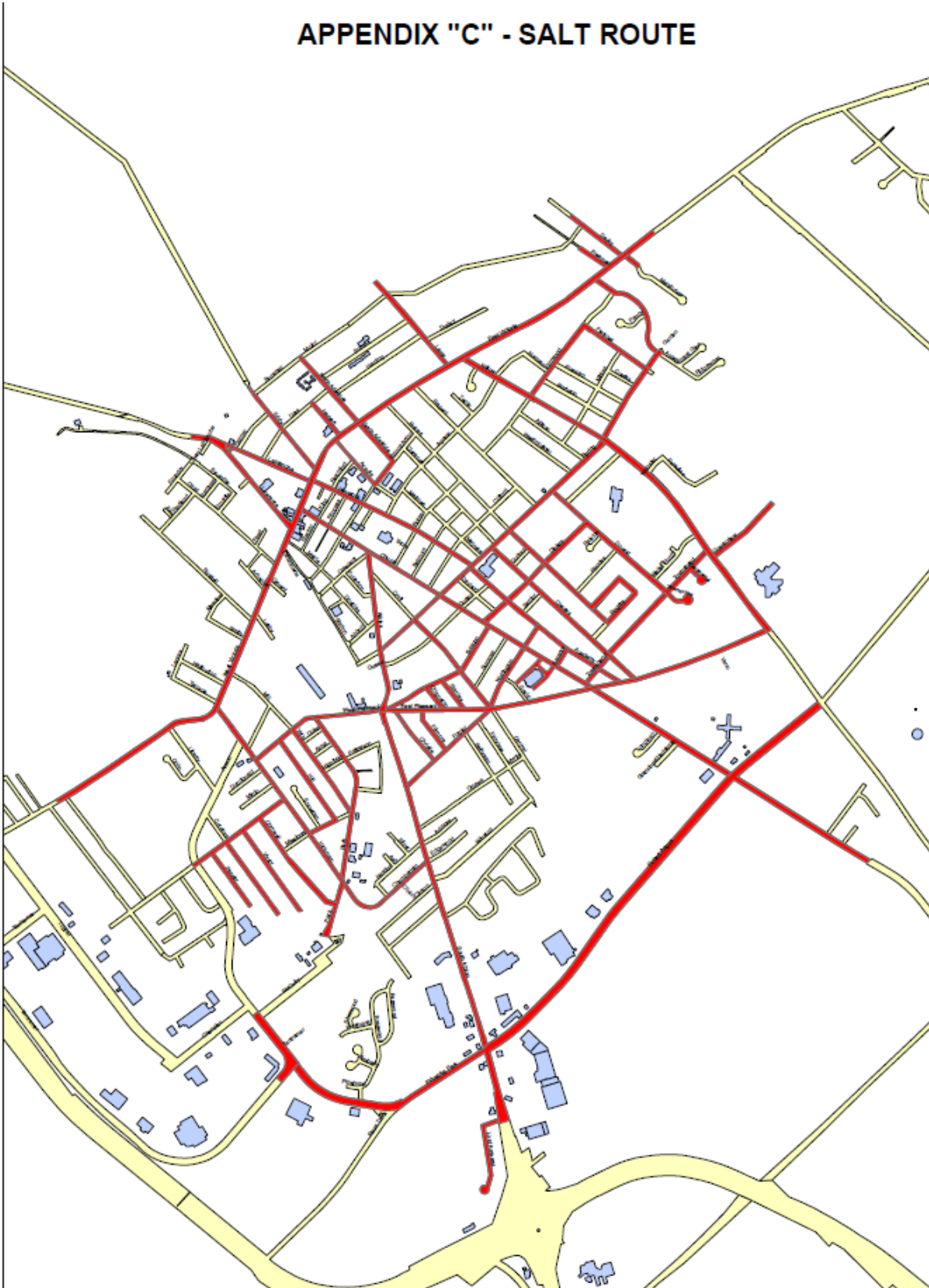
Date: \_\_\_\_\_  
dd/mm/yy

**TITLE:** SNOW AND ICE MANAGEMENT PROCEDURE  
**SECTION:** ENGINEERING & PUBLIC WORKS  
**POLICY NO.:** 31600-25P



**TITLE: SNOW AND ICE MANAGEMENT PROCEDURE**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25P**

**APPENDIX "C" - SALT ROUTE**



**TITLE: SNOW AND ICE MANAGEMENT PROCEDURE**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25P**

### APPENDIX "D" - SALT ROUTE DIRECTIONS

When the primary salt truck is called out, the operator will respond to site specific areas which require immediate attention as instructed by police dispatch or management. (i.e.: cars sliding through an intersection) Once the primary salt truck operator has commenced the salt route they will not deviate from the designated route outlined below. If necessary, a second truck will be dispatched to salt slippery areas which are not on the priority route. Streets which are not on the priority salt route are to be salted at intersections only. In extreme slippery conditions (i.e.: freezing rain storm) one pass down the centre of streets not on the priority salt route may be required.

<b>STREET</b>	<b>FROM</b>	<b>TO</b>	<b>COMMENTS</b>
Park St.	Town Garage	Hickman St.	Turn Left
Hickman St.	Park St.	West Pleasant St.	Turn Right
West Pleasant St.	Hickman St.	South Albion St.	Turn Right
South Albion St.	West Pleasant St.	Lord Amherst Dr.	Salt Lord Amherst Dr.
South Albion St.	Lord Amherst Dr.	Ind. Park Dr.	Turn Left
Ind. Park Dr.	South Albion St.	Tantramar Cr.	Turn Left
Tantramar Cr.	Ind. Park Dr.	D'way Ind. Mall	Turn Around
Ind. Park Dr.	Tantramar Cr.	McCully St.	Turn Around
Ind. Park Dr.	McCully St.	South Albion St.	Go Straight
Robert Angus Dr.	South Albion St.	Church St	Turn Right
Church St.	Robert Angus Dr.	Town Boundary	Turn Around
Robert Angus Dr.	Church St.	Willow St.	Turn around
Robert Angus Dr.	Willow St.	South Albion St.	Turn Right
South Albion St.	Robert Angus Dr.	Church St.	Turn Right
Church St.	Albion St.	Robert Angus Dr.	Turn Around
Church St.	Robert Angus Dr.	East Victoria St.	Turn Right
East Victoria St.	Church St.	South Adelaide St.	Turn Right
South Adelaide St.	East Victoria St.	Prince Arthur St.	Turn Right
Prince Arthur St.	South Adelaide St.	Acadia St.	Turn Right
Acadia St.	Prince Arthur St.	East Victoria St.	Turn Right
East Victoria St.	Acadia St.	Abbey Road	Turn Right
Abbey Road	East Victoria St.	Spring St.	Turn Around

**TITLE: SNOW AND ICE MANAGEMENT PROCEDURE**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25P**

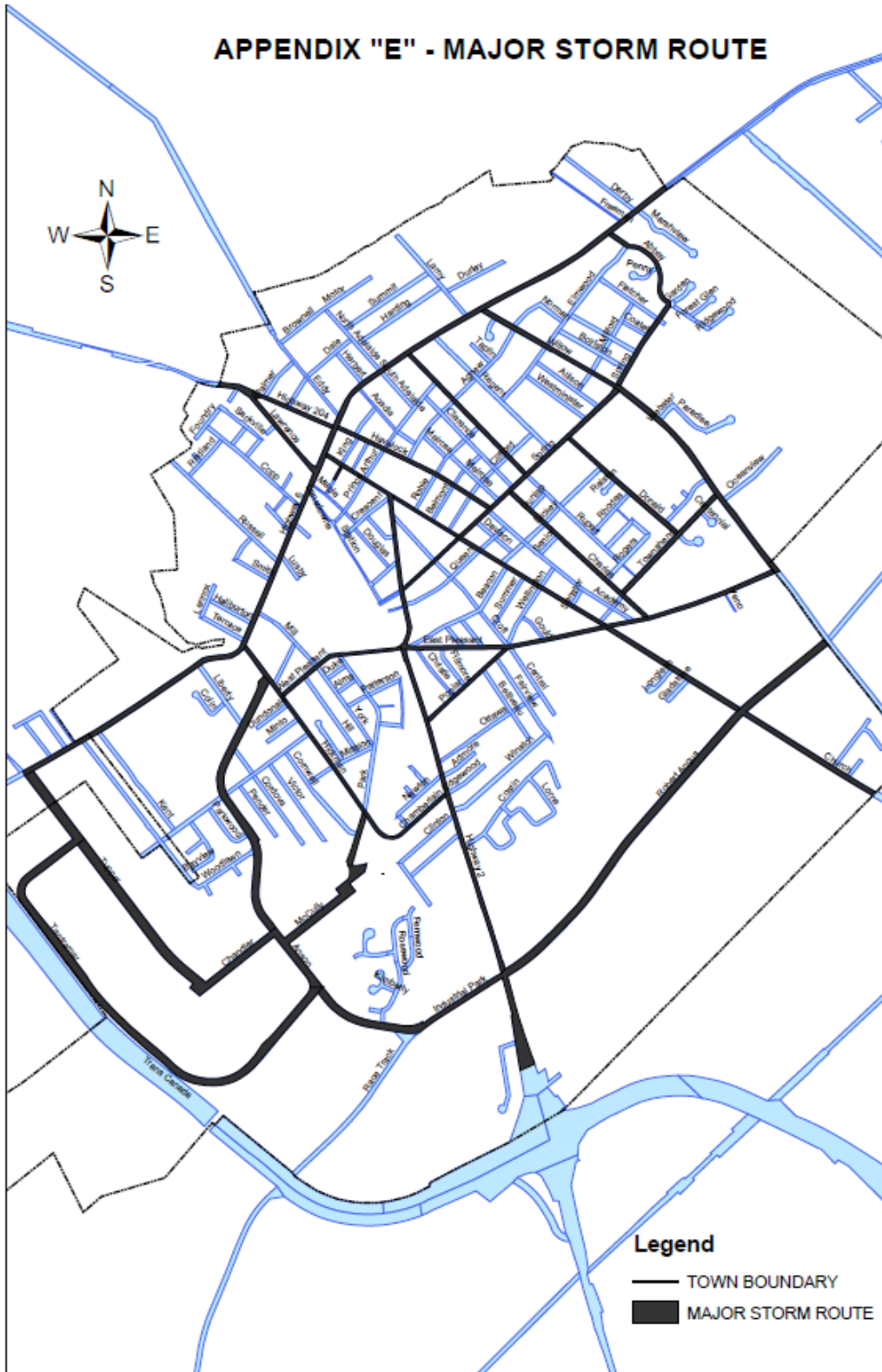
STREET	FROM	TO	COMMENTS
Abbey Road	Spring St.	East Victoria St.	Turn Right
East Victoria St.	Abbey Rd.	Marshview Dr.	Turn Right
Marshview Dr.	East Victoria	"Hill"	Turn Around
East Victoria St.	Marshview Dr.	Town Boundary	Turn Around
East Victoria St.	Town Boundary	Derby St.	Salt Derby St.
East Victoria St.	Derby St.	Freeman St.	Salt Freeman St.
East Victoria St.	Freeman St.	Lamy St.	Salt Lamy St.
East Victoria St.	Lamy St.	North Adelaide St.	Salt North Adelaide St
East Victoria St.	North Adelaide St.	Herbert St.	Salt Herbert St.
East Victoria St.	Herbert St.	Eddy St.	Salt Eddy St.
East Victoria St.	Eddy St.	LaPlanche St.	Turn Right
LaPlanche St.	East Victoria St.	Town Boundary	Turn Around
LaPlanche St.	Town Boundary	Lawrence St.	Stay To Right
Lawrence St.	LaPlanche St.	East Victoria St.	Turn Around
Lawrence St.	East Victoria St.	LaPlanche	Turn Right
LaPlanche St.	Lawrence St.	East Victoria St.	Turn Right
East/West Victoria St.	LaPlanche St.	Town Boundary	Turn Around
West Victoria St.	Town Boundary	Hickman St.	Turn Right
Hickman St.	West Victoria St.	West Pleasant St.	Turn Around
Hickman St.	West Pleasant St.	West Victoria St.	Turn Right
West Victoria St.	Hickman St.	Havelock St.	Turn Right
Havelock St.	East Victoria St.	Spring St.	Go Straight
Academy St.	Spring St.	East Pleasant St.	Turn Right
East Pleasant St.	Academy St.	South Albion St.	Turn Left
South Albion St.	East Pleasant St.	Chamberlain St.	Turn Right
Chamberlain St.	South Albion St.	Park St.	Turn Left
Park St.	Chamberlain St.	Town Garage	<b>RE-LOAD TRUCK</b>
Park St.	Town Garage	West Pleasant St.	Turn Right
West Pleasant St.	Park St.	East Pleasant St.	Go Straight
East Pleasant St.	South Albion St.	Christie St.	Turn Right
Christie St.	East Pleasant St.	Poplar St.	Turn Left
Poplar St.	Christie St.	Fillmore St.	Turn Left
Fillmore St.	Poplar St.	East Pleasant St.	Turn Right
East Pleasant St.	Fillmore St.	Chignecto St.	Turn Left
Chignecto St.	East Pleasant St.	Beacon St.	Turn Right
Beacon St.	Chignecto St.	Stanley St.	Turn Right
Stanley St.	Beacon St.	East Pleasant St.	Turn Left
East Pleasant St.	Stanley St.	Croft St.	Turn Left
Croft St.	East Pleasant St.	Spring St.	Turn Right
Spring St.	Croft St.	Abbey Rd.	Turn Around
Spring St.	Abbey Rd.	Fletcher Dr.	Turn Right
Fletcher Dr.	Spring St.	Elmwood Dr.	Turn Left
Elmwood Dr.	Fletcher Ave.	Willow St.	Turn Right
Willow St.	Elmwood Dr.	East Victoria St.	Turn Around

**TITLE:** SNOW AND ICE MANAGEMENT PROCEDURE  
**SECTION:** ENGINEERING & PUBLIC WORKS  
**POLICY NO.:** 31600-25P

STREET	FROM	TO	COMMENTS
Willow St.	East Victoria St.	East Pleasant St.	Turn Right
East Pleasant St.	Willow St.	Charles St.	Turn Right
Charles St.	East Pleasant St.	Spring St.	Turn Right
Spring St.	Charles St.	Rupert St.	Turn Right
Rupert St.	Spring St.	Rogers Ave.	Turn Left – Salt Loop
Rupert St.	Rogers Ave.	Dickey St.	Turn Right
Dickey St.	Rupert St.	Donald St.	Turn Right
Donald St.	Dickey St.	Townshend Ave.	Go Straight
Townshend Ave.	Townshend Ave.	Around Cul-de-sac	Turn Right
Townshend Ave.	Townshend Ave.	Centennial Ct.	Turn Right
Centennial Ct.	Townshend Ave.	Around Cul-de-sac	Turn Right
Townshend Ave.	Centennial Ct.	Willow St.	Turn Right
Willow St.	Townshend Ave.	Oceanview Dr.	Turn Left
Oceanview Dr.	Willow St.	End	Turn Around
Willow St.	Oceanview St.	Townshend Ave.	Turn Left
Townshend Ave.	Willow St.	Church St.	Turn Right
Church St.	Townshend Ave.	Stadium	Turn Left
Stadium	-	-	Loop Through Parking
Church St.	Stadium	Senator Ave.	Turn Left
Senator Ave.	Church St.	Academy St.	Turn Left
Academy St.	Senator Ave.	Wellington St.	Turn Left
Wellington St.	Academy St.	Poplar St.	6 Way Stop
Poplar St.	Wellington St.	South Albion St.	Turn Right
South Albion St.	Poplar St.	East Pleasant St.	Turn Right
Beacon St.	East Pleasant St.	Church St.	Turn Left
Dickey St.	Church St.	Donald Ave.	Turn Left
Donald Ave.	Dickey St.	Spring St.	Turn Left
Spring St.	Donald Ave.	Albion St.	Turn Left
Albion St.	Spring St.	West Pleasant St.	Turn Right
West Pleasant St.	Albion St.	Park St.	Turn Left
Park St.	West Pleasant St.	York St.	Turn Right
York Street	Park St.	West Pleasant St.	Turn Left
West Pleasant St.	York St.	Hill St.	Turn Left
Hill St.	West Pleasant St.	Mission St.	Turn Right
Mission St.	Hill St.	Hickman St.	Turn Right
Hickman St.	Mission St.	Cornwall St.	Turn Left
Cornwall St.	Hickman St.	Anson Ave.	Turn Around
Cornwall St.	Anson Ave.	Pender St.	Salt Pender St.
Cornwall St.	Pender St.	Cordova St.	Salt Cordova St.
Cornwall St.	Cordova St.	Victor St.	Salt Victor St.
Cornwall St.	Victor St.	Cornwall Ave.	Turn Right
Cornwall Ave.	Cornwall St.	Park St.	Turn Right
Park St.	Cornwall Ave.	Town Garage	Re-Fill Brine Tanks

**TITLE: SNOW AND ICE MANAGEMENT PROCEDURE**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO.: 31600-25P**

**APPENDIX "E" - MAJOR STORM ROUTE**



**TITLE:** SNOW AND ICE MANAGEMENT PROCEDURE  
**SECTION:** ENGINEERING & PUBLIC WORKS  
**POLICY NO.:** 31600-25P

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
<b>Director of Operations</b>	<ul style="list-style-type: none"> <li>• Ensure the procedure is reviewed periodically and updated as needed to reflect changes in best practices and ensure it meets the needs of the Town.</li> <li>• Be able to interpret and explain procedure content</li> </ul>
<b>CAO</b>	Review recommended procedural changes for approval (approve, reject or edit)
<b>Operations Staff</b>	<ul style="list-style-type: none"> <li>• Implement and follow operating procedure</li> </ul>

For Administrative Use Only:

## VERSION LOG

Amendment Description	Procedure Owner	Approved By	Approval Date
New Procedure Created	Director of Operations	CAO	

# SYNOPSIS

## BY-LAW TO AMEND THE COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW P-9 SECOND READING

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The Commercial Development Support Program Bylaw was adopted in September of 2017 and allows a property owner who is undertaking a new construction or a significant expansion to phase in the increased taxes as a result of the increased assessment of their property over a ten-year period, resulting in a tax savings of 50%, over this time frame. In the last year, the Town paid out \$426,516 for this initiative.

The proposed by-law amendments phase in the taxes for the new assessment over five years as opposed to the current ten years. In addition, amendments include capping the rebate paid to a maximum of \$100,000 annually and updating the map in Schedule A – Land Use Zoning Map.

These changes will only impact new agreements from May 1, 2026, on; all current agreements would be honoured in their current form.

Given our significant capital investment in our new business park, these changes will allow the Town to recoup our costs earlier and grow our assessment base to the benefit of all taxpayers.

### **MOTION:**

**That Council give Second Reading of the By-law to Amend the Commercial Development Support Program By-law P-9.**



**AMHERST TOWN COUNCIL**

**RFD# 2026037**

**Date: March 23, 2026**

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

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

**DATE:** March 23, 2026

**SUBJECT:** Commercial Development Support Program By-law P-9

**ORIGIN:** October 2025 COW Agenda Memo from CAO.

**LEGISLATIVE AUTHORITY:** MGA Sections 71 (D – E) Commercial Development District. Town of Amherst Commercial Development Support Program By-law P-9.

**RECOMMENDATION:** That Council give Second Reading of the By-law to Amend the Commercial Development Support Program By-law P-9.

**BACKGROUND:** The Commercial Development Support Program Bylaw P-9 was adopted in September of 2017. The original bylaw provided tax savings to businesses over a period of 10 years. These savings were automatically provided to the businesses annually.

**DISCUSSION:** Our current Commercial Development Support Program Bylaw allows a property owner who is undertaking a new construction or a significant expansion to phase in the increased taxes as a result of the increased assessment of their property over a ten-year period. This provides a tax savings of 50%, over ten years for the property owner. Obviously, this means that the Town does not realize the total value of the increased assessment for 10 years. Anecdotally, this practice has not had a huge impact on the decision to build or expand most businesses that have benefited from this initiative. In the last year, the Town paid out \$426,516 for this initiative.

Totally removing this support may be detrimental to our new industrial park. However, we could alter our phase-in schedule to provide the Town with additional revenue earlier while still supporting new business development. The proposed by-law amendment phases in the taxes for the new assessment over five years (for agreements from May 1, 2026 on) as opposed to the current ten years.

YEARS	Rebate %		YEARS	Rebate %
1	90%		1	90%
2	80%		2	70%
3	70%		3	50%
4	60%		4	20%
5	50%		5	10%
6	50%			
7	40%			
8	30%			
9	20%			
10	10%			

In addition, amendments include capping the rebate paid to a maximum of \$100,000 annually and updating the map in Schedule A – Land Use Zoning Map.



These changes will only impact new agreements from May 1, 2026, on. All current agreements would be honoured in their current form.

Given our significant capital investment in our new industrial park, the above changes will allow the Town to recoup our costs earlier and grow our assessment base to the benefit of all taxpayers.

It should be noted that Cumberland County currently has a Commercial Development Support By-law that phases in the assessment increase over a ten-year period. Colchester County and Moncton do not have such a by-law.

At the February 17<sup>th</sup>, 2026, Committee of the Whole meeting, Council directed staff to determine whether the Town has the authority to terminate the Phased-In Assessment Agreement if the property owner ceases operations. Staff have asked the Province to provide an opinion on whether such authority exists; however, the Province has indicated that an opinion is unlikely to be provided in time for First Reading.

Regardless, even if one assumes that such authority exists, staff do not believe further amendments to the Bylaw are necessary for the following reasons:

1. Section 10 of the Phased-In Assessment Agreement grants the Town authority to terminate the agreement or require remedies if the owner files for bankruptcy, becomes insolvent, or willfully defaults on payment to a contractor, supplier, or creditor.
2. The rebate is based on the increase in assessment resulting from a real property investment, the value of which would largely remain even if the business ceased operations. In other words, property taxes remain payable regardless of whether the business is operating.
3. If the assessment decreases significantly, the rebate must be reduced or eliminated to comply with the 50% maximum rebate.
4. In practice, it may be difficult to determine if and when a business has ceased operations. Similarly, administering such a provision in a multi-tenant development—where individual tenants may vacate or cease operations—would be challenging.

For the reasons noted above, particularly item 1, staff do not believe further amendments are necessary or advisable.

**FINANCIAL IMPLICATIONS:** These changes will allow the Town to recoup our costs earlier and grow our assessment base to the benefit of all taxpayers.

**COMMUNITY ENGAGEMENT:** Council gave First Reading at their regular meeting in February. Notice of Intent to give Second Reading appeared on the Town of Amherst Website March 5<sup>th</sup>. Should Council give Second Reading, Notice of Approval will be advertised as per the MGA requirements.

**ENVIRONMENTAL IMPLICATIONS:** No environmental implications.

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

**ALTERNATIVES:**

1. Do not accept the recommended changes and keep the by-law as is.
2. Make additional changes to the bylaw.

**ATTACHMENTS:** By-law to Amend, and the Commercial Development Support Program Bylaw P-9 with changes in red.

**BY-LAW TO AMEND THE COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW P-9**

The Commercial Development Support Program By-law P-9 is hereby amended as follows:

In the first paragraph, change 10 years to 5 years and add the wording “from May 1, 2026, forward”

**SHORT TITLE**

Fix spelling errors to change aslo to “also” and know to “known”

**APPLICATION**

Add the words “Mixed Use, Business Park, and”

**REBATE CALCULATION**

Remove the current table and add the following table

Year	Rebate (as % of the rebate eligible assessment)	Maximum Annual Rebate Amount Paid
1	90	\$100,000
2	70	\$100,000
3	50	\$100,000
4	20	\$100,000
5	10	\$100,000

**REBATE LIMITS**

Add the words “The maximum annual rebate paid will be \$100,000. Any assessment increase that calculates a rebate amount over \$100,000 will be capped at \$100,000 annually.”

**PAYMENT**

Section 26 - Remove the word “disposition” and replace it with ‘decision”

**SCHEDULE A OF THE BY-LAW**

Replace the Land Use By-law Zoning Map in its entirety

**SCHEDULE B - THE AGREEMENT - DEFINITIONS**

Section 2.5 - Change 10 years to 5 years and add the words “for agreements from May 1, 2026, forward.”

**ASSESSMENT REBATE FUNDING CALCULATION**

Section 4.2 - Add the words “The maximum annual rebate will be \$100,000. Any assessment increase that calculates a rebate amount over \$100,000 will be capped at \$100,000 annually.”

Section 4.6 - Change ten to “five”

**FUNDING PAYMENT**

Section 5.1 Change ten (10) to “five (5)” and add the words “(for agreements from May 1, 2026, forward)”

**CONDITIONS OF PAYMENT**

Section 6.2 change “A” to “An”

**ADDITIONAL PROVISIONS**

Section 12.1(c) change 10 to 5 and add the words “for agreements from May 1, 2026, on”

**REGISTRATION**

Section 12.4 - Remove this section in its entirety and renumber the remaining parts in this section.

**SCHEDULE B – EXAMPLE OF ASSESMENT REBATE CALCULATION**

Remove this section in its entirety and replace it with the following

**SCHEDULE B**  
**EXAMPLE OF ASSESMENT REBATE CALCULATION**

**A. Pre-Development Base Year Taxable Assessed Value:**

(1)	
Base Year	Base Year Taxable Assessed Value
2026	\$150,000

**B. Post-Development Actual Taxable Assessment Value:**

		(2)	(3)
Years	Rebate Year	Actual Taxable Assessed Value	Current Commercial Municipal General Tax Rate (excluding any area rates)
1	2027	\$350,000 *	4.059
2	2028	350,000	4.059
3	2029	350,000	4.059
4	2030	350,000	4.059
5	2031	350,000	4.059

\*The PVSC assessment in the year following the completion of the development. This amount will NOT change for purposes of the rebate calculation.

**C. Assessment Rebates:**

	(4)	(5)=(2-1)	(6) = (5 x 3)	(7) = (6 x 4)	(8) = (7/6)	
Years	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable	Maximum Annual Rebate Amount \$100,000
1	90	\$200,000	\$8,118	\$7,306	90.0%	
2	70	200,000	8,118	5,683	80.0%	
3	50	200,000	8,118	4,059	70.0%	
4	20	200,000	8,118	1,624	57.5%	
5	10	200,000	8,118	812	48.0%	
Totals (9) & (10):			\$40,590	\$19,483		
Re-calculate:			50%			
Total Allowable Rebate:			\$20,295	\$19,483		

- If the program ends at any point before the cumulative payout falls below 50%, the rebate needs to be adjusted down accordingly.
- The cumulative payable must be below 50% by the end of the phase-in period.
- The maximum annual rebate amount is \$100,000. Any assessment increase that calculates a rebate amount over \$100,000 will be capped at \$100,000 annually.

**SCHEDULE C OF THE AGREEMENT**

Remove the second “S” to correctly read “CDS Bylaw – Town of Amherst”

**SCHEDULE E OF THE AGREEMENT - ASSESSMENT REBATE CALCULATION**

Remove this section in its entirety and replace it with the following

**SCHEDULE E**  
**ASSESSMENT REBATE CALCULATION**

Address:

Property Identification No:

**A. Pre-Development Base Year Taxable Assessed Value:**

Base Year	(1) Base Year Taxable Assessed Value
	\$

**B. Post-Development Actual Taxable Assessment Value:**

Years	Rebate Year	(2) Actual Taxable Assessed Value*	(3) Current Commercial Municipal General Tax Rate (excluding any area rates)
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	

\*The PVSC assessment in the year following the completion of the development. This amount will not change for purposes of the rebate calculation.

**C. Assessment Rebates:**

Years	(4) Rebate %	(5)=(2-1) Rebate Eligible Assessment	(6) = (5 x 3) Rebate Eligible Taxes	(7) = (6 x 4) Rebate Amount \$	(8) Cumulative % Payable	Maximum Annual Rebate Amount \$100,000
1	90	\$	\$	\$		
2	70	\$	\$	\$		
3	50	\$	\$	\$		
4	20	\$	\$	\$		
5	10	\$	\$	\$		
Totals (9) & (10):			\$	\$		
Re-calculate:			50%	\$		
Total Allowable Rebate:			\$	\$		

- If the program ends at any point before the cumulative payout falls below 50%, the rebate needs to be adjusted down accordingly.
- The cumulative payable must be below 50% by the end of the phase-in period.
- The maximum annual rebate amount is \$100,000. Any assessment increase that calculates a rebate amount over \$100,000 will be capped at \$100,000 annually.

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
**BYLAW NO: P-9**

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

~~**TOWN OF AMHERST  
BYLAW RESPECTING A COMMERCIAL DEVELOPMENT SUPPORT PROGRAM  
IN THE TOWN OF AMHERST**~~

WHEREAS it is desirable to permit the phasing-in, over a period of up to ~~40~~ 5 years from May 1, 2026 forward, of an increase to the taxable assessed value of commercial properties located in the Town of Amherst Commercial Development District and further to provide a partial rebate of taxes paid by the owner during the phasing-in period;

AND WHEREAS Chapter 13 of the Acts of 2016 amended the Municipal Government Act (Chapter 18 of the Acts of 1998) to create Sections 71C and 71D, which allows the Town with the approval of the Minister of Municipal Affairs to pass this Bylaw;  
The Council of the Town of Amherst, under the authority of the Municipal Government Act, pursuant to Section 71C and subject to approval of the Minister in Section 71D, enacts the following Bylaw:

**SHORT TITLE**

1. This Bylaw shall be known as Bylaw No. P-9, and may be cited as the “Commercial Development Support Bylaw”. ~~(also~~ also known as the CDS Bylaw)

**APPLICATION**

2. This Bylaw shall apply to a property which meets the definition of an eligible property as defined in subsection 71C(1) of the *Municipal Government Act*, if that property is located within the **Commercial Development District (CDD)** as prescribed in the *Town of Amherst Municipal Planning Strategy* and as depicted in the Industrial, Comprehensive Development District, **Mixed Use, Business Park, and** all Commercial Zones on the Land Use Zoning Map, attached as Schedule A of this Bylaw.

**DEVELOPMENT SUPPORT PROGRAM**

3. The **Development Support Program** is established to provide assistance to owners of eligible property by providing the possibility of an annual partial rebate on taxes paid by the owner if the owner has undertaken development of their property in the CDD. The rebates are designed to stimulate building construction and the expansion of the economy of the Town.
4. The Development Support Program may provide a participating owner with a partial rebate on taxes paid on an eligible property by utilizing all or a portion of the “Rebate Eligible Assessment.”
5. Prior to receiving a Development Support, an owner of an eligible property must enter into Phased In Assessment Agreement with the Town.

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
**BYLAW NO: P-9**

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## DEVELOPMENT

6. An eligible property must undergo development before the owner of the property can participate in the Development Support Program.

## DEFINITIONS

7. **Development** means any new building, expansion of an existing building, or any renovation that requires a Building Permit and has a minimum project cost of \$25,000.

8. **Rebate Eligible Assessment** means the amount calculated using the following formula:

Rebate Eligible Assessment = Actual Taxable Assessed Value – Base Year Taxable Assessed Value

9. **Base Year Taxable Assessed Value** means the Taxable Assessed Value applicable for the taxation year in which a Phased In Assessment Agreement is signed for the eligible property upon which development is to be constructed. The Base Year Taxable Assessed Value means the Taxable Assessed Value shall be fixed in this manner for the purpose of determining the Rebate Eligible Assessment for the development of the eligible property subject to any adjustment arising from assessment appeals or changes to the Taxable Assessed Value made by the Property Valuation Service Corporation (PVSC) through requests for reconsideration, and shall remain unchanged for the duration of the term of the Development Support Program for the eligible property.
10. **Actual Taxable Assessed Value** means the Taxable Assessed Value is established by the PVSC in the year following the completion of the Development. For further clarity, the Actual Taxable Assessed Value will not change for the purposes of the Development Support over the course of the program.

## PHASED IN ASSESSMENT AGREEMENT

11. (1) As a condition of the Development Support Program, an owner of an eligible property must enter into an agreement with the Town (hereinafter referred to as the “**Phased In Assessment Agreement**”). The Phased In Assessment Agreement signed by the parties will be substantially the same as the form agreement attached as Schedule B to this Bylaw and forming part of the Bylaw.
- (2) A Phase In Assessment Agreement establishes the eligibility criteria for the Development Support Program and the limits on the program as established in this Bylaw. In the event of a conflict between a Phased In Assessment Agreement and the Bylaw, the provisions of this Bylaw shall prevail.

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
**BYLAW NO: P-9**

**REBATE CALCULATION**

12. An annual Assessment Rebate amount shall be calculated as the following percentage of the equivalent of the Rebate Eligible Assessment:

Year	Rebate (as % of the rebate eligible assessment)
1	90
2	80
3	70
4	60
5	50
6	50
7	40
8	30
9	20
10	10

Year	Rebate (as % of the rebate eligible assessment)	Maximum Annual Rebate Amount Paid
1	90	\$100,000
2	70	\$100,000
3	50	\$100,000
4	20	\$100,000
5	10	\$100,000

**REBATE LIMITS**

13. The total of Assessment Rebates provided over the term of participation in the program must not result in calculation of the total increase in taxes payable during the phase-in period being less than fifty percent of the total increase in taxes that would be payable during the same period in the absence of the application of the program formula.

The maximum annual rebate paid will be \$100,000. Any assessment increase that calculates a rebate amount over \$100,000 will be capped at \$100,000 annually.

**ADJUSTMENTS**

14. In the event there are any subsequent changes to the total taxes payable in any year due to reductions resulting from assessment appeals, and where such tax changes occur after rebate amounts have been paid, future year rebate entitlements may be reduced accordingly. Any overpayment of rebate amounts arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Town.

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**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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## **DURATION**

15. Assessment Rebates will only become payable to the owner after the eligible property is first reassessed by PVSC to fully reflect the development that the owner is receiving the rebate for.
16. All rebates will cease if during the program term the building is demolished except to expand an eligible use. Rebate amounts that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated bases to reflect the date of the demolition.

## **STAGED DEVELOPMENT**

17. In the case of a staged development, where one portion of a property is developed in advance of others, each portion of the property will be treated as a separate property. The first rebate payment of the component of the Development Support Program will be based on the Rebate Eligible Assessment arising from the increased assessment on the first portion of the development. As other portions of the property are developed, and which result in further assessment increases, the property owner may apply to further participate in the Development Support Program based on the additional Rebate Eligible Assessment, subject to the continued availability of the Development Support Program and the owner's ability to meet the eligibility requirements and rebate entitlements in place at that time.

## **CONDOMINIUMS**

18. If a development of an eligible property is condominiumized, each condominium unit will be treated as a stand-alone development and must be able to meet all eligibility requirements of the Development Support Program, independent of other condominium units.

## **REPEAL**

19. (1) In the event that this Bylaw, or any portion thereof, is repealed, any owner who has been accepted to participate in the Development Support Program prior to the date of repeal will benefit from the program, as applicable, in accordance with this Bylaw, despite its whole or partial repeal.

## **OTHER CONDITIONS**

20. An owner's application to the Development Support Program must be made prior to the issuance of a Building Permit for the Development of the property.
21. All proposed development must conform to all Provincial laws, Town Bylaws, policies, and processes and all improvements must be made pursuant to an approved Building Permit and applicable zoning requirements and Development approvals.
22. The applicant must be the owner of the eligible property or have the owner's written authorization to apply for the Development Support Program.

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**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
**BYLAW NO: P-9**

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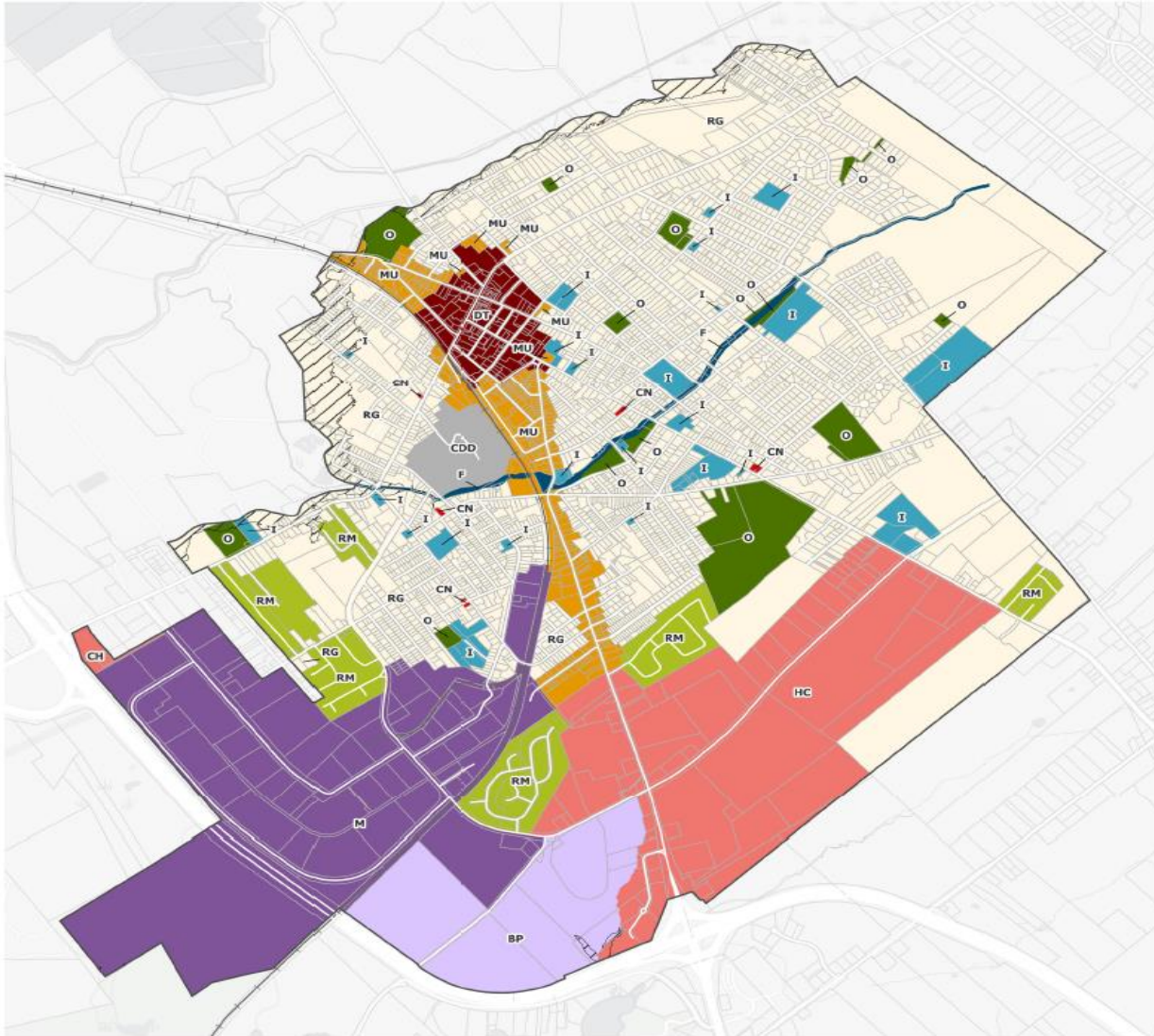
23. The owner of an eligible property must not be in arrears of property taxes or other fees and charges on the date that the Phased In Assessment Agreement is signed.

#### **PAYMENT**

24. Rebates may be provided once annually, in the last quarter of the year, provided that:
- a. There are no outstanding taxes, water rates, or other sums owed to the Town with respect to the property;
  - b. There are no outstanding work orders or orders or requests to comply from any municipal or provincial entity; and
  - c. All other eligibility criteria and conditions are met.
25. Assessment Rebates will not be applied as tax credits against property tax accounts.
26. In case of an assessment appeal, the Town reserves the right to withhold any further Assessment Rebates pending final ~~disposition~~ **decision** of the appeal.

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
**BYLAW NO: P-9**

**SCHEDULE "A"**





MAP

**Amherst Zoning**

SCHEDULE	LAST UPDATED	DATA SOURCE
—	2025.11.24	Prov. of NS
NORTH + SCALE		PROJ.
		NAD83 CSRS UTM 20 N

LEGEND

	CDD Comprehensive Development District		BP Business Park
	DT Downtown Commercial		I Institutional
	F Flood Plain		MU Mixed Use
	RG General Residential		RM Mini Home Residential
	CH Highway Commercial		CN Neighbourhood Commercial
	M Industrial		O Open Space
	Floodway Fringe Overlay		

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
**BYLAW NO: P-9**

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**SCHEDULE “B”** **Town of Amherst**  
**Phased In Assessment Agreement**

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**BETWEEN:**

(the “**Applicant**”)

- and –

TOWN OF AMHERST  
(the “**Town**”)

WHEREAS the Town adopted Bylaw No. P-9 cited as the “Commercial Development Support Bylaw” (CDS Bylaw), a partial rebate program consisting of annual rebates to participating owners who undertake development on eligible property in the Commercial Development District;

AND WHEREAS the Applicant is the registered owner or the person having the owner’s authorization, of an eligible property which is located within the Commercial Development District and has applied to the Town for participation in the Development Support Program for the Property described below in section 1 and in Schedule “A” of this Agreement (the “Property”);

AND WHEREAS the Town requires that a Phased In Assessment Agreement be entered into between the Applicant and the Town;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, covenants and agreements hereinafter contained on the part of the Applicant to be observed, fulfilled and performed as hereinafter required and the approval of the Applicant’s application for participation in the Development Support Program by the Town, subject to and in accordance with, the terms and conditions of this Agreement, the parties covenant and agree as follows:

**1. PROPERTY INFORMATION:**

**Applicant:**

Name of registered Property Owner:

Address of Property:

Property Identification Number(s):

Mailing Address of Owner:

Name of Agreement Recipient:

Mailing Address of Recipient:

The Legal Description of the Property as set out in Schedule “A” of this Agreement.

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**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
**BYLAW NO: P-9**

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## 2. DEFINITIONS:

Save and except as may be otherwise defined in this Agreement, the definitions of terms used in this Agreement shall be the same as the definitions for those terms as set out in the CDS Bylaw, No. P-9, and Section 71C of the Municipal Government Act, C18 of the Acts of 1998.

*Please note: the terms Actual Taxable Assessed Value, Base Year Taxable Assessed Value, Development, Rebate Eligible Assessment are defined in the CDS Bylaw.*

The following terms shall have the meaning set out below:

- 2.1 **Agreement** means this Phased-In Assessment Agreement which is entered into between the parties pursuant to sections 71C and 71D of the *Municipal Government Act*, and the CDS Bylaw No. P-9 enacted by the Council of the Town of Amherst and as amended from time to time.
- 2.2 **Applicant** means the owner of the property or a person having the owner's authorization to apply for the Development Support Program.
- 2.3 **CAO** means the Chief Administrative Officer of the Town. The CAO is the approving authority for purposes of this Agreement where authority is not required to come from Council.
- 2.4 **Treasurer** means the Director of Finance of the Town.
- 2.5 **Development Support Program** means program established by CDS Bylaw for a maximum period of ~~40~~ 5 years for agreements from May 1, 2026, forward.
- 2.6 **Assessment Rebate** means annual rebate amount calculated each year as set out in section 12 of the CDS Bylaw.
- 2.7 **Eligible Costs** means:
- Construction/retrofit/expansion costs as shown by the main Building Permit for the development;
  - The cost of associated studies and surveys;
  - The cost of development of plans and specifications; and
  - The cost of implementation and administration of the project including staff and professional service costs for architectural, engineering, legal, financial and planning services.

Eligible costs do not include any costs or portion thereof covered by any form of financial assistance from a Provincial or Federal government or a board or agency of such government.

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**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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**BYLAW NO: P-9**

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- 2.8 **Eligible Use** means permitted commercial or industrial uses as set out in the Town of Amherst Municipal Planning Strategy and Land Use Bylaw.
- 2.9 **Owner** means the registered owner(s) of the Property at the date this Agreement is signed.
- 2.10 **Property** means the Property described in section 1 and Schedule “A” of this Agreement.
- 2.11 **Recipient** means the Applicant, authorized to receive a Assessment Rebate.
- 2.12 **Town Solicitor** means the lawyer appointed by the Town for the purpose of registering this Agreement in the Registry of Deeds or under the Land Registration System, whichever is applicable.

### **3. PARTICIPATION IN ASSESSMENT REBATES PROGRAM**

- 3.1 The Applicant’s participation in the Development Support Program is conditional on the Applicant ensuring that at all times the following conditions are met:
- (a) The objectives and participation requirements of this Agreement and the CDS Bylaw, attached as Schedule “C” to this Agreement, are met from year to year;
  - (b) All applicable Provincial and Town requirements, policies and procedures are met;
  - (c) The Applicant is in compliance with all of the terms and conditions of this Agreement and is in conformance with all Building Permits and other regulatory approvals pertaining to the Property; and
  - (d) The property has undergone development.

### **4. ASSESSMENT REBATE FUNDING CALCULATION**

- 4.1 An Assessment Rebate is calculated by the Treasurer as a percentage of the Rebate Eligible Assessment as shown in Schedule “F” of this Agreement.
- 4.2 Prior to the commencement of the Development Support Program, the Treasurer shall determine the Base Year Taxable Assessed Value used to calculate the annual Rebate Eligible Tax Assessment and the corresponding annual Assessment Rebate payable to the Applicant. Following this determination, Schedule “F” will be amended annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the annual Assessment Rebate amount payable as determined by the Treasurer. **The maximum**

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**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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annual rebate paid will be \$100,000. Any assessment increase that calculates a rebate amount over \$100,000 will be capped at \$100,000 annually.

- 4.3 The Applicant shall have an opportunity to review the TREASURER's calculation of the Base Year Taxable Assessed Value prior to the finalization of Schedule "F"; however, the TREASURER's determination as to the calculation of the Base Year Taxable Assessed Value, and the amount of the Assessment Rebate, shall be final.
- 4.4 In calculating the annual Assessment Rebate payable for the development, the Rebate Eligible Assessment shall be calculated annually from the first year that the subject Assessment Rebate is payable, or the first year that the Owner elects to make the Annual Taxable Assessed Value election in accordance with this Agreement and CDS Bylaw.
- 4.5 The Assessment Rebate will be reduced by the Treasurer for the year in which an Assessment Rebate is paid, to reflect the amount of any rebate(s) of municipal taxes paid to the Owner, including but not limited to, rebates to reflect charitable status tax rebates related to the development. Any such reductions shall be in an amount reflecting the product of the municipal portion of taxes rebated and the Assessment Rebate percentage level applicable to that year.
- 4.6 The total of Assessment Rebates paid over a ~~ten~~ five year maximum term of the program must not exceed fifty percent (50%) of the total increase in taxes that would be payable during the same period in the absence of the application of the formula.

#### **REBATE ELIGIBLE ASSESSMENT**

- 4.7 Subject to sections 4.9 and 4.10 of this Agreement, the Base Year Taxable Assessed Value shall remain fixed for the duration of the Development Support Program.
- 4.8 The Rebate Eligible Assessment will be amended by the Treasurer, as necessary, to reflect changes to the total Municipal Property Taxes payable in any year, as a result of successful assessment appeals, requests for reconsideration, equity changes, gross errors or other changes to Actual Taxable Assessed Value that have the effect of changing the amount used to calculate the Actual Taxable Assessed Value.
- 4.9 Where the Rebate Eligible Assessment is amended in accordance with section 4.8, future Assessment Rebates shall be adjusted accordingly for the duration of the Development Support Program period. Such adjustments may reflect any overpayment of Assessment Rebate arising from successful assessment appeals that occur subsequent to the commencement of payment of Assessment Rebates.
- 4.10 If at any time the Owner appeals any assessment relating to the development that, in the opinion of the CAO, may impact the calculation of the Rebate Eligible Assessment, the

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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Town shall withhold any or all of the Assessment Rebate that would otherwise be paid for the development, based on a reasonable estimate of the reduction in assessment being sought, pending final disposition of the appeal. If as a result of the decision of the appeal body, the Actual Taxable Assessed Value is reduced below the amount determined in calculating the Rebate Eligible Assessment, then the reduced Rebate Eligible Assessment shall be the basis for determining the Assessment Rebate payable under this Agreement.

- 4.11 Where section 4.9 and 4.10 apply, any overpayment of an Assessment Rebate arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Town which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Town.
- 4.12 If at any point after the development is complete, additional work is proposed on the Property that is not part of the original Program application, but may serve to further increase the current year tax assessed value, such additional work shall not be included in the calculation of the Assessment Rebate in this Agreement, but may be the subject of a further Development Support Program application, subject to the continued availability of the Development Support Program and the eligibility requirements and rebate entitlements in effect at that time.

## 5. FUNDING PAYMENT

- 5.1 Subject to Section 6 of this Agreement, Assessment Rebate payments to a maximum of ~~ten (10)~~ five (5) annual payments (for agreements from May 1, 2026, forward) will commence being paid the first taxation year in which the Rebate Eligible Assessment is capable of being determined.
- 5.2 Assessment Rebates cannot be applied as tax credits against the Property Tax Account.

## 6. CONDITIONS OF PAYMENT

- 6.1 The CAO shall determine whether the Applicant has satisfied the participation requirements of this Agreement and the Schedules attached hereto.
- 6.2 An Assessment Rebate will only become payable after the property is first reassessed by the PVSC to fully reflect the development for which the Applicant might receive a rebate.
- 6.3 A rebate can only be paid once annually, in the last quarter of the year, provided that:
- (a) There are no outstanding taxes, water rates or other sums owed to the Town with respect to the property;
  - (b) There are no outstanding work orders and/or orders or requests to comply from any municipal or provincial entity; and
  - (c) All other required criteria and conditions are met.

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
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## 7. OWNERS OBLIGATIONS

### Compliance with Rebate Application

- 7.1 The Applicant shall undertake the development in accordance with the Development Support Program.

### Compliance with Town Directives

- 7.2 The Applicant shall strictly comply with and observe all material requirements, stipulations, guidelines and directives related to the Development Support Program as required by the Town, and shall undertake all necessary courses of action to ensure compliance.
- 7.3 The Applicant agrees that the development shall be completed in compliance with all required Building Permits, and constructed in accordance with the Nova Scotia Building Code Act and all applicable Land Use Bylaw requirements, Municipal requirements and other approvals required at law.

### Demolition/Conversion

- 7.4 The Applicant covenants to the Town that the development will not be demolished, in whole or in part or converted to an ineligible use, in whole or in part, prior to the advance of all of the payments over the term of this Agreement unless such demolition is required to enable property enhancement approved by the Town under the terms of this Agreement.
- 7.5 The Applicant shall ensure that the Property is maintained in its redeveloped condition in accordance with this Agreement.
- 7.6 The Applicant further covenants that if at any time during the Development Support Program the building which underwent development is demolished, in whole or in part, or converted to an ineligible use, in whole or in part, the CAO in his or her sole discretion will cease to advance future Assessment Rebates or reduce the amount of future Assessment Rebates on a pro-rated basis to reflect the date of the demolition or conversion.

### Payment of Costs

- 7.7 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:
- a) The onus and responsibility is upon the Applicant at all times to assume all costs of development and to apply for and obtain, at the Applicant's expense, all approvals and permits required from the Town and all other agencies including but not limited to all Municipal Planning Strategy Amendments, Land Use Bylaw Amendments, minor variances, site plan approval and building permits in accordance with all applicable legislation; and

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
**BYLAW NO: P-9**

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- b) The Owner remains responsible at all times for the payment in full of all amounts in respect of property taxes, water and any other charges that may be levied by the Town relating to the Property as and when they fall due.

### **Development Permits**

- 7.8 Applications for Development Support Program must be made prior to the issuance of the first Building Permit for the development.

## **8. ASSIGNMENT**

- 8.1 The Applicant covenants to the Town that if the Owner intends to sell, transfer or assign the Property or if for any reason the Property ceases to be registered in the Owner's name prior to the advance of all of the Assessment Rebate payments, the Applicant will immediately notify the CAO in writing of such change or proposed change of ownership.
- 8.2 The payment of Assessment Rebates shall cease upon the sale, transfer or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Owner and the new owner enter into an agreement with the Town, in a form and content satisfactory to the CAO and the Town Solicitor, in which it is agreed that either:
  - a) the new owner shall have the right to participate in the Development Support Program;  
or
  - b) the Applicant shall continue to receive the Assessment Rebates

**Provided that:**

- c) the new owner shall assume the Applicant's obligations under this Agreement from and after the date of completion of such sale, transfer or assignment;
- and**
- d) the new owner shall require that any subsequent owner(s) of the Property shall assume the Applicant's obligations under this Agreement.
- 8.3 It is the responsibility of the Applicant or Owner to provide in writing to the CAO change in Recipient. It is at the discretion of the CAO to determine if an adjustment to the Assessment Rebate identification of a new Recipient by the Applicant.

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
**BYLAW NO: P-9**

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## 9. TOWN RIGHTS

### No Representation

- 9.1 Nothing in this Agreement shall be construed to be a representation by the Town regarding compliance of the Property with any applicable legislation, regulations, policies, standards, permits, approvals or Bylaws.

### No Claim for Compensation or Reimbursement

- 9.2 In the event that any of the conditions of this Agreement are not fulfilled and an Assessment Rebate is not advanced, or required to be repaid, or the Assessment Rebate payments cease, or are delayed, the Applicant or Owner agrees that notwithstanding any costs or expenses incurred by the Applicant or Owner, the Applicant or Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the Town and that the Town is not liable to the Applicant or Owner for losses, damages, interest, or claims which the Applicant or Owner may bear as a result of the lapse of time (if any) where the Town is exercising its rights herein to either delay a payment pending the Applicant or Owner's compliance with this Agreement or to terminate this Agreement.

## 10. DEFAULT AND REMEDIES

- 10.1 Subject to section 10.3, on the occurrence of a Default under this Agreement, the Town shall be entitled to all available remedies to terminate or enforce this Agreement, including but not limited to:
- a) immediate termination and cessation or delay of the release of an Assessment Rebate otherwise payable to the Applicant; and
  - b) requiring the Applicant or Owner to immediately repay to the Town all or a portion of any Assessment Rebates paid to the Applicant or Owner together with interest at the established Town rates.
- 10.2 A default under this Agreement (“**Default**”) shall be deemed to occur upon the failure of the Applicant or Owner to perform any of the obligations of the Applicant or Owner contained in this Agreement or to comply with all of the terms and conditions contained in this Agreement, included but not limited to the following:
- a) failure by the Applicant or Owner to satisfy the minimum requirements as set out in this Agreement and the CDS Bylaw;
  - b) failure by the Applicant or Owner in any material respect, to perform any of the obligations contained in this Agreement;

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**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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- c) failure by the Applicant or Owner to pay and keep in good standing all real property taxes with respect to the Property and all other charges against the Property in favour of the Town, including but not limited to development charges, special assessments, local improvement charges, sewer and water and utility rates.
  - d) the making of an assignment by the Applicant or owner for the benefit of creditors, or if the Applicant or Owner assigns in bankruptcy or takes advantage of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors; receipt of a receiving order against the Applicant or Owner, or if the Applicant or Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged mortgage or other obligation, or if the Property or the interest of the Applicant or Owner in the Property is taken or sold by any creditors or under any writ of execution or other like process.
  - e) failure by the Applicant or Owner to remain in contact with the Town such that the Town is unable to contact the Applicant or Owner for a period of time exceeding one (1) year.
  - f) Any representation or warranty made by the Applicant or Owner in this Agreement or the Development Support Program is incorrect in any material respect.
  - g) Willful defaults by the Applicant or Owner in the payment of moneys to any contractor, supplier or creditor, who has undertaken the works that are the subject of this Agreement.
- 10.3 If a Default occurs, the Town shall give written notice to the Applicant or Owner specifying the nature of the Default. The Applicant or Owner shall then have sixty (60) days, or such additional time as may be agreed to by the Town, acting reasonably, from the receipt of such notice of Default to rectify the Default, during which time all Assessment Rebate payments pay, in the CAO's sole discretion, be suspended, provided that if the Default is such that it cannot with due diligence be wholly rectified within sixty (60) days, or such additional period of time as may be agreed to by the CAO, and the Applicant or Owner has commenced and continues diligently working to correct the Default, the Applicant or Owner shall not be deemed to be in Default of this Agreement so long as it proceeds with due diligence to rectify the Default. If the Applicant or Owner fails to rectify the Default within the sixty (60) day time period or such additional time as may be agreed to by the CAO, and provided that the Applicant or Owner has not commenced and continued diligently working to correct the subject Default, the CAO shall have the option, in the CAO's sole discretion, to exercise the remedies under Subsection 10.1.
- 10.4 Wherever in this Agreement the Town requires repayment of all or part of any Assessment Rebate and the Applicant or Owner fails to repay as required the unpaid amounts shall be deemed to be a debt owing to the Town, and may be added to the tax roll for the property, together with interest at the Town rate.

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## 11. INDEMNIFY

11.1 The Applicant or Owner shall indemnify, save, defend and keep harmless from time to time and at all times, the Town and its elected officials, officers, employees and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly:

- a) in respect of any failure by the Applicant or Owner to fulfill its obligations under this Agreement; and
- b) in respect of any loss, damage or injury (including death resulting from injury) to any person or property, however caused, directly or indirectly resulting or sustained by reason of an act or omission of the Applicant or Owner or any person for whom the Applicant or Owner is in law responsible in connection with any of the purposes set out in this Agreement or the failure by the Applicant or Owner to fulfill its obligations under this Agreement;

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

## 12. ADDITIONAL PROVISIONS

### Term

12.1 This Agreement shall remain in effect from the date of its execution by the Town to the earlier of:

- a) the Applicant informing the Town in writing prior to the first Assessment Rebate payment that it has decided not to accept any Assessment Rebates;
- b) subject to the provisions of section 10 of this Agreement, the Town informing the Applicant or Owner in writing that due to the non-fulfillment of a required condition or due to Default, this Agreement is at an end;
- c) the expiry of the Development Support Program period after ~~40~~ 5 years for agreements from May 1, 2026, on; and
- d) the Applicant informing the Town in writing at any point after receiving the first Assessment Rebate payment that it no longer wishes to receive Assessment Rebates.

### Time of the Essence

12.2 Time shall be of the essence with respect to all covenants, agreements and matters contained in this Agreement.

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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### Extension of Time

12.3 Where a time limit or deadline is provided for under this Agreement, the CAO, acting reasonably, may extend such time limit or deadline without an amendment to this Agreement.

### Registration

~~12.4 Upon executing of this Agreement the Town at the Owner's expense, shall register or cause this Agreement to be registered on title to the Property immediately following execution by the Town.~~

### Schedules

12.5 The following Schedules are attached to and form part of this Agreement:

- Schedule "A" Legal Description of the Property
- Schedule "B" Example of Assessment Rebate Calculation
- Schedule "C" CDS Bylaw
- Schedule "D" List of Development Plans & Drawings
- Schedule "E" Assessment Rebate Calculation

### Survival of Covenants

12.6 Any terms or conditions of this Agreement that require performance by the Town or the Applicant or Owner after the expiration or other termination of this Agreement remain enforceable notwithstanding such expiration or other termination of this Agreement for any reason whatsoever.

### Notice

12.7 Any notice required to be given by either party to the other shall be given in writing and delivered in person or by facsimile transmission to:

- a) **In the case of the Town to:**  
Town of Amherst, Attention: CAO  
PO Box 516  
Amherst, Nova Scotia  
B4H 4A1

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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b) in the case of the Applicant to:

c) in the case of the Owner to:

Notice shall be deemed to have been received on the day of personal delivery or facsimile transmission if such a day is a business day and delivery is made prior to 4:00 p.m. and otherwise on the next business day. The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

#### **Entire Agreement**

12.8 This Agreement and the Schedules attached to it constitute the entire Agreement between the parties and there are no agreements collateral to it other than as referred to herein and no representations or warranties, express or implied, written or verbal, statutory or otherwise, other than as expressly set forth or referred to in this Agreement.

#### **Municipal Government Act**

12.9 Nothing in this Agreement limits or fetters the Town in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative authority or Bylaw and in the event that the Town decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation, such action by the Town is not in any manner affected or limited by reason of the Town entering into this Agreement.

#### **Governing Law**

12.10 This Agreement will be exclusively governed, construed and enforced in accordance with the laws of the Province of Nova Scotia and the Owner agrees to attorn to the jurisdiction of the Province of Nova Scotia.

#### **Waiver and Consent**

12.11 No consent or waiver, express or implied, by either party to or of any breach or Default by either party of any or all of its obligations under this Agreement or any amendment of this Agreement will:

a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Agreement;

b) be relied upon as a consent or waiver to or of any other breach or Default of the same or any other obligation;

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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- c) constitute a general waiver under this Agreement; or
- d) eliminate or modify the need for a specific consent or waiver pursuant to this section in any other instance.

### **Headings**

12.12 The division of this Agreement into articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. These articles, sections, subsections and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and should not be considered part of this Agreement.

### **Extended Meanings**

12.13 Words expressed in the singular include the plural and vice-versa and words in one gender include all genders.

### **Severability**

12.14 If any provision of this Agreement is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement.

### **Further Assurances**

12.15 The parties agree that they shall each execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required or as the other party may reasonably request in order to give full effect to this Agreement.

### **Force Majeure**

12.16 If either party is prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of an Act of God, strike, labour dispute, lockout, threat of imminent strike, fire, flood, interruption or delay in transportation, war, acts of terrorism, insurrection or mob violence, requirement or regulation of government, or statute, unavoidable casualties, shortage of labour, equipment or material, plant breakdown or failure of operation, equipment or any disabling cause (other than lack of funds) without regard to the foregoing enumeration, beyond the control of the parties which cannot be overcome by the means normally employed in performance, then and in every such event, any such prevention or delay shall not be deemed a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period of disability and the period of all such delays resulting from any such causes shall be excluded in computing the time within which anything required or permitted by

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is done, or made pursuant thereto shall be extended by the total period of all such delays.

**Successors and Assigns**

12.17 The terms and provisions of this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties have executed this Agreement by their duly authorized representatives effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**TOWN OF AMHERST**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PROPERTY OWNER**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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**BYLAW NO: P-9**

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**SCHEDULE A**  
**LEGAL DESCRIPTION OF OWNER'S LAND**

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
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**SCHEDULE B**  
**EXAMPLE OF ASSESSMENT REBATE CALCULATION**

**A. Pre-Development Base Year Taxable Assessed Value:**

(1)	
Base Year	Base Year Taxable Assessed Value
2007	\$150,000

**B. Post-Development Actual Taxable Assessment Value:**

Years	Rebate Year	(2)	(3)
		Actual Taxable Assessed Value	Current Commercial Municipal Tax
1	2008	\$350,000*	3.78
2	2009	350,000	3.98
3	2010	350,000	4.21
4	2011	350,000	4.52
5	2012	350,000	4.52
6	2013	350,000	4.52
7	2014	350,000	4.51
8	2015	350,000	4.45
9	2016	350,000	4.39
10	2017	350,000	4.31

\*The PVSC assessment in the year following the completion of the development. This amount will NOT change for purposes of the rebate calculation.

**C. Assessment Rebates:**

Years	(4)	(5) = (2-1)	(6) = (5 x 3)	(7) = (6 x 4)	(8) = (7/6)
	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable
1	90	\$200,000	\$7,560	\$6,804	90.0%
2	80	-200,000	7,960	6,368	84.9%
3	70	-200,000	8,420	5,894	79.6%
4	60	-200,000	9,040	5,424	74.3%
5	50	-200,000	9,040	4,520	69.0%
6	50	-200,000	9,040	4,520	65.7%
7	40	-200,000	9,020	3,608	61.8%
8	30	-200,000	8,900	2,670	57.7%
9	20	-200,000	8,780	1,756	53.5%
10	10	200,000	8,620	862	49.1%
Totals (9) & (10):			\$86,380	\$42,426	
Re-calculate:			50%		
Total Allowable Rebate:			\$43,190	\$42,426	

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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- ~~— If the program ends at any point before the cumulative payout falls below 50%, the rebate needs to be adjusted down accordingly.~~
- ~~— The cumulative payable must be below 50% by the end of the phase-in period.~~

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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**SCHEDULE B**  
**EXAMPLE OF ASSESSMENT REBATE CALCULATION**

**A. Pre-Development Base Year Taxable Assessed Value:**

(1)

Base Year	Base Year Taxable Assessed Value
2026	\$150,000

**B. Post-Development Actual Taxable Assessment Value:**

Years	Rebate Year	(2) Actual Taxable Assessed Value	(3) Current Commercial Municipal General Tax Rate (excluding any area rates)
1	2027	\$350,000 *	4.059
2	2028	350,000	4.059
3	2029	350,000	4.059
4	2030	350,000	4.059
5	2031	350,000	4.059

\*The PVSC assessment in the year following the completion of the development. This amount will NOT change for purposes of the rebate calculation.

**C. Assessment Rebates:**

Years	(4) Rebate %	(5)=(2-1) Rebate Eligible Assessment	(6) = (5 x 3) Rebate Eligible Taxes	(7) = (6 x 4) Rebate Amount \$	(8) = (7/6) Cumulative % Payable	Maximum Annual Rebate Amount \$100,000
1	90	\$200,000	\$8,118	\$7,306	90.0%	
2	70	200,000	8,118	5,683	80.0%	
3	50	200,000	8,118	4,059	70.0%	
4	20	200,000	8,118	1,624	57.5%	
5	10	200,000	8,118	812	48.0%	
Totals (9) & (10):			\$40,590	\$19,483		
Re-calculate:			50%			
Total Allowable Rebate:			\$20,295	\$19,483		

- If the program ends at any point before the cumulative payout falls below 50%, the rebate needs to be adjusted down accordingly.
- The cumulative payable must be below 50% by the end of the phase-in period.
- The maximum annual rebate amount is \$100,000. Any assessment increase that calculates a rebate amount over \$100,000 will be capped at \$100,000 annually.

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
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**SCHEDULE C**  
**CDS\$ BYLAW – TOWN OF AMHERST**

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
**BYLAW NO: P-9**

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**SCHEDULE D**  
**LIST OF DEVELOPMENT PLANS & DRAWINGS**

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
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**SCHEDULE E**  
**ASSESSMENT REBATE CALCULATION**

Address: \_\_\_\_\_ Property Identification No: \_\_\_\_\_

**A. Pre-Development Base Year Taxable Assessed Value:**  
 \_\_\_\_\_ (1)

Base Year	Base Year Taxable Assessed Value
	\$

**B. Post-Development Actual Taxable Assessment Value:**

Years	Rebate Year	(2) Actual Taxable Assessed Value*	(3) Current Commercial Municipal General Tax Rate (excluding any area rates)
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
6		\$	
7		\$	
8		\$	
9		\$	
10		\$	

\*The PVSC assessment in the year following the completion of the development. This amount will not change for purposes of the rebate calculation.

**C. Assessment Rebates:**

\_\_\_\_\_ (4) \_\_\_\_\_ (5)=(2-1) \_\_\_\_\_ (6) = (5 x 3) \_\_\_\_\_ (7) = (6 x 4) \_\_\_\_\_ (8)

Years	Rebate %	Rebate-Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable
1	90	\$	\$	\$	
2	80	\$	\$	\$	
3	70	\$	\$	\$	
4	60	\$	\$	\$	
5	50	\$	\$	\$	
6	50	\$	\$	\$	
7	40	\$	\$	\$	
8	30	\$	\$	\$	
9	20	\$	\$	\$	
10	10	\$	\$	\$	
Totals (9) & (10):			\$	\$	
Re-calculate:			50%	\$	
Total Allowable Rebate:			\$	\$	

- If the program ends at any point before the cumulative payout falls below 50%, the rebate needs to be adjusted down accordingly.
- The cumulative payable must be below 50% by the end of the phase-in period.

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
**BYLAW NO: P-9**

**SCHEDULE E**

**ASSESSMENT REBATE CALCULATION**

Address:

Property Identification No:

**A. Pre-Development Base Year Taxable Assessed Value:**

(1)

Base Year	Base Year Taxable Assessed Value
	\$

**B. Post-Development Actual Taxable Assessment Value:**

Years	Rebate Year	(2) Actual Taxable Assessed Value*	(3) Current Commercial Municipal General Tax Rate (excluding any area rates)
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	

\*The PVSC assessment in the year following the completion of the development. This amount will not change for purposes of the rebate calculation.

**C. Assessment Rebates:**

Years	(4) Rebate %	(5)=(2-1) Rebate Eligible Assessment	(6) = (5 x 3) Rebate Eligible Taxes	(7) = (6 x 4) Rebate Amount \$	(8) Cumulative % Payable	Maximum Annual Rebate Amount \$100,000
1	90	\$	\$	\$		
2	70	\$	\$	\$		
3	50	\$	\$	\$		
4	20	\$	\$	\$		
5	10	\$	\$	\$		
Totals (9) & (10):			\$	\$		
Re-calculate:			50%	\$		
Total Allowable Rebate:			\$	\$		

- If the program ends at any point before the cumulative payout falls below 50%, the rebate needs to be adjusted down accordingly.
- The cumulative payable must be below 50% by the end of the phase-in period.
- The maximum annual rebate amount is \$100,000. Any assessment increase that calculates a rebate amount over \$100,000 will be capped at \$100,000 annually.

**TITLE: COMMERCIAL DEVELOPMENT SUPPORT PROGRAM BY-LAW**  
**SECTION: PLANNING AND DEVELOPMENT**  
**BYLAW NO: P-9**

For Administrative Use Only:

**ROLES AND RESPONSIBILITIES**

<b>Commercial Development Support Program By-law P-9 Adoption</b>	
<b>First reading:</b>	
<b>Notice of Intent:</b>	
<b>Second Reading:</b>	
<b>Notice of Publication and Effective Date of Bylaw:</b>	
<b>Notice to Service Nova Scotia &amp; Municipal Relations:</b>	

**VERSION LOG**

<b>Bylaw Owner</b>	<b>Amendment Description</b>	<b>Council Approval Date</b>
<b>Director of Planning &amp; Economic Development / Director of Finance</b>	Phase in the taxes for the new assessment over 5 years instead of 10(for agreements from May 1, 2026 forward), capping the rebate paid to a maximum of \$100,000 annually, updating the map in Schedule A – Land Use Zoning Map, and correct minor grammatical errors.	

Minutes reference date:

# SYNOPSIS

## PARISH OF CHRIST CHURCH PARKING LOT LEASE AGREEMENT

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The Town leases parking spaces in the downtown, including spaces owned by the Parish of Christ Church.

During a recent review, the Church identified some clerical errors related to property descriptions and ownership references in the existing lease.

A revised agreement has been prepared by their legal counsel to correct these items. The updated lease is otherwise unchanged from the 2019 agreement and does not affect the term, rent, permitted use, or the Town's operational responsibilities.

The revisions are strictly administrative and do not introduce any new obligations or financial impacts.

The Town will continue to have exclusive use of the property for public parking, including responsibility for maintenance, snow removal, and insurance, consistent with the current agreement.

### **MOTION:**

**That Council approve the parking lot lease agreement between the Parish of Christ Church and the Town of Amherst and further authorize the Mayor and CAO to sign on behalf of the Town.**

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

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

**DATE:** March 23, 2026

**SUBJECT:** Christ Church Parking Lot Lease Agreement

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**ORIGIN:** The existing lease agreement between the Town and Christ Church was found to have errors.

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

**RECOMMENDATION:** That Council approve the parking lot lease agreement between the Parish of Christ Church and the Town of Amherst and further authorize the Mayor and CAO to sign on behalf of the Town.

**BACKGROUND:** The Town leases parking spots for public parking in the Downtown area, including the parking spots owned by the Parish of Christ Church.

During a recent review of the lease the Church noted some clerical errors and inaccuracies related to property descriptions and ownership references.

To address these issues, a revised lease agreement has been prepared by legal counsel for Christ Church. The revised agreement, for the most part, is identical to the 2019 lease and does not change the use, term length, rent, or operational responsibilities of the Town. The revisions are strictly administrative in nature.

**DISCUSSION:** The revised lease corrects several issues identified during the lease review. These revisions are housekeeping updates and include the following key elements:

- Updating the lease date to reflect execution in 2026.
- Explicitly including the parking lot area associated with PID 25005513 within both the lease text and Schedule "A".
- Clarifying that Christ Church does not own PID 25004151 in fee simple, but instead holds a historic right-of-way granted in 1913, which forms part of the lands used for public parking.



- Clarifying that the “Leased Lands” consist of only a portion of PID 25005513, together with the right-of-way over PID 25004151, rather than the entirety of both parcels.
- Updating execution provisions to require the signatures of two parish officers, in accordance with the parish bylaws currently in force.

The revised lease does not introduce new obligations, financial impacts, or operational changes for the Town. The Town retains exclusive use of the leased lands for public parking purposes, including maintenance, snow removal, and insurance responsibilities, consistent with the existing agreement.

**FINANCIAL IMPLICATIONS:** The Town is responsible for the costs of maintenance and snow removal for the leased area; the costs are approximately \$1,500 annually.

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications with entering into this agreement.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications with entering into this agreement.

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

**ALTERNATIVES:**

1. Refer the lease agreement back to staff for further negotiations with the Church.
2. Do not renew the lease and advise the Church of the decision.

**ATTACHMENTS:**

1. Draft Lease Agreement
  2. Existing Lease Agreement
-

THIS LEASE made this \_\_\_ day of \_\_\_\_\_, 2019.

**B E T W E E N:**

**Board of Trustees – Anglican Parish of Christ Church, of Amherst, at Amherst in the County of Cumberland, Province of Nova Scotia, hereinafter called “the Landlord”,**

**- and -**

**TOWN OF AMHERST, a municipal corporation in the said County of Cumberland, hereinafter called “the Tenant”,**

**WHEREAS** the Landlord is the registered owner of certain lands known as the LaPlanche Street parking lot, being PID Number 25004151, (the “Leased Lands”) as more particularly set out in Schedule “A” hereto;

**AND WHEREAS** the Tenant wishes to lease the Leased Lands for use of the parking lot situate thereon for the purpose of providing public parking;

**NOW THEREFORE** in consideration of the mutual covenants herein contained, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the Leased Lands on the following terms and conditions:

1. The term of the lease shall be for a period of ten years, commencing on the date of execution of this lease, and ending on the tenth anniversary thereof.
2. Either party may terminate this lease on ninety days’ written notice delivered to the other party as herein provided.
3. The Tenant shall pay to the Landlord the sum of \$1.00 as rent for the Term of the Lease, the receipt and sufficiency of which is hereby acknowledged by the Landlord.
4. During the Term of the Lease the Tenant shall have exclusive use of the Leased Lands, which shall be used by the Tenant as a public parking lot and for such other uses as the Tenant may deem appropriate from time to time.
5. During the Term the Tenant, at its own expense, and at its sole discretion, may make any alterations to the Leased Lands that it may deem necessary and/or beneficial, including but not limited to landscaping, erection of signs, informational displays and holiday lighting and displays. Upon the termination of the Lease the Tenant may, in its sole discretion, remove any personal property or fixtures it installed on Leased Lands, at its sole expense. Any personal property or fixtures remaining on the Leased Lands after the termination of the Lease shall become the property of the Landlord.
6. During the Term of the Lease the Tenant shall be responsible for the upkeep (maintenance and capital in nature) of the Leased Lands. The Tenant covenants to maintain the Leased Lands at reasonable commercial standards for public parking lots. The maintenance and capital expenditures shall be carried out by the Tenant at the Tenant’s expense and at the Tenant’s sole discretion, provided reasonable commercial standards are maintained.
7. The Tenant shall be responsible for keeping the Leased Lands clear of debris, and to remove snow and ice from the Leased Lands in accordance with the standards established by the Tenant’s Department of Operational Services.
8. The Landlord covenants that during the Term of this Lease, the Tenant shall have quiet enjoyment of the Leased Lands and the Landlord shall not interfere with the right of the public to use the Leased Lands.

9. The Tenant shall maintain its own public liability insurance for the Leased Lands and its use thereof.
10. This agreement is not assignable by the Tenant. The Landlord may assign this Lease to its successor in title.
11. Any notice required or contemplated by any provision of this Lease shall be sufficiently given if addressed, in the case of the Landlord, to it at:

PO Box 637  
Amherst, NS B4H 4B8

And in the case of the Tenant, to it at:

98 East Victoria Street  
Amherst, NS B4H 1X6

Attention: Deputy CAO Operations of the Town of Amherst.

and delivered personally or mailed by prepared registered mail. Such a notice shall be deemed to have been received on the date of delivery.

12. This Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and permitted assigns, as the case may be.
13. This Lease may be executed in several counterparts and by way of facsimile executed copies, each of which when so executed shall be deemed to be an original and which counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear date as of the date written in the beginning of this Lease.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinbefore written.

SIGNED, SEALED AND DELIVERED )

In the Presence of : )

Board of Trustees – Anglican Parish of Christ Church

Per: 

Name: The Rev. William Ferry

Position: Rector

TOWN OF AMHERST

  
Mayor

  
Chief Administrative Officer

PROVINCE OF NOVA SCOTIA  
COUNTY OF CUMBERLAND

ON THIS \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_, a subscribing witness to the foregoing Lease, who, having been by me duly sworn, made oath and said that Trinity St. Stephen's Church, one of the parties hereto, caused the foregoing Lease to be signed, sealed and delivered in \_\_\_\_ presence by its duly authorized officer.

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A Commissioner of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF CUMBERLAND

ON THIS \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_, a subscribing witness to the foregoing Lease, who, having been by me duly sworn, made oath and said that the Town of Amherst, one of the parties hereto, caused the foregoing Lease to be sealed and delivered by the Mayor and Chief Administrative Officer in \_\_\_\_ presence.

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A Commissioner of the Supreme Court of Nova Scotia

# Schedule "A"





**THIS LEASE** made this \_\_\_\_ day of \_\_\_\_\_, 2026.

**BETWEEN:**

**THE RECTOR, WARDENS & VESTRY OF THE PARISH OF CHRIST CHURCH**, of Amherst, in the County of Cumberland, Province of Nova Scotia, a body corporate under the *Anglican Church Act*, S.N.S. 1967, c. 130, as amended.

(hereinafter called the “**Landlord**”)

- and -

**TOWN OF AMHERST**, a municipal corporation in the said County of Cumberland, Province of Nova Scotia.

(hereinafter called the “**Tenant**”)

**WHEREAS** the Landlord is the registered owner of certain lands known as Lot 2003-1, 5 Lawrence Street, Amherst, being identified as PID Number 25005513;

**AND WHEREAS** the fee simple owner of certain lands known as the LaPlanche Street parking lot, being PID 25004151, cannot be determined at this time;

**AND WHEREAS** the Landlord is the owner of a registered right of way over PID 25004151 registered at the Registry of Deeds Office in and for the County of Cumberland in Amherst, Nova Scotia in Book 112 at page 419 as Document Number: 502547762 (the “**Right of Way**”);

**AND WHEREAS** the Tenant wishes to lease a portion of PID 25005513 and the Right of Way (the “**Leased Lands**”) as more particularly set out in the attached Schedule “A” hereto for the use of the parking lot situate thereon for the purpose of providing public parking;

**NOW THEREFORE** in consideration of the mutual covenants herein contained, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the Leased Lands on the following terms and conditions:

1. The term of this lease be for a period of ten years, commencing on the date of execution of this lease, and ending on the tenth anniversary thereof (the “**Term of the Lease**”).
2. Either party may terminate this lease on ninety days’ written notice delivered to the other party as provided herein.
3. The Tenant shall pay to the Landlord the sum of \$1.00 as rent for the Term of the Lease, the receipt and sufficiency of which is hereby acknowledged by the Landlord.
4. During the Term of the Lease, the Tenant shall have exclusive use of the Lease Lands, which shall be used by the Tenant as a public parking lot and for such other uses as the Tenant may deem appropriate from time to time.
5. During the Term of the Lease, the Tenant, at its own expense, and its sole discretion, may make any alterations to the Lease Lands that it may deem necessary and/or beneficial to including but not limited to landscaping, erection of signs, informational displays and holiday lighting and displays. Upon the termination of the Lease the Tenant may, in its sole discretion, remove any personal property or fixtures it installed on the Leased Lands, at its sole expense. Any personal property or fixtures remaining on the Leased Lands after the termination of the Lease shall become the property of the Landlord.
6. During the Term of the Lease the Tenant shall be responsible for the upkeep (maintenance and capital in nature) of the Leased Lands. The Tenant covenants to maintain the Leased Lands at reasonable commercial standards for public parking lots. The maintenance and capital expenditures shall be carried out by the Tenant at the Tenant’s expense and at the Tenant’s sole discretion, provided reasonable commercial standards are maintained.



**PROVINCE OF NOVA SCOTIA  
COUNTY OF CUMBERLAND**

**ON THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the subscriber personally came and appeared \_\_\_\_\_, a subscribing witness to the foregoing Lease, who, having been by me duly sworn, made oath and said that The Rector, Wardens & Vestry of the Parish of Christ Church, one of the parties hereto, caused the foregoing Lease to be signed, sealed and delivered in \_\_\_\_\_ presence by its duly authorized officers.

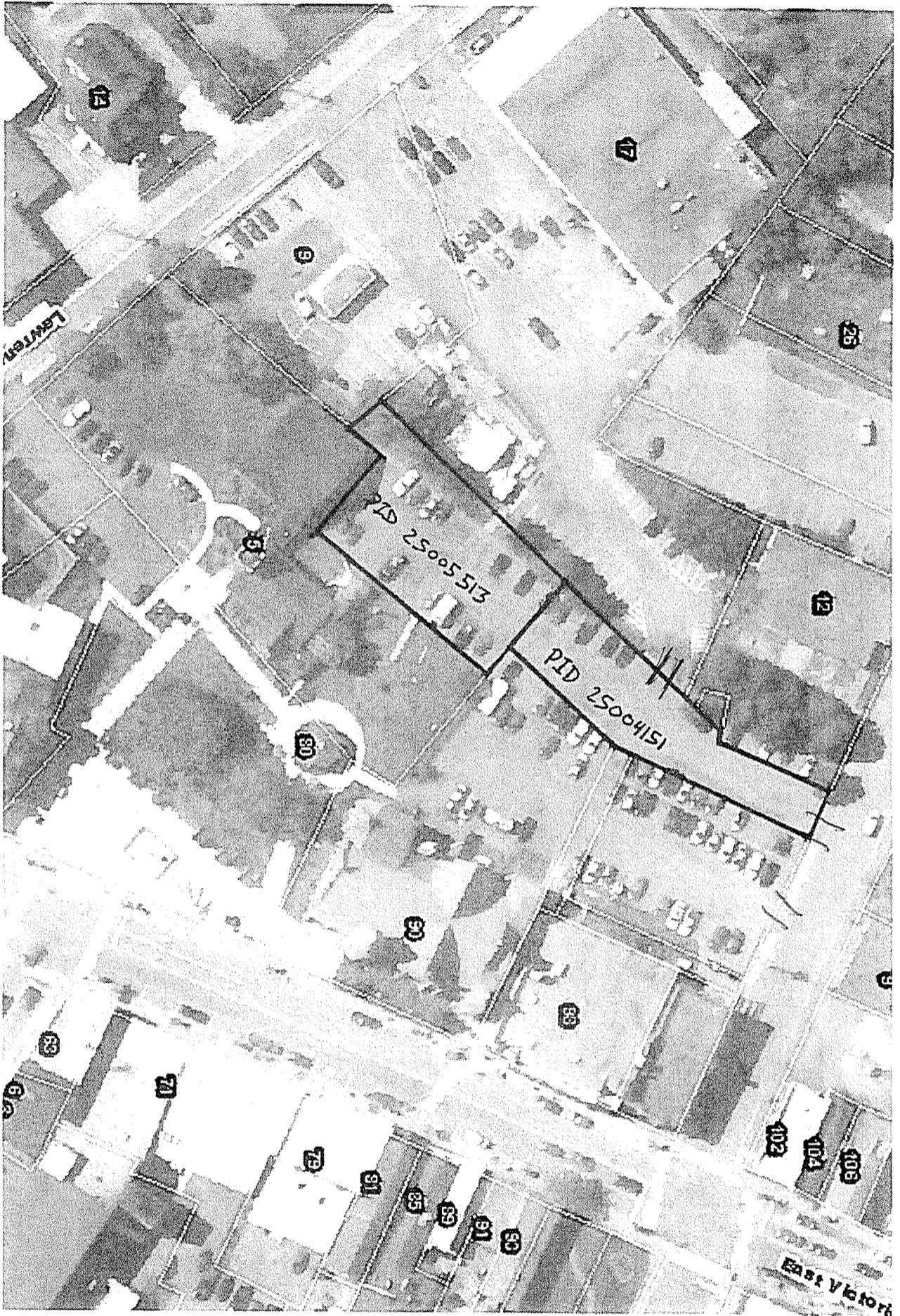
\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA  
COUNTY OF CUMBERLAND**

**ON THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the subscriber personally came and appeared \_\_\_\_\_, a subscribing witness to the foregoing Lease, who, having been by me duly sworn, made oath and said that the Town of Amherst, one of the parties hereto, caused the foregoing Lease to be signed, sealed and delivered by the Mayor and Chief Administrative Officer in \_\_\_\_\_ presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

Schedule "A"



# SYNOPSIS

## HOUSING ACCELERATOR FUNDING

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In December 2024, the Town was awarded just over \$2.26 million in funding over three years through the Federal Housing Accelerator Fund. This funding is tied to the implementation of a Housing Action Plan, which includes five initiatives aimed at encouraging more housing development.

In the first year alone, the Town approved 158 net new housing units—already close to the three-year target of 177 units. Because of this strong early progress, and the availability of remaining program funds, the Town has been invited to propose additional initiatives to access further funding.

One proposed initiative is to support and promote the CMHC Housing Design Catalogue. This catalogue offers ready-to-use building designs that are tailored to regional building codes and climates, helping to speed up the process from planning to construction.

A second, optional initiative is the digitization of the Town's new planning documents. This could make land use regulations easier to access and more user-friendly. Staff are continuing to review this opportunity.

If approved, and if the Town continues to meet its housing targets, it could receive up to an additional \$452,000 in funding over the next two years to further support housing development.

### **MOTION:**

**That Council approve applying for additional Housing Accelerator Funding by undertaking an initiative to adopt the CMHC Housing Design Catalogue and explore the option to digitize the Town's planning documents as an optional initiative.**



**AMHERST TOWN COUNCIL**

**RFD# 2026034**

**Date: March 23, 2026**

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

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

**DATE:** March 23, 2026

**SUBJECT:** Additional Housing Accelerator Funding Opportunity

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**ORIGIN:** The Housing Accelerator Fund (HAF) provides funding in return for municipalities undertaking initiatives that incentivize more housing. An immediate opportunity has come up to apply for additional funding.

**LEGISLATIVE AUTHORITY:** MGA section 65 Authorized Municipal Expenditures

**RECOMMENDATION:** That Council approve applying for additional Housing Accelerator Funding by undertaking an initiative to adopt the CMHC Housing Design Catalogue and explore the option to digitize the Town’s planning documents as an optional initiative.

**BACKGROUND:** In December 2024 the Town entered into an agreement under the HAF for \$2,264,150 in funding over three years in return for implementing a Housing Action Plan that included five initiatives aimed at incentivizing more housing. In the first year the Town approved 158 net new units of the 177 units targeted over the three-year program. Due to this early success and availability of remaining funds in the program, the Town has been given the opportunity to propose additional initiatives to receive more funding.

Upon discussion with the fund administrators, it was determined that adoption of the CMHC Housing Design Catalogue would be achievable and beneficial to developers. The Housing Design Catalogue is a library of free, standardized housing plans (e.g., townhouses, fourplexes, and accessory dwelling units) created to help build homes faster and more affordably across Canada. It provides ready-to-use architectural and engineering designs tailored to regional building codes and climates so builders and communities can shorten the time from planning to construction. Several municipalities large and small have already adopted parts of the catalogue.

The timeline to apply for the additional funding is this week. As such, staff have prioritized the work needed to submit the application.

**DISCUSSION:** Once the new planning documents are approved by the minister and the e-permitting system comes online in September, all of the initial five initiatives proposed will be implemented. The additional initiatives noted above could be implemented by the end of 2026.





**AMHERST TOWN COUNCIL**

**RFD# 2026034**

**Date: March 23, 2026**

**FINANCIAL IMPLICATIONS:** Potential additional funding of up to \$452,830 over two years for uses that support housing. Adoption of the Housing Design Catalogue will have minimal cost. Digitizing Planning documents, if implemented, would have initial costs of approximately \$10,000 with \$1-2,000 in ongoing maintenance costs annually.

**SOCIAL JUSTICE IMPLICATIONS:** This policy supports housing.

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

**COMMUNITY ENGAGEMENT:** Promotion of the initiative if adopted.

**ALTERNATIVES:** Direct staff not to apply for more HAF funding.

**ATTACHMENTS:** None

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# **Internal Committee Report**

## **Amherst Board of Police Commissioners**

**March 2026**

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The Amherst Board of Police Commissioners met on Tuesday, February 24<sup>th</sup> at 3:00 p.m. in Town Hall Council Chambers.

Chief Pike reviewed his memo updating the Board on the Amherst Police Department Strategic Plan, included as part of the agenda package.

The Board reviewed the general operating budget for the Amherst Police Department and passed a motion that the Amherst Board of Police Commissioners recommend the Amherst Police Department 2026/2027 operating budget be forwarded to Council for approval as presented.

Chief Pike also reviewed the Chief's report, included in the agenda package.

The next meeting of the Amherst Board of Police Commissioners is scheduled for Tuesday, May 26, 2026, at 3:00 p.m.

# **Internal Committee Report**

## **Amherst Youth Town Council**

### **March 2026**

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The Amherst Youth Town Council met on March 2, 2026, at the Amherst Regional High School Library. At the meeting, members talked about what matters most to youth, how to connect with Town Council, and how to plan community projects and fundraisers.

The group is working on better ways to share information with local youth. A newsletter has been created to let youth know about events and opportunities. It has been shared through social media, school councils, and community partners. Members said the newsletter should be shorter and easier to read so more youth will want to use it.

The Youth Town Council also wants to build a stronger connection with Town Council. They hope to meet with Council in April to share their ideas, concerns, and experiences directly.

From recent conversations with youth, transportation was one of the top concerns. Members would like to talk with Council about future transportation plans. Other important topics included more activities for youth and better mental health supports. The group also talked about services like Anchor Youth Space and the need to better understand any barriers that make it hard for youth to access help. They plan to share their ideas with the right committee.

The Amherst Youth Town Council is also planning community activities. They are looking at ideas for an end-of-term fundraiser. They also plan to take part in a school and community clean-up on April 22, 2026, as part of the Town-wide clean-up. This gives youth a chance to help take care of their community and show pride in where they live.

Looking ahead, the group will review the Town's Beautification Strategy to find more ways for youth to get involved and take on leadership roles in the community.

The next meeting of the Amherst Youth Town Council will be held on March 30, 2026, from 3:00 to 4:00 PM at the ARHS Library.

# **External Committee Report**

## **YMCA of Cumberland**

**March 2026**

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For the first time in our history, the YMCA of Cumberland has surpassed 2500 members. Of the current 2543 members, 482 members are being provided financial assistance. A community celebration is being planned for April.

The Board is currently completing a self assessment survey, and YMCA Canada will be conducting a governance review of our YMCA in May and June.

The 2026-2027 operating budget and capital budget will be presented to the Board on April 7.

Due to the resignation of the Mental Health Clinician at Anchor Youth Space Cumberland we have posted the position and hope to fill this critical role as soon as possible.

# **External Committee Report**

## **Northern Region Solid Waste**

**March 2026**

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The next Northern Region meeting is scheduled for March 27, 2026, a report will be provided to Council at the April meeting.