



Town of Amherst  
Regular Council Meeting  
Agenda

Date: **Monday, April 27, 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 the Agenda</b>	
<b>3.2 Acceptance of Minutes - March 23, 2026</b>	3 - 30
<b>4. REQUESTS FOR DECISION</b>	
<b>4.1 Community Support Grants - Chambers</b>	31 - 34
<b>4.2 Capital Budget Carry Overs - Furlong</b>	35 - 38
<b>4.3 2025-26 Capital Budget Amendment - LaPlanche Pumping Station Display and PLC - Davidson</b>	39 - 41
<b>4.4 2026-27 Capital Budget Amendment - Town Hall Generator Replacement - McManaman</b>	42 - 44
<b>4.5 2026-27 Capital Budget Amendment - Paving - Wells</b>	45 - 47
<b>4.6 Asphalt Patching Tender - Ripley</b>	48 - 50

4.7	Cumberland Regional Emergency Management Organization Emergency Management Plan - Furlong	51 - 80
4.8	By-law to Amend the Deed Transfer Tax By-law Second Reading - Davidson	81 - 87
4.9	By-law to Repeal the Property Assessed Clean Energy (PACE) Program By-law First Reading - Ripley	88 - 102
4.10	LA Animal Shelter Memorandum of Understanding - Wells	103 - 108
4.11	By-law to Amend the Companion Animal By-law First Reading - Furlong	109 - 127
4.12	Soccer / Track and Field Complex Fundraising Committee Terms of Reference - Ripley	128 - 132
4.13	JD Irving Wellfield Land - McManaman	133 - 136
4.14	Salary Administration Policy - Chambers	137 - 149
4.15	Annual CAO Performance Review - Davidson	150 - 154
5.	<b>INTERNAL COMMITTEE REPORTS</b>	
5.1	Planning Advisory Committee - Chambers	155 - 155
5.2	Amherst Youth Town Council - Kennedy Newman	156 - 156
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6.	<b>EXTERNAL COMMITTEE REPORTS</b>	
6.1	Cumberland Public Libraries - McManaman	158 - 158
6.2	Cumberland YMCA - Wells	159 - 159
6.3	Northern Region Solid Waste Management - Furlong	160 - 160
6.4	L. A. Animal Shelter - Davidson	161 - 161
7.	<b>ADJOURNMENT</b>	

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** March 23, 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

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**1. CALL TO ORDER**

Mayor Small called the meeting to order at 6:00 p.m.

**2. TERRITORIAL ACKNOWLEDGMENT**

Mayor Small gave the Territorial Acknowledgement.

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

**3.1 Approval of Agenda**

Moved By Councillor Furlong  
Seconded By Deputy Mayor Chambers  
To approve the agenda as circulated.

**Motion Carried**

**3.2 Acceptance of Minutes**

**3.2.1 February 24, 2026, Regular Council**

The Mayor called for any errors or omissions in the minutes. There being none, the minutes of the February 24, 2026, regular meeting of Council were accepted as included in the agenda package.

**3.2.2 March 9, 2026, Special Council**

The Mayor called for any errors or omissions in the minutes. There being none, the minutes of the March 9, 2026, special meeting of Council were accepted as included in the agenda package.

**4. REQUESTS FOR DECISION**

**4.1 Volunteers of the Year**

Moved By Deputy Mayor Chambers  
Seconded By Councillor Davidson  
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.

**Motion Carried**

**4.2 Amherst Board of Police Commissioners Citizen Appointments**

Moved By Councillor Davidson  
Seconded By Councillor McManaman  
That Council appoint Alex Harrison and Chris Johanneson to the Amherst Board of Police Commissioners effective April 1, 2026, to March 31, 2027.

**Motion Carried**

**4.3 Planning Advisory Committee Citizen Appointment**  
**Moved By Councillor Ripley**  
**Seconded By Deputy Mayor Chambers**  
**That Council re-appoint Jim Lamplugh to the Planning Advisory Committee effective April 1, 2026, to March 31, 2028.**

**Motion Carried**

**4.4 Street Light Policy**  
**Moved By Councillor McManaman**  
**Seconded By Councillor Furlong**  
**That Council approve the amendments to the Street Light Policy #31600-02.**

**Motion Carried**

**4.5 Procurement Policy**  
**Moved By Councillor Furlong**  
**Seconded By Councillor McManaman**  
**That Council approve the amendments to the Procurement Policy #3700-01.**

**Motion Carried**

**4.6 Performance Management and Development Policy**  
**Moved By Councillor Wells**  
**Seconded By Deputy Mayor Chambers**  
**That Council approve the new Performance Management and Development Policy #04000-17.**

**Motion Carried**

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<b>TITLE:</b>	<b>PERFORMANCE MANAGEMENT &amp; DEVELOPMENT POLICY</b>
<b>SECTION:</b>	<b>HUMAN RESOURCE MANAGEMENT</b>
<b>POLICY NO.:</b>	<b>04000-17</b>

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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.

**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.

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**

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

For Administrative Use Only:

**VERSION LOG**

Version	Created/Updated By	Approved By	Effective Date
New Policy	Director, Human Resources	Council	

Minutes Reference Date:

**4.7 Inquiries from Council Policy  
 Moved By Councillor Ripley  
 Seconded By Councillor Wells  
 That Council approve the amendments to the Inquiries from Council Policy  
 #10350-05.**

**Motion Carried**

<b>TITLE:</b>	<b>INQUIRIES FROM COUNCIL</b>
<b>SECTION:</b>	<b>EXECUTIVE OFFICE</b>
<b>POLICY NO:</b>	<b>10350-05</b>

**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.~~

**ROLES AND RESPONSIBILITIES**

Position	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

**4.8 Snow and Ice Management Policy  
 Moved By Councillor Furlong  
 Seconded By Councillor Ripley  
 That Council approve the amendments to the Snow and Ice Management Policy  
 #31600-25.**

**Motion Carried**

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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

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.

**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.

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.

**ROLES AND 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>	<ul style="list-style-type: none"> <li>• Review Policy recommendations for approval consideration (approve, reject or edit)</li> </ul>
<b>Operations Staff</b>	<ul style="list-style-type: none"> <li>• Implement policy through operating procedures</li> </ul>

For Administrative Use Only:

**VERSION LOG**

Version	Approved By	Approved 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

**4.9 By-law to Amend the Commercial Development Support By-law Second Reading Moved By Deputy Mayor Chambers Seconded By Councillor McManaman That Council give Second 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:**

Years	Rebate Year	(2)		(3)	
		Actual Taxable Assessed Value	Current Commercial Municipal General Tax Rate (excluding any area rates)	Rebate Eligible Taxes	Rebate Amount \$
1	2027	\$350,000 *	4.059	\$8,118	\$7,306
2	2028	350,000	4.059	8,118	5,683
3	2029	350,000	4.059	8,118	4,059
4	2030	350,000	4.059	8,118	1,624
5	2031	350,000	4.059	8,118	812

\*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	Rebate %	(4)		(5)=(2-1)		(6) = (5 x 3)		(7) = (6 x 4)		(8) = (7/6)	
		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:**

Years	Rebate Year	(2)		(3)	
		Actual Taxable Assessed Value*	Current Commercial Municipal General Tax Rate (excluding any area rates)	Rebate Eligible Taxes	Rebate Amount \$
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	Rebate %	(4)		(5)=(2-1)		(6) = (5 x 3)		(7) = (6 x 4)		(8)	
		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.

**4.10 Parish of Christ Church Parking Lot Lease**

**Moved By Councillor Wells**

**Seconded By Councillor Ripley**

**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.**

**Motion Carried**

**4.11 Housing Accelerator Funding**

**Moved By Councillor McManaman**

**Seconded By Councillor Davidson**

**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.**

**Motion Carried**

**5. INTERNAL COMMITTEE REPORTS**

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

Information item only.

**5.2 Amherst Youth Town Council - Avery Hoeg-Burbine**

Information item only.

**6. EXTERNAL COMMITTEE REPORTS**

**6.1 Cumberland YMCA - Wells**

Information item only.

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

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.

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Natalie LeBlanc  
Municipal Clerk

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Robert Small  
Mayor

Draft

**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.

**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

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.

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 use of the Leased Lands.
9. The Tenant shall maintain its own public liability insurance for the Leased Lands and its use thereof.
10. This Lease 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: CAO 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**

**THE RECTOR, WARDENS & VESTRY OF  
THE PARISH OF CHRIST CHURCH**

Per:

\_\_\_\_\_  
Witness:

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

Title:

\_\_\_\_\_  
Witness:

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

Title:

**TOWN OF AMHERST**

Per:

\_\_\_\_\_  
Witness:

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

Title:

\_\_\_\_\_  
Witness:

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

Title:

**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.

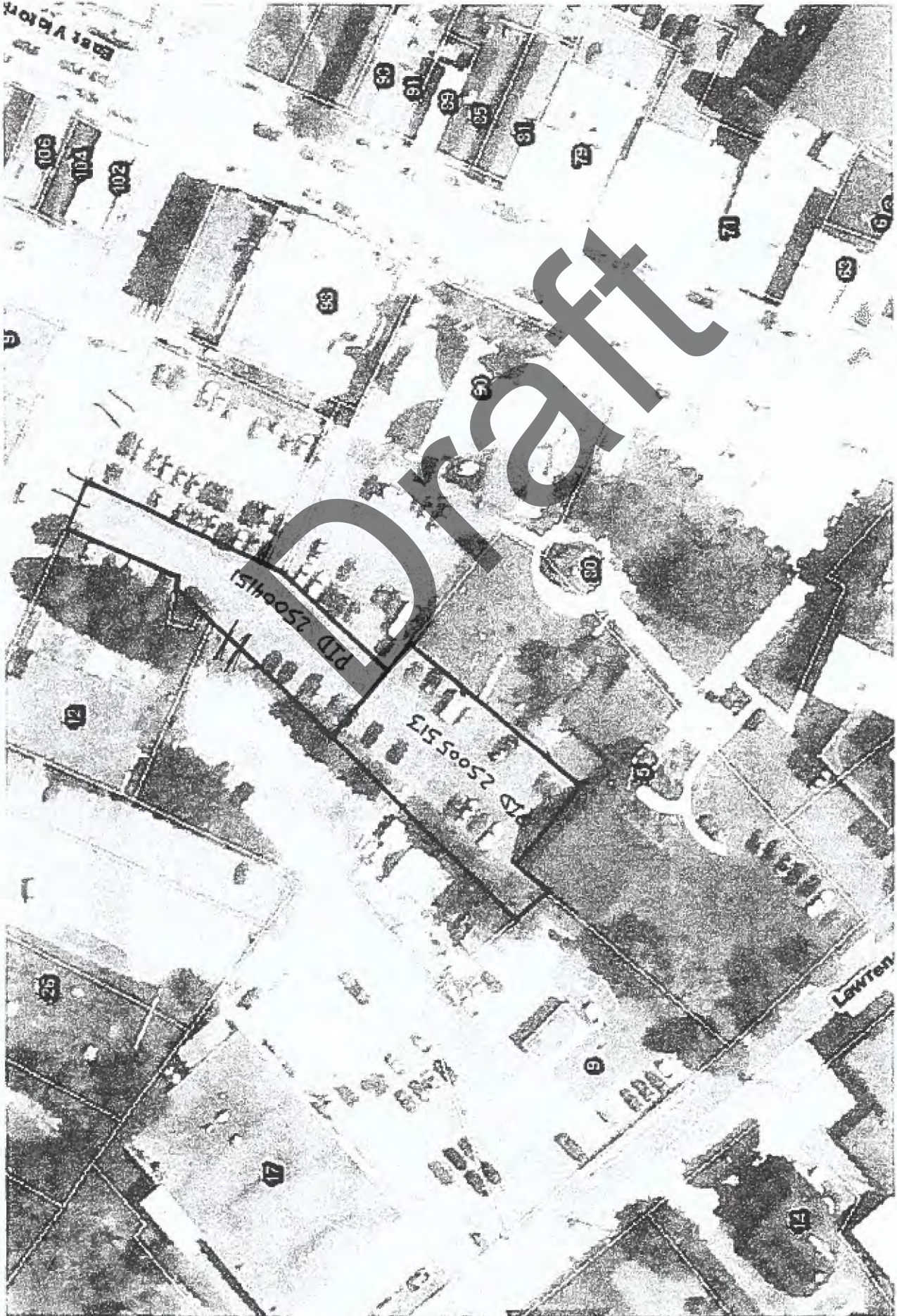
\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

**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

Draft



Schedule "A"



**TITLE:** Procurement Policy  
**SECTION:** Financial Management  
**POLICY NO:** 3700-01

**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.
- 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.



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- 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;
  - 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.
- s) Tender- a formal request to solicit for goods, services or construction obtained through posting on the Town and the Provincial websites.
- p) ~~Two Phase Bid – a two stage process in which suppliers submit proposals for evaluation, and separately submit prices.~~

### 3) Guiding Principles

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

- ~~a) Procurement policy and procedures should provide the most efficient and effective methods resulting in best value for the Town.~~
- ~~b) The procurement process is to ensure a fair, open, consistent and transparent process in the acquisition of goods, services and construction.~~
- 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.
- d)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

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- 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.

**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 Quotations	Low Value Invitational Competition	High Value Open Competition
Goods	Less than \$15,000	\$15,000 – \$49,999	\$50,000 and above
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

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~~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.**~~

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~~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 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

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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.

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.

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- d)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:

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Phase One - Pre-qualification step in which bidders submit proposals/expressions of interest in response to basic terms of reference for evaluation; need not be opened in public.

Phase Two - Only those bidders whose submissions were determined to be acceptable in Phase One will be invited to submit priced bids for further consideration. Phase Two bids must be opened in public.

This type of purchasing has the advantage of a request for proposal in Phase One and the advantages of a tender in Phase Two. Two phase bid purchases shall be made by purchase order.

- f) Request for Expression of Interest - This process is similar to the Request for Proposal and is sometimes referred to as a Pre-Qualification, where suppliers are invited to propose a solution to a problem. The REI, however, is only the first stage in the procurement process. Bidders responding to the REI will be short listed according to their scoring in the evaluation process. The short listed firms will then be invited to respond to a subsequent Request for Proposal. A REI does not normally include pricing as price is a key evaluation criteria used in the second stage RFP process.
- g) Request for Construction - Used to publicly tender for a construction, reconstruction, demolition, remediation, repair, or renovation of a building, structure, road, bridge, or other engineering or architectural work. When a supplier is invited to bid on a construction project the tender documents usually contain a set of terms and conditions and separate bid form that apply to that specific project. Suppliers are requested to submit a response (bid) in accordance with predefined criteria. The selection of the successful proposal is based on a number of factors as described in the tender documents. A request for construction usually does not include professional consulting services related to the construction contract, unless they are included in the specifications.
- h) Negotiations - Negotiations with suppliers for the supply of goods and/or services would take place when any of the following conditions exist:
  - (a) Due to market conditions, goods and/or services are in short supply;
  - (b) There is only one source of the goods or services;
  - (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

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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.

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;

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- ~~(f) Where there is an absence of competition for technical reasons and the goods or services can only be supplied by a particular supplier and no alternative or substitute exists;~~
- ~~(g) For the purchase of goods on a commodity market;~~
- ~~(h) For the procurement of goods or services the supply of which is controlled by a supplier that is a statutory monopoly;~~
- ~~(i) For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor;~~
- ~~(j) For work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work;~~
- ~~(k) For the procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for routine purchases;~~
- ~~(l) For the purchase of goods under exceptionally advantageous 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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**TITLE:** Procurement Policy  
**SECTION:** Financial Management  
**POLICY NO:** 3700-01

- ~~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.~~

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~~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;~~
- ~~c) 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 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.

**TITLE: Procurement Policy**  
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**POLICY NO: 3700-01**

~~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.

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**10) Vendor Documentation Requirements**

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.

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**TITLE:** Procurement Policy  
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**POLICY NO:** 3700-01

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#### 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:
  - 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

- 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

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matter.) Legal services having a value of ~~\$500,000~~ **\$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**

Role	Responsibilities
<b>Policy Owner</b>	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.
<b>Staff</b>	All personnel that fall within the scope of this policy must follow the policy
<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	CAO, MacDonald	Council	Nov 27, 2017

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and construction that are \$250,000 or less and are included within the approved operating and capital budgets.			
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	
<u>Increased purchasing limit thresholds, revised local preference, removed redundant clauses</u>	<u>CAO, MacDonald</u>	<u>Council</u>	

Draft

# SYNOPSIS

## Community Support Grants

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Every year the Town provides financial assistance to organizations that perform needed and beneficial services to Amherst and area residents. In doing so, the Town will encourage and promote the success of these organizations that positively impact the community they serve.

**MOTION 1:**

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

Organization/Applicant	Amount Recommended	Funding Stream
After the School Bell Program	<b>\$10,000</b>	Social Equity
Amherst Food Assistance Network	<b>\$15,000</b>	Social Equity
Amherst Pre-School Association	<b>\$2,000</b>	Social Equity
Amherst Little League	<b>\$15,000</b>	Community Support
Lillian Allbon Animal Shelter	<b>\$5,000</b>	Community Support
Cumberland African Nova Scotian Association	<b>\$6,000</b>	Social Equity
Cumberland County Transition House Association	<b>\$10,000</b>	Social Equity
Society of St Vincent De Paul	<b>\$5,000</b>	Social Equity
50+ Club	<b>\$5,000</b>	Community Support
Autism Nova Scotia	<b>\$4,000</b>	Social Equity
Esther Fest (Great Amherst Cultural Society)	<b>\$7,000</b>	Community Support
Fibre Arts Festival	<b>\$2,500</b>	Community Support
Relay for Life	<b>\$1,000</b>	Community Support
Amherst Minor Basketball Association	<b>\$1,500</b>	Community Support
All Saints Parish Truth and Reconciliation	<b>\$5,000</b>	Community Support contingent on them receiving other funding
NSCC	<b>\$15,000</b>	Social Equity
Fundy Winds Marsh	<b>\$3,770</b>	Community Support
Cumberland Hospice and Palliative Care Society	<b>\$750</b>	Social Equity

**MOTION 2:**

**That Council approve a grant under Community Support in the amount of \$5,000 to the Cumberland County Minor Baseball Association.**

**MOTION 3:**

**That Council approve a grant under Community Support in the amount of \$10,000 to the Bordertown Biker Bash.**

**MOTION 4:**

**That Council approve a grant under Social Equity in the amount of \$1,500 to the Bridge Adult Service Centre.**

**MOTION 5:**

**That Council approve a grant under Community Support in the amount of \$20,000 to the Amherst Downtown Business Association provided that a Memorandum of Understanding is signed indicating the grant will be paid back if there are profits from the event, and if there are not profits it will be considered a grant.**



**AMHERST TOWN COUNCIL**

**RFD# 2026038**

**Date: April 27, 2026**

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

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

**DATE:** Monday, April 27, 2026

**SUBJECT:** Community Support Grants

**ORIGIN:** 2026/27 Operating Budget

**LEGISLATIVE AUTHORITY:** MGA 65 Power to expend money

**RECOMMENDATION:** That Council approval of funding, under the Community Support Grants Policy and Social Equity fund, the following:

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

<b>Organization/Applicant</b>	<b>Amount Recommended</b>	<b>Funding Stream</b>
After the School Bell Program	<b>\$10,000</b>	Social Equity
Amherst Food Assistance Network	<b>\$15,000</b>	Social Equity
Amherst Pre-School Association	<b>\$2,000</b>	Social Equity
Amherst Little League	<b>\$15,000</b>	Community Support
Lillian Allbon Animal Shelter	<b>\$5,000</b>	Community Support
Cumberland African Nova Scotian Association	<b>\$6,000</b>	Social Equity
Cumberland County Transition House Association	<b>\$10,000</b>	Social Equity
Society of St Vincent De Paul	<b>\$5,000</b>	Social Equity
50+ Club	<b>\$5,000</b>	Community Support
Autism Nova Scotia	<b>\$4,000</b>	Social Equity
Esther Fest (Great Amherst Cultural Society)	<b>\$7,000</b>	Community Support
Fibre Arts Festival	<b>\$2,500</b>	Community Support
Relay for Life	<b>\$1,000</b>	Community Support
Amherst Minor Basketball Association	<b>\$1,500</b>	Community Support
All Saints Parish Truth and Reconciliation	<b>\$5,000</b>	Community Support contingent on them receiving other funding
NSCC	<b>\$15,000</b>	Social Equity
Fundy Winds Marsh	<b>\$3,770</b>	Community Support
Cumberland Hospice and Palliative Care Society	<b>\$750</b>	Social Equity



**That Council approve a grant under Community Support in the amount of \$5,000 to the Cumberland County Minor Baseball Association.**

**That Council approve a grant under Community Support in the amount of \$10,000 to the Bordertown Biker Bash.**

**That Council approve a grant under Social Equity in the amount of \$1,500 to the Bridge Adult Service Centre.**

**That Council approve a grant under Community Support in the amount of \$20,000 to the Amherst Downtown Business Association provided that a Memorandum of Understanding is signed indicating the grant will be paid back if there are profits from the event, and if there are not profits it will be considered a grant.**

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

**DISCUSSION:** Further to the application from the Cumberland Twirlers Square Dance Club, staff continue to seek further information from them and the Masonic Hall. This application has been paused until the required information is received.

**FINANCIAL IMPLICATIONS:** The above recommendation would leave \$16,030 in the Community Support Grants budget and \$3,000 in the Social Equity Budget.

**SOCIAL JUSTICE IMPLICATIONS:** Our strategic priorities around creating a prosperous economic and vibrant community which is diverse, inclusive and welcoming, are only strengthened by funding community organizations that work to these goals.

**ENVIRONMENTAL IMPLICATIONS:** None

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

**ALTERNATIVES:**

1. Approve the funding requests with changes
2. Discontinue the practice of providing community support grants

**ATTACHMENTS:** None

# SYNOPSIS

## CAPITAL BUDGET CARRY OVERS

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Now that the 2025/26 fiscal year is complete, staff are recommending that capital projects not completed by year end be carried over into the 206/27 capital budget. Funding for these projects have already been approved by Council; this is to simply request that the spending authority be carried over into the current fiscal year.

Under the Storm Sewer category the culvert at the Amherst Fire Station parking lot requires the funding source to be changed. The funding was originally \$90,000 form Operating Reserve and \$210,000 from a grant. The Town has not been successful in obtaining a grant for this project and the project needs to move forward, therefore it is being recommended to fund the \$210,000 from long term debt. Under the Recreation category the budget for the Robb Complex Dugouts replacement project has been increased to \$65,800 as the project came in over budget. The additional cost was funded through other projects that came in under budget in 2025/26.

The capital budget spending authority for 2026/27 would be amended by \$5,064,800 (\$15,000 for the Water Utility and \$5,049,800 for General Capital).

### **MOTION:**

**That Council approve capital carry over projects to be included in the Town of Amherst Water Utility and General Capital Budgets for the 2026/27 fiscal year. The capital budget spending authority for 2026/27 is amended by \$5,064,800 for the capital carry over projects (\$15,000 for the Water Utility and \$5,049,800 for General Capital).**



## AMHERST TOWN COUNCIL

RFD# 2026043

Date: April 27, 2026

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

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

**DATE:** April 27, 2026

**SUBJECT:** 2026/27 Capital Budget Carry Overs - Water Utility & General Capital

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**ORIGIN:** 2026/27 budget preparations

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

**RECOMMENDATION:** That Council approve capital carry over projects to be included in the Town of Amherst Water Utility and General Capital Budgets for the 2026/27 fiscal year. The capital budget spending authority for 2026/27 is amended by \$5,064,800 for the capital carry over projects (\$15,000 for the Water Utility and \$5,049,800 for General Capital).

**BACKGROUND:** During last year's Capital Budget, capital projects were presented to Council who provided approval for the 2025/26 fiscal year. Although most of these projects were completed through the year, staff could not complete some of them. There are various reasons for this such as long delivery timelines and resource limitations for example.

On March 9, 2026, Council approved new projects for the 2026/27 General and Water Capital Budgets as well as in principle the years 2-5 proposed Capital Budgets. This request amends the year 1 Capital Budget to add the carry over projects (approved in the 2025/26 budget) to the Capital Budget to allow for spending authority during 2026/27.

**DISCUSSION:** During the Capital Budget presentation and discussion, staff indicated to Council that we were uncertain of the projects that would require a carry over to the 2026/27 fiscal year and that once we were past year end we would come back to Council to obtain authority to add these to the Capital Budget to ensure we have spending authority in the current fiscal year.

As stated above, these projects have already been approved by Council, and we are simply requesting that the spending authority be carried over into the current fiscal year. Under the Storm Sewer category the culvert at the AFD parking lot requires the funding source to be changed. Staff have not been able to secure a grant for this project, and the project needs to be completed. The funding was originally \$90,000 from Operating Reserve and \$210,000 from grant. The Town has not been successful in obtaining a grant for this project and the project needs to move forward, therefore it is being recommended to fund the \$210,000 from long term debt. Whenever long-term debt is used as a funding source, staff will review at year end and make a recommendation to Council to either proceed with long term debt borrowing or to alternatively fund out of reserves. Under the Recreation category the budget for the Robb Complex Dugouts replacement project has been increased to \$65,800 as the project came in



over budget. The additional cost was funded through other projects that came in under budget in 2025/26.

A list of the carry over projects is attached for Council's reference.

**FINANCIAL IMPLICATIONS:** The carry over projects were approved by Council and financing was set in place in last fiscal year, except for the change in funding for the AFD culvert replacement. The financial implication is simply to move the spending authority from fiscal 2025/26 to 2026/27 and amend the funding for the AFD culvert (from grant to long term debt).

The capital budget spending authority for 2026/27 would be amended by \$5,064,800 (\$15,000 for the Water Utility and \$5,049,800 for General Capital). The projects are itemized in the attached listing. These projects will be funded by:

Water Utility Capital:

Water Depreciation	<u>\$ 15,000</u>
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General Capital:

Operating Reserve	\$ 90,000
Capital Reserve	\$ 431,879
Capital Reserve – Carry Overs	\$ 709,800
Grant – Housing Accelerator Fund	\$ 20,000
Grants/Contributions	\$3,270,000
Long Term Debt – General/Sewer	<u>\$ 528,121</u>
	<u>\$5,049,800</u>

**COMMUNITY ENGAGEMENT:** Information on the budget has been shared via social media as approvals occur.

**ENVIRONMENTAL IMPLICATIONS:** None anticipated.

**SOCIAL JUSTICE IMPLICATIONS:** None anticipated.

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

**ATTACHMENTS:** Listing of Capital Project Carry Overs for 2026/27.

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Capital Budget		Sources of Financing						
CARRY OVER PROJECTS FROM 2025/26 to 2026/27								
Projects	Estimated Gross Cost with non-recoverable HST included	Water Depreciation	Operating Reserve	Capital Reserve	Capital Reserve (Carry Overs)	Federal Grant - Housing Accelerator Fund	Grant or Contribution	Long Term Debt - Water / General / Sewer
<b>WATER CAPITAL</b>								
West Victoria St ~ CNR tracks to Hickman St - engineering design	15,000	15,000						
<b>WATER TOTAL</b>	<b>15,000</b>	<b>15,000</b>	-	-	-	-	-	-
<b>GENERAL CAPITAL</b>								
<b>BUILDINGS / LAND</b>								
Landscaping, fence and/or welcome sign - 8 Lower LaPlanche St (carry over)	8,000				8,000			
Victoria Square Lights	65,000				65,000			
CCUBIC - 1st Floor Conference Room - new stage lighting control system	15,000				15,000			
Subtotal	<b>88,000</b>	-	-	-	<b>88,000</b>	-	-	-
<b>LARGE MULTI - CATEGORY PROJECTS</b>								
Marshview Drive - Phase 1 - sidewalk	20,000					20,000		
West Victoria St ~ CNR tracks to Hickman - engineering design (street & sanitary sewer)	52,000				52,000			
Subtotal	<b>72,000</b>	-	-	-	<b>52,000</b>	<b>20,000</b>	-	-
<b>STORM SEWER</b>								
Replace / reline culvert in AFD parking lot	300,000	-	90,000	-	-	-	-	210,000
<b>SANITARY SEWER</b>								
WWTP UV Disinfection System	750,000	-	-	431,879	-	-	-	318,121
<b>FIRE DEPARTMENT</b>								
VHF / Digital Radios - replacement	150,000				150,000			
AFD Renovations to remodel staff quarters (sleeping and kitchen area)	16,000				16,000			
Live Fire Training Facility	3,425,000				175,000		3,250,000	
Subtotal	<b>3,591,000</b>	-	-	-	<b>341,000</b>	-	<b>3,250,000</b>	-
<b>POLICE DEPARTMENT</b>								
Vehicle - Patrol # 6	85,000				85,000			
APD Server	26,000				26,000			
Subtotal	<b>111,000</b>	-	-	-	<b>111,000</b>	-	-	-
<b>RECREATION</b>								
Robb Complex Dugouts - replacement	65,800				65,800			
Skate Park Repairs	20,000				20,000			
Robb Complex - Surface Treatment and Pickle Ball Court Lines	12,000				12,000			
Anson Aircraft Monument	10,000				10,000			
Bocce Ball Court [contingent on grant funding]	30,000				10,000		20,000	
Subtotal	<b>137,800</b>	-	-	-	<b>117,800</b>	-	<b>20,000</b>	-
<b>GENERAL TOTAL</b>	<b>5,049,800</b>	-	<b>90,000</b>	<b>431,879</b>	<b>709,800</b>	<b>20,000</b>	<b>3,270,000</b>	<b>528,121</b>
<b>GRAND TOTAL WATER &amp; GENERAL</b>	<b>5,064,800</b>	<b>15,000</b>	<b>90,000</b>	<b>431,879</b>	<b>709,800</b>	<b>20,000</b>	<b>3,270,000</b>	<b>528,121</b>

# SYNOPSIS

## 2025/26 CAPITAL BUDGET AMENDMENT LAPLANCHE RIVER PUMPING STATION

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On March 11, 2026, the SCADA system at the LaPlanche River Pumping Station failed. This pumping station is critical because all the Town's wastewater passes through it before being pumped to the wastewater treatment plant.

Even though the pumps continued to operate, staff lost the ability to remotely monitor alarms and system performance creating a risk that problems such as pump failure, power outages, or high sewage levels may not be detected quickly.

To reduce the risk of overflow, environmental harm, and regulatory issues, the CAO approved emergency replacement of the failed equipment. The work was completed on March 31, 2026, and because the replacement involved capital equipment, a budget amendment to the 2025/26 capital budget is required.

### **MOTION:**

**That Council approve an amendment to the 2025/26 general capital budget to include \$18,000 for the replacement of the display and programmable logic controller for the Laplanche River pumping station SCADA system to be funded from the Operating Reserve – Sewer Reserve.**



**AMHERST TOWN COUNCIL**

**RFD# 2026040**

**Date: April 27, 2026**

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

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

**DATE:** April 27, 2026

**SUBJECT:** 2025/26 Capital Budget Amendment – Laplanche River Pumping Station

**ORIGIN:** Failed equipment at the LaPlanche River Pumping Station

**LEGISLATIVE AUTHORITY:** MGA Section 65A (4)

**RECOMMENDATION:** That Council approve an amendment to the 2025/26 general capital budget to include \$18,000 for the replacement of the display and programmable logic controller for the Laplanche River pumping station SCADA system to be funded from the Operating Reserve – Sewer Reserve.

**BACKGROUND:** On March 11, 2026, the display screen and programmable logic controller (PLC) — which function as the primary interface and controls of the SCADA system at the LaPlanche River Pumping Station—failed. This lift station is a critical piece of infrastructure as the entirety of the Town’s wastewater flows enter this facility and are then pumped, via force main, to the wastewater treatment facility.

While the mechanical components of the lift station (pumps, wet well operations, etc.) remained fully operational, the equipment failure resulted in a complete loss of remote monitoring and control capability through the SCADA system.

**DISCUSSION:** The loss of SCADA functionality at the LaPlanche River Pumping Station presented a significant operational risk, meaning any failure—such as pump issues, power loss, or high wet well levels—could go undetected until a site visit occurred.

To reduce the risk of overflows, environmental impacts, and regulatory non-compliance the CAO authorized an emergency repair to restore monitoring as quickly as possible.

As the repair involved replacing capital equipment, an amendment to the 2025/26 capital budget is required. The work was completed on March 31, 2026.

**FINANCIAL IMPLICATIONS:** \$18,000 be allocated from the Operating Reserve – Sewer Reserve.



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

**ENVIRONMENTAL IMPLICATIONS:** Replacing the failed equipment helps to ensure there are no wastewater overflows or other regulatory non-compliances from this pumping station.

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications associated with this decision.

**ALTERNATIVES:** None.

**ATTACHMENTS:** None

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# SYNOPSIS

## 2026/27 CAPITAL BUDGET AMENDMENT TOWN HALL GENERATOR

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The Town Hall backup generator, installed in 2014, has experienced repeated mechanical and operational problems over the past year, including difficulty starting properly and unreliable performance. Several repair attempts were made between August and December 2025, but the issues continued. A March 2026 inspection found more serious problems, including structural damage and key engine component failures.

Because the generator is essential for keeping Town Hall operational during power outages and emergencies, staff recommend replacing it. Continuing to repair the existing unit would involve significant cost with no guarantee of reliable performance. Replacement is considered the most practical, cost-effective, and dependable long-term solution.

### **MOTION:**

**That Council approve an amendment to the 2026/27 general capital budget to include \$50,000 from the Capital Reserve – Unrestricted, for the replacement of the emergency backup generator at Town Hall.**



**AMHERST TOWN COUNCIL**

**RFD# 2026040**

**Date: April 27, 2026**

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

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

**DATE:** April 27, 2026

**SUBJECT:** 2026/27 Capital Budget Amendment – Town Hall Generator

**ORIGIN:** Emergency backup generator at Town Hall failed and should be replaced.

**LEGISLATIVE AUTHORITY:** MGA Section 65A (4)

**RECOMMENDATION:** That Council approve an amendment to the 2026/27 general capital budget to include \$50,000 from the Capital Reserve – Unrestricted, for the replacement of the emergency backup generator at Town Hall.

**BACKGROUND:** The Town Hall emergency backup generator (60KW Generac installed in 2014) has been experiencing ongoing operational and mechanical issues over the past year.

Beginning in August 2025, the generator exhibited performance issues, including difficulty reaching operating speed and inconsistent operation. Multiple service calls were undertaken between August and December 2025 to diagnose and address the issues. Despite component replacements and system adjustments, the generator continued to demonstrate unreliable performance, including failure to sustain operation RPM's and overheating.

A subsequent inspection in March 2026 identified more significant structural and mechanical deficiencies. These include misaligned flex discs, a cracked radiator support, and issues with the crankshaft pulley. These issues indicate a serious mechanical failure.

**DISCUSSION:** The Town Hall generator is critical to ensuring continuity of operations during power outages or other emergency events. Based on the recent history of repeated failures, escalating repair requirements, and newly identified structural deficiencies, the generator should be replaced as the recent technical assessment clearly indicates that further investment in the existing generator would represent a significant cost with an uncertain outcome.

From an asset management and risk perspective, continuing to invest in a generator with compounding mechanical issues is not a practical long-term strategy.

Replacing the generator is therefore recommended as the most cost-effective and reliable solution as new unit will provide:



- Full warranty coverage
- Improved reliability and operational performance
- Increased efficiency and modernized controls
- Reduced maintenance requirements, and
- Greater assurance of functionality during emergency situations

As such, it is appropriate to amend the 2026–2027 General Capital Budget to include funding for the replacement of the emergency backup generator.

**FINANCIAL IMPLICATIONS:** \$50,000 be allocated from the Capital Reserve – Unrestricted.

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

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

**SOCIAL JUSTICE IMPLICATIONS:** There is no social justice implications associated with this decision.

**ALTERNATIVES:** Do not approve the capital budget amendment at this time and postpone the generator replacement to the 2027/28 budget year.

**ATTACHMENTS:** None

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# SYNOPSIS

## 2026/27 CAPITAL BUDGET AMENDMENT VICTORIA STREET PAVING

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For the past three years, the Town has submitted paving priorities for municipally owned Routes and Trunk roads to the province. Last year, this program helped fund paving on South Albion Street.

The Town has been approved for the 2026/27 cost-shared funding program to cold mill and pave Victoria Street from Station Street to Acadia Street, with the Province covering 50% of eligible costs.

Due to the condition of the existing driving surface, staff believe milling and paving this section of Victoria Street to be a worthwhile project and is a great opportunity to enhance the appearance and overall aesthetics of the downtown core as the new asphalt surface will provide a clean, uniform look.

The Town's share of the cost of this work requires an amendment to the 2026/27 general capital budget.

### **MOTION:**

**That Council approve an amendment to the 2026/27 general capital budget in the amount of \$270,000 including applicable taxes for the cold milling and paving of Victoria Street from Station Street to Acadia Street to be funded with \$135,000 from the Municipal Trunks and Routes Paving Program, \$100,000 from the Canada Community Building Fund (formerly Gas Tax), and \$35,000 from the Capital Reserve Unrestricted.**



## AMHERST TOWN COUNCIL

RFD# 2026053

Date: April 27, 2026

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

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

**DATE:** April 27, 2026

**SUBJECT:** 2026/27 Capital Budget Amendment - Paving

---

**ORIGIN:** Province of Nova Scotia cost shared program for the paving of municipally owned Trunks and Routes.

**LEGISLATIVE AUTHORITY:** MGA Section 65A (4)

**RECOMMENDATION:** That Council approve an amendment to the 2026/27 general capital budget in the amount of \$270,000 including applicable taxes for the cold milling and paving of Victoria Street from Station Street to Acadia Street to be funded with \$135,000 from the Municipal Trunks and Routes Paving Program, \$100,000 from the Canada Community Building Fund (formerly Gas Tax), and \$35,000 from the Capital Reserve Unrestricted.

**BACKGROUND:** On April 16, 2026, the CAO received notice from the Nova Scotia Department of Public Works that our submission under the Cost Shared Program for Municipally owned Trunks and Routes Paving for fiscal year 2026/27 was approved for Victoria Street from Station Street to Acadia Street. The program will see the province pay for 50% of the eligible costs to cold mill and overlay this section of Victoria Street.

**DISCUSSION:** Annually for the past 3 years the Town has provided the province with a list of street sections that are municipally owned Trunks or Routes and in need of paving. Last year we received funding to mill and pave a section of South Albion Street from Robert Angus Drive to the Town Boundary.

Staff believe milling and paving this section of Victoria Street to be a worthwhile project. The average Paser rating is 6, making it a good candidate for resurfacing.

Milling and paving this section of Victoria Street is also a great opportunity to enhance the appearance and overall aesthetics of the downtown core as the new asphalt surface will provide a clean, uniform look.



**FINANCIAL IMPLICATIONS:** The source of funding for the milling and paving will be:

- \$135,000 from the Municipal Trunks and Routes Paving Program
- \$100,000 from the Canada Community Building Fund (formerly Gas Tax), and
- \$35,000 from the Capital Reserve Unrestricted.

**COMMUNITY ENGAGEMENT:** Public advisories would be issued as needed to facilitate this work.

**ENVIRONMENTAL IMPLICATIONS:** There are minimal environmental implications to this decision.

**SOCIAL JUSTICE IMPLICATIONS:** There is no social justice implications associated with this decision.

**ALTERNATIVES:** Do not approve the additional paving and notify the Province of Council's decision.

**ATTACHMENTS:** None

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# SYNOPSIS

## ASPHALT PATCHING TENDER

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The recently approved operating budget for 2026/27 includes \$535,000 for contracted patching services.

A tender for the asphalt patching program was issued with a closing date of April 14, 2026. The following two bids were received, excluding applicable taxes:

- Miller Group                      \$ 611,611.00
- Dexter Construction            \$ 519,600.00

As the tender is a unit price contract based on estimated quantities the final cost will be determined by the actual quantities of material used and will not exceed the budget approved by Council.

### **MOTION:**

**That Council award the Asphalt Patching Tender (RFT-25-29) to the lowest compliant bidder, Dexter Construction, at their unit prices based on our estimated quantities in the amount of \$519,600.00 plus HST.**



**AMHERST TOWN COUNCIL**

**RFD# 2026050**

**Date: April 27, 2026**

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

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

**DATE:** April 27, 2026

**SUBJECT:** Asphalt Patching Tender (RFT-25-29)

**ORIGIN:** Operating Budget for the year ending March 31, 2027.

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

**RECOMMENDATION:** That Council award the Asphalt Patching Tender (RFT-25-29) to the lowest compliant bidder, Dexter Construction, at their unit prices based on our estimated quantities in the amount of \$519,600.00 plus HST.

**BACKGROUND:** A tender for the asphalt patching program was issued with a closing date of April 14, 2026. The following two bids were received, excluding applicable taxes:

- Miller Group \$ 611,611.00
- Dexter Construction \$ 519,600.00

**DISCUSSION:** Awarding of the tender at this time will allow for timely completion of the Town's contracted spreader patching and service cut restoration.

**FINANCIAL IMPLICATIONS:** The recently approved operating budget for 2026/27 includes \$355,000 in Operations, \$50,000 in Sewage and \$130,000 in the Water Utility operating budgets for a total of \$535,000 for contracted patching services. The cost of the proposed work including non-refundable taxes, based on the estimated quantities is \$539,641. As the tender is a unit price contract based on estimated quantities the final cost will be determined by the actual quantities of material used and will not exceed the budget approved by Council.

**COMMUNITY ENGAGEMENT:** Social media posts will advise residents of the planned locations for asphalt patching activities.

**ENVIRONMENTAL IMPLICATIONS:** There are no direct environmental implications to the award of this contract. Asphalt patching does generate greenhouse gas emissions, however there is currently no alternative method of completing the work.



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

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

**ATTACHMENTS:** None

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# SYNOPSIS

## CUMBERLAND REGIONAL EMERGENCY MANAGEMENT ORGANIZATION EMERGENCY PLAN

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Following a review conducted by the Cumberland Regional Emergency Management Organization, it was determined that an updated emergency management plan was required to effectively support all municipal units that are parties to the Inter-Municipal Emergency Services Agreement (Amherst, Oxford and Cumberland).

This new Emergency Management Plan will modernize and update the existing operational framework to ensure it aligns with current risks, responsibilities, and operational requirements. The Cumberland Regional Emergency Management Plan outlines how the Cumberland Regional Emergency Management Organization prepares for, responds to, and recovers from significant emergencies affecting the Municipality of the County of Cumberland and the Towns of Amherst and Oxford. It provides an all-hazards framework built on mitigation, preparedness, response, and recovery, guiding decision-making to protect residents, property, and the environment while supporting the development of hazard-specific plans.

The plan emphasizes shared responsibility among governments, first responders, partners, and the public, with a strong focus on community education and collaboration. Supported by operational guidelines and hazard-based plans, the plan is a living document committed to continuous improvement through training, exercises, and community outreach, and is intended to complement, not replace the day-to-day emergency response procedures.

### **MOTION:**

**That Council approve the newly developed Emergency Management Plan.**

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

**SUBMITTED BY:** Greg Jones, Director of Fire Services

**DATE:** April 27, 2026

**SUBJECT:** Emergency Management Plan

---

**ORIGIN:** Following a review by the Cumberland Regional Emergency Management Organization, it was determined that an updated Emergency Management Plan was required.

**LEGISLATIVE AUTHORITY:** Emergency Management Act - Section 10, Sub section 1, Para b

**RECOMMENDATION:** That Council approve the newly developed Emergency Management Plan.

**BACKGROUND:** Provincial legislation requires that each municipal unit in Nova Scotia maintain an emergency management plan. The Town of Amherst, the Town of Oxford, and the Municipality of Cumberland County currently operate under a joint emergency management plan. This new Emergency Management Plan will modernize and update the existing operational framework to ensure it aligns with current risks, responsibilities, and operational requirements.

**DISCUSSION:** Following a review conducted by the Cumberland Regional Emergency Management Organization, it was determined that an updated plan was required to effectively support all municipal units that are parties to the Inter-Municipal Emergency Services Agreement.

The Cumberland Regional Emergency Management Plan (CREMP) outlines how the Cumberland Regional Emergency Management Organization (CREMO) prepares for, responds to, and recovers from significant emergencies affecting the Municipality of Cumberland County and the Towns of Amherst and Oxford. It provides an all-hazards framework built on mitigation, preparedness, response, and recovery, guiding decision-making to protect residents, property, and the environment while supporting the development of hazard-specific plans.

The plan emphasizes shared responsibility among governments, first responders, partners, and the public, with a strong focus on community education and collaboration. Supported by operational guidelines and hazard-based plans, CREMP is a living document committed to continuous improvement through training, exercises, and community outreach, and is intended to complement, not replace the day-to-day emergency response procedures.





## AMHERST TOWN COUNCIL

RFD# 2026048

Date: April 27, 2026

This newly developed plan will replace the currently approved Emergency Management Plan for the Cumberland Regional Emergency Management Organization. Upon approval of the plan by all parties to the Inter-Municipal Emergency Services Agreement, training and exercising of the new strategic plan will commence.

The plan was endorsed by the Advisory Committee of the Cumberland Regional Emergency Management Organization on March 24, 2026.

### **FINANCIAL IMPLICATIONS:**

Acceptance of this plan will have no financial implications on the Town of Amherst.

### **SOCIAL JUSTICE IMPLICATIONS:**

There is no social justice implications associated with the implementation of this plan.

### **ENVIRONMENTAL IMPLICATIONS:**

Not applicable

### **COMMUNITY ENGAGEMENT:**

Not applicable

### **ALTERNATIVES:**

Council may choose to not accept this plan.

**ATTACHMENTS:** Emergency Management Plan



# CUMBERLAND REGIONAL EMERGENCY MANAGEMENT ORGANIZATION

## EMERGENCY MANAGEMENT PLAN



## **FOREWORD**

The Cumberland Regional Emergency Management Plan (CREMP) was prepared with the intention of ensuring Elected Officials, Staff and Municipal Partners understand how the Cumberland Regional Emergency Management Organization (CREMO) will prepare for, respond to and recover from significant events that impact the Municipality of the County of Cumberland, the Town of Amherst and the Town of Oxford. This Document will refer to these three entities as CREMO.

The CREMO recognizes that emergency preparedness is the responsibility of everyone in the County, and this plan lays out CREMO's responsibility for community outreach through education sessions, preparedness tips, and resource availability to help residents be better prepared.

This plan serves as the overarching document that will guide CREMO's decision-making to do everything possible to protect all residents, their property, and the environment. It will also provide the foundation to develop the hazard-specific plans needed when disaster strikes.

The all-hazard philosophy recognizes that the same comprehensive framework of Mitigation, Preparedness, Response and Recovery can be used to address the impact of all types of disasters. This gives the CREMO a consistent approach to emergency management activities and promotes efficient use of all available resources.

The CREMO program is augmented by the Cumberland Regional Emergency Coordination Centre (CRECC) Operational Guidelines and several hazards-based operational plans. These specific documents address the activities performed by emergency management partners during the planning, response, and recovery phases of an emergency response.

CREMO strives for strong leadership within the emergency management community and is dedicated to continuous improvements to the emergency management program. This will be achieved through training, exercising and community outreach throughout the three municipalities. Therefore, this is a living document that will be amended as necessary through a planning process that is managed by the Cumberland Regional Emergency Management Coordinator (CREMC) in consultation with emergency management Partners.

The CREMO acknowledges that all citizens are involved in emergency management. Individual residents, communities, municipalities, each level of government, first responders, the private sector, volunteers, and non-government organizations (NGOs) are critical Partners. Solid Partnerships based on effective collaboration, coordination and communication are key components to sustainable emergency management programs.

The CREMO plans are not designed to replace existing procedures for managing normal day-to-day incidents in the three municipalities of Cumberland County. Normal day-to-day incidents are common occurrences that are managed effectively on a routine basis by Emergency Services and/or Municipal Departments. The CREMC may be involved to assist where needed and make recommendations if the situation requires an escalation in the response.

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### Plan Administration

The Cumberland Regional Emergency Management Coordinator (CREMC) is responsible for the maintenance and development of the Cumberland Regional Emergency Management Plan (CREMP). This plan has been developed in accordance with the Nova Scotia Emergency Management Act, S.N.S 1990, c.8 and the by-laws of the Municipality of the County of Cumberland, Town of Amherst and the Town of Oxford and is pursuant to the Inter-Municipal Emergency Services Agreement between the three entities.

### Review

The CREMP will be reviewed:

- As directed by the Regional Emergency Management Advisory Committee
- After an emergency, following an After-Action Review
- At the request of the CREMC or any CAO as identified in the Inter-Municipal Emergency Services Agreement.
- At the request of the NS Department of Emergency Management

### Revisions – Major

Version control of the plan is managed by the Cumberland Regional Emergency Management Organization (CREMO). The CREMC has the responsibility for maintaining all revisions and updates to this plan. Re-issue of this plan following an amendment or review will be recorded in the table below and distributed to the CREMO and all corporate and external Partners as required. Examples of major revisions are when a section or a large portion of the plan is updated and/or revised.

REVISION NUMBER	DESCRIPTION OF CHANGE	AUTHOR	EFFECTIVE DATE

The controlled master copy of this plan is held by the CREMO. Overall responsibility for the plans and their distribution rests with the CREMC.

A list of agencies the CREMP is sent to will be documented and numbered. Copies of the CREMP will also be available electronically on the three municipalities network drive (shared drive). The plan will be available in a “read-only” format.

**Cumberland Regional Emergency Management Plan – Approving Authority**

<b>Municipality of the County of Cumberland</b>	
Chief Administrative Office/Clerk	Mayor of the County of Cumberland
Date	Date
<b>Town of Amherst</b>	
Chief Administrative Office/Clerk	Mayor of Amherst
Date	Date
<b>Town of Oxford</b>	
Chief Administrative Office/Clerk	Mayor of Oxford
Date	Date

## **PART 1 - PURPOSE AND SCOPE**

The primary focus of the Cumberland Regional Emergency Management Plan is to provide strategic direction outlining how the Region will conduct their response to an emergency that may have beyond normal impacts to people, property and or the environment. This plan identifies the governance, requirements under the Nova Scotia Emergency Management Act, roles and responsibilities, potential hazards, and the level of municipal response to those hazards. This plan also provides the framework for the Cumberland Regional Emergency Coordination Centre activation, public alerting and processes for the implementation of hazard-specific contingency plans.

The number and severity of emergencies and disasters across the province that challenge individuals, communities, and all levels of government are increasing due to the diversity of human and natural hazards and climate change. These same factors will influence the threat of flooding, fires, severe weather, and industrial accidents across the region.

This plan is based on a flexible and scalable all-hazards approach throughout the Emergency Management Continuum: prevention and mitigation, preparedness, response, and recovery. This is achieved by:

- Ensuring appropriate strategies are developed to minimize the adverse effects of a disaster on our region.
- Developing risk-based plans with a community focus as Annexes to the CREMP.
- Describing the organization, roles, responsibilities, and procedures for effective emergency management.
- Outlining operations for effective disaster management across the four phases of the Emergency Management Continuum.
- Describing the committees and agencies established for the coordination of multi-agency responses.
- Assessing and regularly re-evaluating the likelihood and potential impacts of identified and emerging threats to public health and safety, public and private infrastructure, environment, and economy.
- Providing information to build community resilience and better assist communities in preparing for, responding to, and recovering from disaster events.
- Providing a comprehensive framework for emergency and disaster management activities.

### **1.1 Comprehensive Approach**

A comprehensive approach is adopted throughout emergency management planning to ensure that risk reduction and community resilience are developed in unison, while maintaining effective response and recovery capabilities. The comprehensive approach provides an overarching framework for emergency and disaster management by acknowledging the need for sufficient resources for all phases of the emergency management continuum.

### 1.1.1 Prevention and Mitigation

- Prevention is the action taken to avoid the occurrence of negative consequences associated with a given threat or Hazard.
- Mitigation is the actions taken to adapt to, eliminate or reduce the impact of disasters to protect lives, property, the environment, and reduce economic disruption.

This includes hazard identification, risk assessment and implementation of measures to reduce the exposure and vulnerabilities to the potential consequences of events arising from identified hazards. Land-use and zoning management, building and maintenance of critical infrastructure, flood plain mapping, and public education campaigns are examples of prevention and mitigation initiatives.

### 1.1.2 Preparedness

Preparedness is the process of building capacity to effectively respond when people, property, the environment, or the economy are impacted by disasters.

This includes plans to ensure a timely response. Relief and rehabilitation in the event of an emergency or disaster. It requires appropriate organizational structure, trained personnel, plans and procedures. Preparedness activities include the establishment of Mutual Aid or Assistance agreements, memorandums of understanding (MOU) for goods and services, inventories of resources and ongoing training and exercises.

### 1.1.3 Response

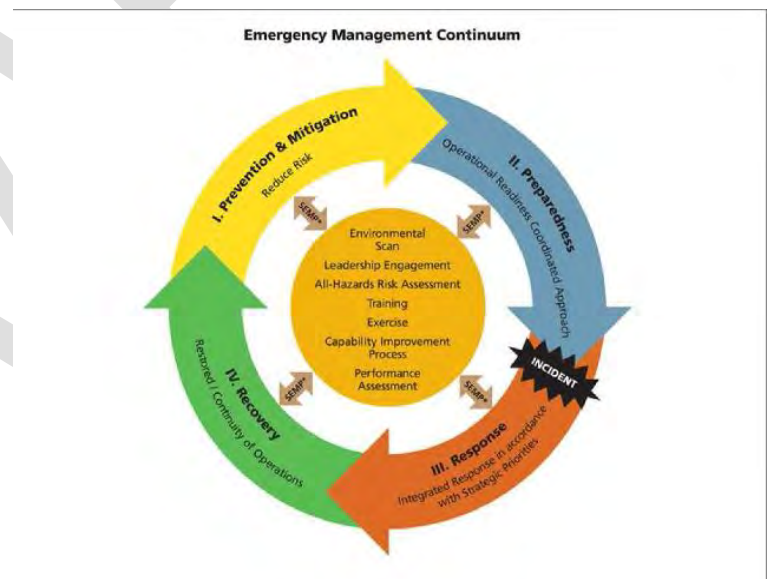
Response is the actions taken to minimize the impact of emergencies or disasters on people, property, and the environment during an incident.

This is the process by which immediate assistance is provided to affected persons and the community. Response operations deal with the immediate issues related to an emergency or disaster. Police, Fire and Ground Search and Rescue (GSAR), Emergency Hospital Services (EHS), as well as internal Municipal Partners respond to everyday emergencies. When emergencies go beyond the first responder's normal procedures and warrants support from CREMO, the CRECC is activated to the level needed to provide that support.

### 1.1.4 Recovery

Recovery are the actions taken to repair and restore a community to normality after a disaster.

Reducing the negative impacts experienced by residents is a priority. Planning early for community recovery can help to limit the period of disruption for people living in disaster-impacted areas. There are three recognized phases of recovery.



- **Short-term:** To support and meet the immediate needs of individuals, businesses and the community affected by the event. This may occur while essential services are being restored to the level where response agencies are no longer required to maintain them.
- **Medium-term:** To continue the coordinated response of supporting affected communities in the reconstruction of physical infrastructure, restoration of the economy and the environment, and support for the emotional, social, and physical well-being of those affected. Recovery can occur for weeks and months after the event.
- **Long-term:** To continue the established coordinated process from the Medium-term phase for as long as necessary after the event.

The recovery plan is designed to aid officials in decision-making when coordinated actions are required for effective recovery from a specific event. It is important to acknowledge that response activities may be occurring during the recovery phase. CREMO plays primarily a support and coordinating role during the response to a major incident. However, CREMO will take a leadership role in the recovery phase.

## 1.2 Comprehensive Emergency Management

### 1.2.1 All Hazards Approach

An all-hazards approach employs generic emergency planning methodologies, modified as necessary according to the circumstances. It involves the development of arrangements for managing the extensive range of possible effects and risks associated with emergencies and disasters. The all-hazards approach is useful as the range of impacts can create similar consequences, which require similar actions. However, some risks will necessitate specific prevention measures, response, and recovery actions.

### 1.2.2 Prepared and Resilient Communities

The REMC will ensure strong links between individuals, volunteer organizations and local authorities to enhance community preparedness and resiliency. Community members should be informed of the risks and follow the advice on appropriate precautions. When effectively integrated into disaster management plans, community organizations may be capable of providing assistance and access to resources, expertise, and specialized skills. Individuals and communities should be prepared to support themselves during an emergency for up to 72 hrs.

The CREMO's primary objective when responding to emergencies and disasters is managing the consequences of events to reduce the impact on individuals, property, the environment, and the economy. Consequence management enables the efficient and effective support of communities through key response and recovery plans.

## Part 2 – GOVERNANCE

1.	Province of Nova Scotia Emergency Management Act – <b>Annex</b>
2.	MCC Regional Emergency Management By-Law 13-02 - <b>Annex</b>
3.	Town of Amherst Emergency Management By-Law – <b>Annex</b>
4.	Town of Oxford Emergency Management By-Law – <b>Annex</b>
5.	Inter-Municipal Emergency Services Agreement– <b>Annex</b>

The **Nova Scotia Emergency Management Act** is the primary legislation related to emergency management in the province and establishes the powers and responsibilities of Provincial and Municipal governments and their respective emergency management organizations.

The Nova Scotia Emergency Management Act (NSEMA) provides direction on emergency management roles and responsibilities and requirements of municipalities to plan and prepare for the safety of their respective communities. The NSEMA provides the requirements for the Cumberland Regional Emergency Management Advisory Committee (CREMAC), Cumberland Regional Emergency Management Organization (CREMO), Cumberland Regional Emergency Management Coordinator (CREMC), regional collaboration, and emergency management planning and exercises.

The *Municipal Emergency Management Bylaw* establishes the CREMO as follows:

- A Regional Emergency Management Organization
  - The Regional Emergency Management Organization shall consist of the following persons and Committees:
    - A Regional Emergency Management Advisory Committee;
    - A Regional Emergency Management Coordinator; and
    - A Regional Emergency Management Planning Committee.

The *Emergency Management Bylaws* of the parties to the Agreement sets out the responsibilities of the CREMO. This plan outlines the structure and decision-making process during emergencies and disasters as well as the roles and responsibilities of elected officials, committees, and Cumberland Regional Emergency Coordination Centre (CRECC) staff.

### 2.1 Reporting Structure and Governance

The Province of NS Emergency Management Act, the 3 by-laws for the Town of Amherst, Town of Oxford and the Municipality of the County of Cumberland, and the Inter-Municipal Emergency Services Agreement explains the structure and governance of CREMO.

#### 2.1.1 Mayor and Council

In accordance with the NSEMA, each municipality is responsible for the direction and control of the municipality's emergency response and the preparation of emergency plans and programs.

The *Emergency Management Act* establishes that:

A local authority shall establish and maintain, subject to the regulations, an emergency management agency to act as the agent of the local authority in exercising the local authority's powers and duties under this act (*Emergency Management Act, 1990, c.8, p.6*). In the Region the CREMO is authorized to act as the agent of the local authorities.

#### 2.1.2 Emergency Advisory Committee

The *Emergency Management Act* requires that:

- Each Council shall appoint members to serve as representatives on the Regional Emergency Management Advisory Committee, in accordance with the Agreement and for the applicable term.
- The Councils agree to the establishment of a Regional Emergency Management Organization in accordance with the Agreement.
- The Regional Emergency Management Advisory Committee shall:
  - Be responsible for directing and overseeing the development of the regional emergency management plans;
  - Brief council(s) on the development of these plans;
  - Recommend declaration of a State of Local Emergency to the Council(s) of participating municipalities, as required, or in the event such Council(s) cannot be assembled in a timely manner, the senior elected official of the affected municipality(s) may declare such a state in accordance with the NSEMA;
  - Be responsible for the executive direction and management of emergency activities during a State of Local Emergency;
  - With the approval of the Minister, recommend the renewal of a State of Local Emergency;
  - Brief Council(s) on developments during a State of Local Emergency;
  - Recommend the termination of a State of Local Emergency;
  - Ensure a copy of any signed declaration of a State of Local Emergency is delivered to the Minister.
- In carrying out its responsibilities, the Agreement provides for:
  - Establishment of sub-committees or working groups as it deems advisable to seek information and advice from key Partners with respect to Emergency Management in the Region.

#### 2.1.3 Chief Administrative Officer

The Chief Administrative Officer (CAO) shall:

- Appoint such members of the Municipality's senior leadership team to the Cumberland Regional Emergency Management Organization each CAO deems appropriate to support the Organization's duties and functions.

- Recommend for Approval, the Region's Emergency Management Plan.
- Approve such administrative directives, business continuity plans and other supporting documents as each CAO deems advisable to support the Emergency Management Plan.
- Act as the Commander of the Emergency Coordination Center.

#### 2.1.4 Cumberland Regional Emergency Management Coordinator (CREMC)

In accordance with the by-laws and the inter-municipal emergency management agreement:

- The REMC shall be appointed in accordance with the Agreement.
- The REMC shall be employed by the Municipality of the County of Cumberland for work incurred under this Municipality of Cumberland By-Law 13-02 November 13, and the Inter-Municipal Emergency Management agreement.
- The REMC shall:
  - coordinate and prepare regional emergency management plans;
  - During activations, coordinate ECC responsibilities with the Emergency site.
  - During activations, assume the position of Liaison Officer or other duties as assigned by the ECC Commander.

## 2.2 State of Local Emergency

The *Nova Scotia Emergency Management Act* specifies the authority with respect to the declaration, renewal, and termination of a State of Local Emergency (SOLE) as well as the powers delegated to local authority once a SOLE is declared.

Section 12(1) to 12(5) of the NSEMA provides for the establishment of the following:

- The Minister, after consulting, if it is practical to do so, with a majority of the members of a committee established pursuant to Section 5 or a quorum of the Executive Council and, if the Minister is satisfied that an emergency exists or may exist, may declare a state of emergency in respect of all or any district, subdistrict or area of the province.
- A municipal council may, when satisfied that an emergency exists or may exist in all or any area of that municipality, declare a state of local emergency in respect of that municipality or area thereof.
- If a municipal council is unable to act promptly, the mayor or warden may exercise the authority of the municipal council contained in subsection (2) after consulting, if it is practical to do so, with a majority of the members of the council's committee to advise on the development of emergency management plans.
- A declaration pursuant to this Section shall identify the nature of the emergency and the area in which it exists.

- Nothing in this Section prevents the Minister from declaring a state of emergency, whether a state of local emergency has been declared or not. 1990, c. 8, s. 12; 2005, c. 48, s. 6

In accordance with the NSEMA, the Minister may revoke a State of Local Emergency if the declaration is deemed inappropriate. A declaration of SOLE lapses after seven days unless it is renewed or cancelled by the mayor or delegate.

A Declaration of a State of Local Emergency must:
<ul style="list-style-type: none"> <li>• Identify the nature of the emergency, disaster, or catastrophe, and the area of the Municipality that is affected</li> </ul>
<ul style="list-style-type: none"> <li>• Provide the date and the time that the declaration of SOLE is declared, with signatures and title(s) of the officials making the declaration</li> </ul>
<ul style="list-style-type: none"> <li>• Be made public immediately by the most effective means of communication</li> </ul>
<ul style="list-style-type: none"> <li>• Notify the Minister Responsible; This is done by contacting the Nova Scotia Department of Emergency Management (NSDEM)</li> </ul>

An official declaration of SOLE provides extraordinary powers in relation to the area of the Municipality affected by the SOLE declaration. When a SOLE is declared, the CAO is authorized to exercise the powers delegated to the CAO from Council. CAOs can delegate these powers and may authorize any persons at any time to exercise any power given to the CAO in relation to any part of the municipality affected by the declaration of a SOLE. In the absence of the CAO, all broad powers delegated to the CAO are delegated to their Designate.

POWERS AVAILABLE UNDER STATE OF LOCAL EMERGENCY
Cause the Regional Emergency Plan or any related plans or programs to be put into effect.
Control or prohibit travel to or from any area in the municipality.
Authorize the conscription of persons needed to meet an emergency.
Procure or fix prices for food, clothing, fuel, equipment, medical supplies or other essential supplies and the use of any property, services, resources or equipment within the municipality for the duration of the State of Emergency.
Any other acts necessary to respond to the emergency, but not specified in Section 14 of the <i>Nova Scotia Emergency Management Act</i>
Provide for the maintenance and restoration of essential facilities, the distribution of essential supplies and the maintenance and coordination of emergency medical, social and other essential services.
Cause or order the evacuation of persons and the removal of livestock and personal property threatened by the emergency and make arrangements for the adequate care and protection thereof.
Authorize the entry by a person into any building or upon land without a warrant.
Cause or order the demolition or removal of anything where the demolition or removal is necessary or advisable for the purpose of reaching the scene of an emergency, of attempting to forestall its occurrence or of combating its progress
Order the assistance of persons needed to carry out the provisions mentioned in this section.
Regulate the distribution and availability of essential goods, services, and resources.

Authorize and make emergency payments.
Assess damage to any works, property or undertaking and the costs to repair, replace or restore the same.
Assess damage to the environment and the costs and methods to eliminate or alleviate the damage.

## 2.3 Operations

The Cumberland Regional Emergency Management Organization (CREMO) supports and, at times, coordinates response efforts from the Cumberland Regional Emergency Coordination Center (CRECC) facility in cooperation with internal municipal departments, external agency Partners, and the provincial government. In most instances, “operations” is an emergency site responsibility, however, the CRECC has a responsibility to support, coordinate and at times, set up the necessary support facilities to look after evacuees, ensure municipal essential services continue and notify the public of potential dangers through the Public Alert Systems.

Departments whose managed services are directly related to the protection of life, property, and/or environment are considered lead departments. A Lead Department provides leadership and subject matter expertise for an emergency management event, including advice on legislation that pertains to their role in the municipality. For example, the Engineering and Public Works Department is responsible for the provision of potable water; therefore, should a major water emergency occur, the Engineering and Public Works Department could be tasked as the lead department for the response directly related to the provision of water. This relates to outside agencies as well that have a responsibility to provide essential services during emergency times. The CRECC would provide coordination and support to the Lead Departments/Agency.

Municipal directors and managers have specific responsibilities in relation to Emergency Management, including but not limited to:

- Understanding the prescribed emergency management roles and responsibilities related to prevention/mitigation, preparedness, response, and recovery, designated to their department and allocating staff and resources accordingly.
  - Ensuring corporate policies and procedures related to emergency management are appropriately operationalized in their department.
  - Ensuring the completion and implementation of department-specific procedures for the prevention/mitigation of and operational response to emergency events involving department staff and/or equipment.
- Supporting staff to engage in emergency management training, exercising and development opportunities as they pertain to their designated roles in emergency plans and programs.
- Supporting the development and implementation of the Cumberland Regional Emergency Management Plan (CREMP) and all corresponding plans and procedures. Participating fully in any emergency management related committees and/or agencies to which said director or manager is a designated member.

- Taking part in training and exercising opportunities related to their prescribed role(s) in emergency management plans and programs.

### PART 3 – Hazard, Risk, and Vulnerability Analysis

#### 3.1 List of Hazards Identified for the Region

The following table provides the list of hazards that the Cumberland Region can be impacted by during particular times of the year. They are prioritized; however, either of these hazards can and most likely will have major impacts on Cumberland municipalities.

Contingency plans, along with logistical support documents, will help lessen the impact and help Cumberland municipalities respond and recover from these events as effectively and efficiently as possible.

RISK EVENT	SEVERITY	LIKELIHOOD
Wildfire	Major	Very High
Hurricane	Moderate	High
Severe Storm - ICE	Major	High
Flooding	Moderate	Moderate
Tantramar Marsh Incident	Moderate	Moderate
Severe Heat Event	Moderate	Moderate

### PART 4- Summary of Major Risk Events (See annexes for Contingency Plans)

#### 4.1.1 Wildfires

Most wildfires in Nova Scotia occur during the spring and summer seasons, when conditions are optimal for fire ignition and spread. Fire locations are closely tied to where people reside. Densely populated areas frequently have many fires, while remote areas have few. Only about 3% of wildfires are caused by lightning strikes in Nova Scotia. The major cause of wildfires in Nova Scotia is human caused, followed by recreational, residential, and industrial activities. The **Wildfire Contingency Plan** will address the actions the Cumberland Regional Emergency Management Organization will take during a wildfire incident in Cumberland Region.

#### 4.1.2 Hurricanes

Hurricanes have major impacts on our area that can affect transportation, utilities Homes and infrastructure. The **Hurricane Contingency Plan** will address the actions the Cumberland Regional Emergency Management Organization will take during a hurricane incident in the Cumberland Region. Planning, response and recovery efforts outlined in the contingency plan are specific to the impacts of a hurricane and serve as a guide that speaks to roles, responsibilities and resources.

#### 4.1.3 Floods

Floods are a natural part of Nova Scotia’s environment, but they become a cause for concern when they intersect with communities, damaging lives, commerce, and property. The Region has several “*at risk*” areas that include the Tantramar Marsh, Advocate Harbour, Parrsboro, and areas along the North Shore, to highlight a few.

In many areas of the Cumberland, flooding can be difficult to predict. The frequency and severity of any flood is governed by a complex interaction of weather events, local geography, and human factors. The **Flood Contingency Plan** addresses the high and medium risk areas of Cumberland with an emphasis on the movement of people,

#### 4.1.4 Snow and Ice Storms

During the winter months, severe weather conditions often occur in this area, including heavy snowfalls, ice storms, and severe winds. Long-term power outages resulting from these conditions can cause severe hardship.

#### 4.1.5 Tantramar Marsh Incident

An incident on the Tantramar Marsh puts extreme pressure on the municipalities in Cumberland County. When travellers can not navigate the Marsh, traffic builds up in the municipalities, causing congestion and impedes emergency response, such as fire, police and EHS. A traffic staging plan helps alleviate this issue and provides for coordinated egress when the highway opens.

## Part 5 – Cumberland Regional Emergency Coordination Centre (CRECC)

### 5.1 CRECC

The CRECC is the established place where members of the emergency management team coordinate and support emergency response. During a major emergency or incident, the CRECC will be staffed with municipal employees and partner agencies to strategically coordinate resources in support of on-scene operations.

### 5.2 Activation of Regional Emergency Coordination Center (CRECC)

The CRECC may be activated by the CAOs or their delegates in response to any event that has a significant community consequence. Timely activation is critical for an effective response to minimize loss of human life, property loss or damage, or damage to the environment or economy. When activated, one of the three (3) CAO’s become the ECC Commander. They may delegate this if the situation requires it.

The CRECC may be activated when the following criteria are met:

- The number of people who may be at risk is significant.
- The event requires centralized decision making to mitigate impact.
- The event requires attention outside the scope of regular business activities.
- The event is pre-planned and requires active management to ensure public safety.

- Response coordination is required because;
  - It is a large, widespread event.
  - Several responding agencies are involved, and/or
  - There are multiple emergency sites.
- Resource coordination is required because:
  - There are limited local resources, and/or
  - There is a significant need for external resources; and
  - Conditions are uncertain because the event may escalate and/or the extent of the threat to people, property and/or the environment is not known.
- A declaration of “State of Local Emergency” (SOLE) is in effect; the CRECC can be activated without a SOLE being declared.

### 5.3 Levels of Activation

The magnitude, scope and stage of the emergency will determine to what level the CRECC is activated and what positions are required within the incident management team. When the CRECC is activated, Incident Command System (ICS) positions in the CRECC are staffed dependant on the activation level.

When it is determined that the CRECC is no longer required (CAO or Designate has authority to terminate operations), to coordinate emergency response and recovery operations, the CRECC will be deactivated.

The following chart outlines general considerations for the determination of the level of activation.

Levels of Activation	Event/Situation	Activity
<b>Monitor</b>	<ul style="list-style-type: none"> <li>• Potential Threat has been identified.</li> <li>• Pre-response readiness activities and monitoring.</li> </ul>	<ul style="list-style-type: none"> <li>• Virtually or Physically in the ECC</li> <li>• Level 1 Staffing</li> <li>• No formal ICS forms required (although documentation of awareness activities logged)</li> <li>• No conscription on non-EM-Staff</li> </ul>
<b>Partial</b>	<ul style="list-style-type: none"> <li>• Limited Evacuations</li> <li>• Large scheduled events (high Potential)</li> <li>• Some resource/support required.</li> <li>• Monitor status of ongoing incident</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual or Physically in the ECC</li> <li>• Level 2 Staffing</li> <li>• ICS forms and Operational Periods required.</li> <li>• Conscription of ECC/MCC Staff personnel</li> </ul>

<b>Full</b>	<ul style="list-style-type: none"> <li>• Multiple Sites</li> <li>• Multiple Agencies involved.</li> <li>• Extensive evacuations</li> <li>• Infrastructure damage</li> <li>• Above typical resources/support required.</li> <li>• Potential for declaration of State of Local Emergency</li> </ul>	<ul style="list-style-type: none"> <li>• Physical Activation</li> <li>• Level 3 Staffing</li> <li>• ICS Forms required.</li> <li>• External Partners as needed.</li> <li>• Extended Operational period staffing relief considerations.</li> </ul>
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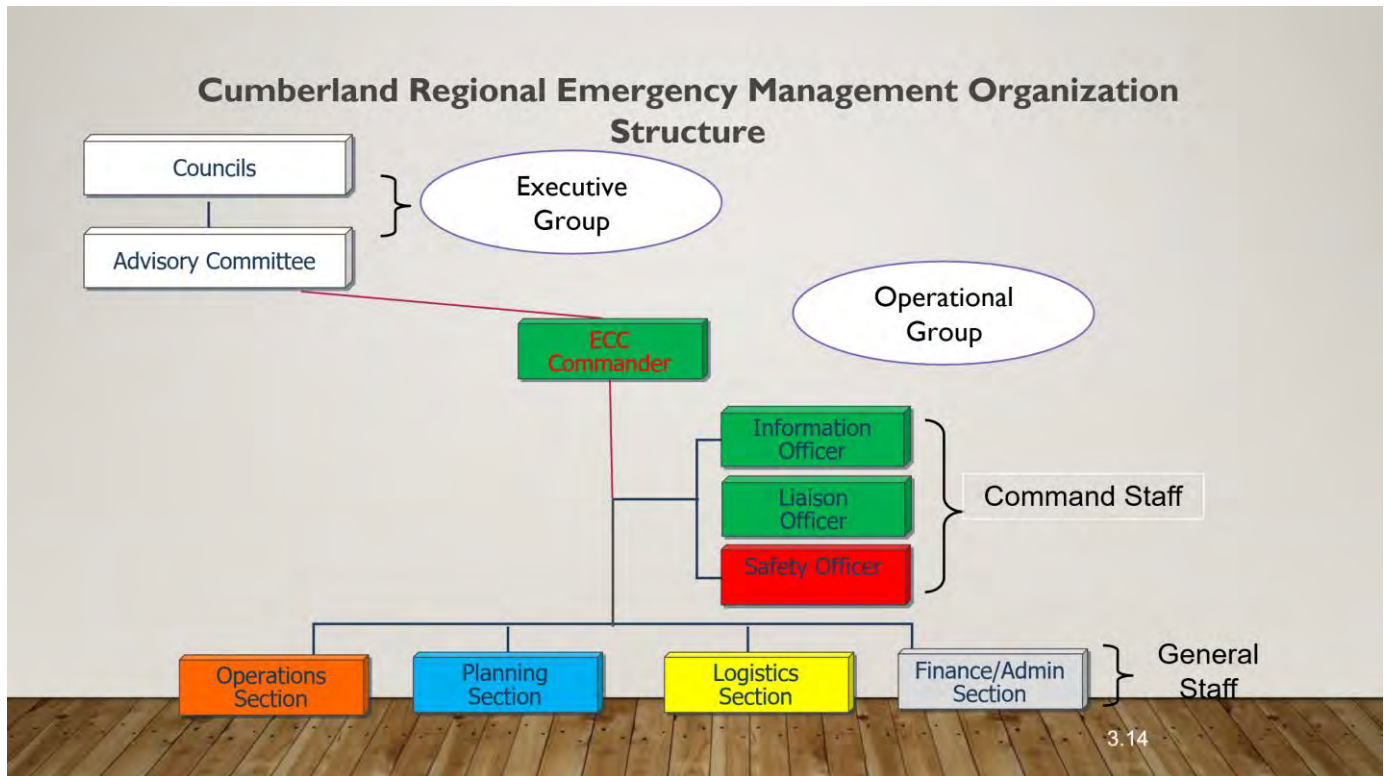
#### 5.4 CRECC Organization under Incident Command System (ICS)

NSDEM requires the municipalities to train to and operate under the Incident Command System (ICS) when managing emergencies. Cumberland REMO has adopted ICS and activates the functions necessary when responding to emergencies. ICS is divided into five sections:

- Command (REECC Commander, Information Officer, Safety Officer, Liaison Officer),
- Operations Section
- Planning Section
- Logistics Section
- Finance Section

## 5.5 CRECC Command Positions

Below are brief descriptions of the CRECC Command Positions within the CRECC.



### 5.5.1 ECC

#### Commander

- The CAO is the designated CRECC Commander and is a direct link to the Advisory Committee
- Maintains overall responsibility for the incident as it pertains to Municipalities
- Oversees all the activities of the CRECC
- Enacts the policy guidance as required.
- Provides high-level incident briefs to the Mayor, Council and Partners as required.
- Provides policy guidance to the CRECC Staff.
- Can appoint and/or replace a site IC if required or if a more qualified person is available.

### 5.5.2 Information Officer (IO)

- Serves as the coordination point for public information and media relations.
- Actions the policies and procedures defined in the Crisis Communications Plan
- The IO may be assigned assistants as necessary.
- All communications must be approved by the CRECC Commander or Site IC.

### 5.5.3 Safety Officer

- Develops and recommends measures to ensure personnel safety and to assess and anticipate hazardous situations.

- Liaises with other Section Chiefs to ensure the overall safety of the incident or event.
- The Safety Officer has the authority to exercise an emergency stop to any unsafe act if personnel are in imminent danger.
- Coordinates multi-agency Safety efforts.

#### 5.5.4 Liaison Officer (LO)

- Functions as a point of contact for outside agencies and representatives that may be asked to attend the CRECC.
- Assists and serves as an advisor to the ECC Commander.
- Communicates CRECC Guidelines, directives, Incident Support Plans, and Situation reports to Partners and Stakeholders.
- Maintains a list of assisting and cooperating agencies and Agency Representatives.

### 5.6 CRECC Section Descriptions

#### 5.6.1 Operations Section

- Communicates Operational needs to appropriate CRECC personnel.
- Assists the IC in developing objectives and strategies for the incident.
- Oversees tactical operations.
- Gathers situational information, responds to the evolving needs of groups working in the field and recommends adjustments to action plans through the IC.
- Ensures effective communication between service providers and first responders, and the CRECC.

#### 5.6.2 Planning Section

- Leads the operational planning process.
- Establishes specialized planning teams, including recovery planning.
- Conducts advanced planning, ensuring foresight in developing plans to address potential issues likely to occur in subsequent operational periods.
- Manages and oversees the collection of incident-related documentation, maintains a permanent archive of incident decisions and Incident Action Plans (IAP) associated with the event.

#### 5.6.3 Logistics Section

- Provides telecommunications services, human resources and information technology resources, as well as arranging for food, lodging, and other support for the CRECC.
- Coordinates closely with the planning Section when the site is requesting additional resources.
- Ensure that the transportation and facility requirements, in support of response operations, are met when evacuations are taking place or are going to occur.

#### 5.6.4 Finance Section

- Ensures the financial records are maintained throughout the incident.
- In consultation with the CAO and IC establishes spending limits.
- Monitors section activities continuously and modifies emergency financial procedures as necessary.

- Collects and maintains documentation of disaster information for possible reimbursement, prepares and coordinates disaster financial assistance documents and claims.
- Tracks, records, and reports on-duty time for personnel and other resources.

### 5.7 Regional Evacuation Plan/ Re-entry Plan (see Annex for Evacuation and Re-entry Plan)

An evacuation is defined as the process of removing people from an area where a present or imminent situation has or may result in the loss of life or the risk to the safety, health, and well-being of individuals. Damage to property or the environment may also trigger an evacuation if it poses a risk to the health and safety of residents.

The evacuation/re-entry plan streamlines the evacuation process by providing an organized framework for the activities involved in coordinating and conducting an evacuation and re-entry. The goal is to provide the framework and guidance for identifying different needs and vulnerabilities to communities in the region, to allow for a safe, effective, and coordinated evacuation of individuals from an emergency-affected area. The evacuation plan is developed so it can be adapted to meet the specific evacuation support the Incident Commander requires.

### 5.8 Recovery and Re-Entry

The goal is for the Region, our citizens and businesses to recover from the event. This includes restoring the physical infrastructure where possible or desirable, as well as addressing the emotional, social, economic, and physical well-being of those involved. If property damages have been incurred as a result of a natural hazard, then a request will be made under the Nova Scotia Disaster Financial Assistance Program (NSDFA).

The Region will attempt to maintain a current essential services list. This list will contain the names of persons needed to restart systems that must be in place before evacuees can return home. In some situations, and if it is safe to do so, essential services personnel may be required to remain in the community to provide security, information, and assessments on the conditions in the community.

When the emergency that prompted the evacuation has been resolved, it will be necessary to plan for the return of evacuees. The impacted area must be safe for residents and business owners to return. The decision to re-enter an area that has been evacuated is based on public safety factors, including:

- Whether the threat that prompted the evacuation has been resolved or the incident has been stabilized.
- Access to the community is assured.
- Infrastructure is safe and accessible.
- Hazards connected to the emergency have been eliminated.
- Homes are safe to be occupied
- Weather conditions allow for a safe return.
- Essential services have resumed and are sufficient to support returning evacuees.

Since the degree of damage will likely vary within the affected area, a phased re-entry process may be used. As geographic areas are declared safe for re-entry, evacuees will be able to return home.

## PART 6 - ROLES AND RESPONSIBILITIES

### 6.1 Advisory Committee

- Review the CREMP and related plans and programs at least once per year.
- Participate in appropriate emergency management training and exercises.
- Advocate for Disaster risk reduction activities and advance preparedness initiatives at the individual, family, and community levels to create a resilient region.
- Contribute to community education and awareness about local hazards and personal emergency preparedness.
- The Roles and Responsibilities of elected officials do not include attendance at the Regional Emergency Coordination Centre or the Incident Site unless specifically requested and organized by the CRECC commander.
- Declare, renew, or terminate a State of Local Emergency (SOLE) as recommended by the CRECC Commander.
- Keep the community informed of the situation using approved information from the CRECC.
- Serve as spokesperson(s) for the emergency when directed by the CRECC Commander.
- Provide approved briefings to other levels of government.
- Authorize major expenditures as required.

The purpose of the Emergency Advisory Committee is to advise Councils on matters related to the Municipality's Emergency Management Program.

#### 6.1.2 Chief Administrative Officers

During an activation, the Chief Administrative Officers of Town Amherst, Municipality of the County of Cumberland, and Town Oxford will provide the necessary corporate resources to assist the CREMO in managing the event.

##### **During non-emergency times, CAOs**

- Work with CREMC to ensure the emergency management program is developed, trained, and tested.
- Review annually the Inter-Municipal agreements to ensure they meet the needs of the region,
- Make Training and Exercises **mandatory** for staff.
- Act in a strategic advisory capacity to the Mayors and Council

### **During emergencies:**

- Act as the Emergency Coordination Center Commander,
- Work with the CRECC on determining response and recovery priorities,
- Maintain essential and non-essential services outside of the incident site.
- Maintain an open channel for communication with the site commander(s)

### **6.1.3 Director of Protective Services**

The Director of Protective Services (DPS) is responsible for the following activities:

- Oversee the development and ongoing Reviews of the emergency management program for CREMO.
- Perform other duties as prescribed by the CAO.
- Recommend a declaration, renewal and/or termination of a SOLE.

### **6.1.4 Cumberland Regional Emergency Management Coordinator**

The Cumberland Regional Emergency Management Coordinator (CREMC).

#### **Normal day activities:**

- Develop and participate in exercises and ensure personnel are trained in emergency management plans and procedures.
- Prepare and maintain the CRECC, ensuring it's always in a ready state.
- Recommend risk reduction, mitigation, and preparedness measures to the Director of Protective.
- Performs annual updates to the CREMO Emergency Management Program.
- Develop and maintain stakeholder relationships.
- Develop and implement the community outreach program.

#### **Emergency time activities:**

- If the CRECC is activated, assume the duties of the Liaison Officer.
- Conduct emergency response operations under the direction of the CRECC Commander.
- Visit the Incident Command Post for real-time situational awareness.
- Perform duties assigned for the activated level of the CRECC.

## **Part 7 – TRAINING AND EXERCISES (See Annex for Training and Exercise Plan)**

Training and exercises are critical components of the Cumberland Regional Emergency Management Program

## 7.1 Training

Completion of courses will ensure that participants have the core knowledge and confidence to fulfil their duties in an ECC position. The training program is designed to deliver a range of in-house and accredited training and development opportunities, which cover Basic ICS and ECC training and ECC position-specific training that is tailored to the Cumberland Regional Emergency Management Organization, meets NSDEM training standards and addresses the current hazards the region has identified.

## 7.2 Exercises

Exercises are controlled, objective -based activities used to practice, evaluate or test plans or procedures and resources. Exercises are designed to motivate personnel to think or act as they would in a real-life event.

The Nova Scotia Department of Emergency Management requires municipalities to participate in **two** tabletop exercises each year and **one** full-scale exercise every four years. In at least one training exercise annually, with a larger functional exercise being conducted every four years. All exercises are reported to NSDEM and contain an after-action report, so gaps in the emergency management program can be addressed.

Exercises form an important part of the process as they provide the opportunity to assess the operational readiness of the organization and the effectiveness of various plans. Exercises range from small-scale one to two-hour activities to large, day-long events.

Regardless of size, exercises are useful to:

- Evaluate plans.
- Explore issues.
- Promote awareness.
- Develop or assess competence.
- Demonstrate capability.
- Practice interoperability.
- Validate training.
- Identify gaps, and
- Evaluate equipment, techniques, and processes.

Evaluation is the cornerstone of an exercise and must be considered throughout all phases. Effective evaluation assesses performance against exercise objectives, and identifies and documents strengths and areas for improvement, as well as an analysis of the management of the exercise. Following an exercise, all participants should have the opportunity to engage in a debrief. This ensures that all opportunities for improvement are noted and incorporated into future training activities and all procedures are updated as required.

## ACRONYMS

CAO	Chief Administrative Officer
CREMP	Cumberland Regional Emergency Management Plan
CRECC	Cumberland Regional Emergency Coordination Centre
CREMC	Cumberland Regional Emergency Management Coordinator
DPS	Director of Protective Services
DNR	Department of Natural Resources
EAC	Emergency Advisory Committee
ECC	Emergency Coordination Center
EM	Emergency Management
EHS	Emergency Health Services
ESS	Emergency Social Services
GSAR	Ground Search and Rescue
NSDEM	Nova Scotia Department of Emergency Management
NSDFA	Nova Scotia Disaster Financial Assistance Program
NSEMA	Nova Scotia Emergency Management Act
HRVA	Hazard, Risk and Vulnerability Assessment
IAP	Incident Action Plan
IC	Incident Commander
ICS	Incident Command System
MOU	Memorandum of Understanding
NGO	Non-Governmental Organization
PCC	Provincial Coordination Center
PSFC	Public Safety and Field Communications
PW	Public Works
RCMP	Royal Canadian Mounted Police
SITREP	Situation Report
SOLE	State of Local Emergency
SOP	Standard Operating Procedures

DRAFT

**Annex's Added as Separate Documents**

- 1: Emergency Coordination Centre Plan
- 2. Wildfire Contingency Plan

DRAFT

# SYNOPSIS

## By-law to Amend the Deed Transfer Tax By-law Second Reading

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The Town of Amherst's Deed Transfer Tax is currently 1.25% which is 0.25% below the maximum allowed in the Municipal Government Act.

Raising the deed transfer tax rate from 1.25% to 1.5% will generate approximately an additional \$85,000 annually. After consulting with local real estate professionals' staff are of the opinion that increasing the rate to the maximum allowed will not impact real estate sales within Town.

Amending the By-law will take at least two months plus notice will need to be given to the Department of Municipal Affairs of the rate increase. With these timelines the deed transfer tax rate increase would be effective July 1, 2026. Therefore, the increase will generate approximately an additional \$63,750 in 2026/27.

Most other municipal units in Nova Scotia charge 1.5%, including Oxford, Cumberland, Colchester and Truro.

### **MOTION:**

**That Council give second reading of 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.**



## AMHERST TOWN COUNCIL

RFD# 2026055

Date: April 27, 2026

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

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

**DATE:** April 27, 2026

**SUBJECT:** Deed Transfer Tax By-law, B-2

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**ORIGIN:** January 19, 2026, Committee of the Whole Meeting and budget deliberations.

**LEGISLATIVE AUTHORITY:** Town of Amherst Deed Transfer Tax By-law, B-2, Municipal Government Act.

**RECOMMENDATION:** That Council give Second Reading of the By-law to Amend the Deed Transfer Tax By-law to increase the Deed Transfer Tax rate from 1.25% to 1.5% effective July 1, 2026.

**BACKGROUND:** In 2018 the Town of Amherst's Deed Transfer Tax By-law was amended to change the deed transfer tax rate from 1% to 1.25%. As per the Municipal Government Act section 102(1) "the rate of the deed transfer tax shall not exceed one and one half percent of the value of the property transferred."

At the January Committee of the Whole meeting the Deed Transfer Tax Bylaw was brought forward with recommendation to increase the deed transfer tax (DTT) rate from 1.25% to 1.5%. Council did not make a decision at the January COW meeting and referred the discussion to the Operating Budget deliberations. During budget deliberations, Council made a motion to increase the DTT from 1.25% to 1.5% effective July 1, 2026, and gave First Reading of a By-law to Amend the Deed Transfer Tax By-law at a special meeting of Council held March 9, 2026.

**DISCUSSION:** By raising the DTT rate from 1.25% to 1.5% this will generate approximately an additional \$85,000 annually. Amending the Bylaw will take at least two months plus notice will need to be given to the Department of Municipal Affairs of the rate increase. With these timelines the DTT rate increase would be effective July 1, 2026. Therefore, the increase will generate approximately an additional \$63,750 in 2026/27.

Other Municipal Unit Deed Transfer Tax Rates:

- 1.5% Municipality of the County of Cumberland
- 1.5% Municipality of the County of Colchester
- 1.5% Town of Truro
- 1.5% Town of Oxford

Of the total 49 municipalities in Nova Scotia 29 have a deed transfer tax (DTT) rate of 1.5%, 4 have a DTT rate of 1.25%, 15 have a DTT rate of 1.0% and 1 has a DTT rate of 0.5%.



**FINANCIAL IMPLICATIONS:** An increase in the deed transfer tax rate from 1.25% to 1.5% could generate approximately \$85,000 annually but for 2026/27 the increase would be \$63,750 as the new rate would not be effective until July 1.

**COMMUNITY ENGAGEMENT:** Notice of Intent to give Second Reading was posted on the Town of Amherst website and social media on Friday, April 10<sup>th</sup>. Should Council give Second Reading, Notice of Publication will also be posted.

**ENVIRONMENTAL IMPLICATIONS:** No environmental implications.

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

**ALTERNATIVES:**

1. Direct staff to increase the deed transfer tax rate from 1.25% to 1.5%.

**ATTACHMENTS:** By-law to Amend  
By-law with Amendments  
Schedule A

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## **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.

**TITLE: Deed Transfer Tax By-Law**  
**SECTION: Corporate Services**  
**BYLAW NO: B-2**

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

(Consolidated Version as of July 1, 2018)

1. This By-law shall be known as the Deed Transfer Tax By-law.
2. A deed transfer tax shall apply to the Town of Amherst.
3. The amount of the deed transfer tax shall be ~~one and one quarter percent (1.25%)~~ **one and one half percent (1.5%)** of the sale price or value of the property effective ~~July 1, 2018~~ **July 1, 2026**.
3. Part V, “Deed Transfers” and Section 3 (Interpretations) of *Municipal Government Act*, Stats. N.S. 1998, chapter 18, shall apply to deed transfers.
4. For the purposes of this By-law, “persons married to one another” shall include those persons who have entered into a domestic partnership declaration and have registered such declaration in accordance with Part II of the Vital Statistics Act R.S.N.S., Chapter 494.
5. The Registrar of Deeds shall be the agent and collector of the deed transfer tax for the Town of Amherst.
6. Attached is Schedule A Deed Transfer – Affidavit of Value which will form a part of this by-law.
7. The Municipal Deed Transfer Tax By-law as amended passed by the Town Council of the Town of Amherst on the 20<sup>th</sup> day of March 1989: Amended May 27, 2013, is hereby repealed in its entirety.

**TITLE:** Deed Transfer Tax By-Law  
**SECTION:** Corporate Services  
**BYLAW NO:** B-2

For Administrative Use Only:

## ROLES AND RESPONSIBILITIES

Deed Transfer Tax By-law B-2 Adoption	
<b>First reading:</b>	March 9, 2026
<b>Notice of Intent:</b>	April 10, 2026
<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

Bylaw Owner	Amendment Description	Council Approval Date
Director of Finance	Increase rate from 1.25% to 1.5% effective July 1, 2026.	

Minutes reference date:      June 18, 2018      May 27, 2013      March 20, 1989

Municipality: \_\_\_\_\_
This affidavit must accompany the deed upon registration.

I/We, \_\_\_\_\_ make oath/affirm
that I am/we are the grantee(s) (new owner(s)) or the duly authorized agent of the grantee(s) named
below and that I/we have personal knowledge of the facts and information in this affidavit and that
they are true.

1. Grantee(s) (new owner(s)) and mailing addresses: If insufficient space, check [ ] and attach
additional names and mailing addresses.

Name 1: Surname First Name Full Middle Name

Address: RR#/PO Box (if applicable) Civic # Street/Road Name Street Type Apt. or Suite
Municipality/Community County Province Postal Code Country

Name 2: Surname First Name Full Middle Name

Address: RR#/PO Box (if applicable) Civic # Street/Road Name Street Type Apt. or Suite
Municipality/Community County Province Postal Code Country

Telephone Name 1: Home Business Telephone Name 2: Home Business

2. Description of Property [ ] same as mailing address above

Location of property conveyed: Civic # Street/Road Name
Community Name Postal Code

Complete one or more
Property identifier (PID): Assessment account number:

3. Grantor(s) (previous owner(s)) If insufficient space, check [ ] and attach additional names

Name 1: Surname First Name Full Middle Name

Name 2: Surname First Name Full Middle Name

4. Municipal deed transfer tax (DTT) and sales information

Date of sale
1. Sale/purchase price\* x DTT Rate
\*Exclude HST and rebate (if applicable to this sale) = DTT Payable

Complete lines 2 to 4 for new residential construction
(if applicable).
2. Plus HST.
3. Less HST rebate.
4. Equals contract price.
Contract price (sale/purchase price + HST - HST rebate) for assessment purposes only
5. Statement of DTT exemption claimed (if applicable).

Certificate of Treasurer or Registrar Acting as Treasurer
[ ] I certify that the deed transfer tax according to this affidavit has been paid.
or
[ ] I certify that according to this affidavit no deed transfer tax is due or payable.
Treasurer or Registrar

Note: the sales price and related information may be published under s. 101A of the Municipal Government Act

(Severally) sworn/affirmed at \_\_\_\_\_ in the County of \_\_\_\_\_ Province of
Nova Scotia, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year) before me.

Signed \_\_\_\_\_
A Barrister, Commissioner or Notary Public Grantee (new owner) or agent of the Grantee

Name \_\_\_\_\_
(please print) Grantee (new owner) or agent of the Grantee

For Office Use Only (Registry)
Document # \_\_\_\_\_

For Office Use Only (Assessment)

# SYNOPSIS

## Property Assessed Clean Energy (PACE) Program

The Property Assessed Clean Energy (PACE) program finances owner-occupied, home energy retrofits and renewable energy adoption through the property tax bill at a fixed interest rate (municipal cost of borrowing + 2%) for up to ten years.

The PACE program is administered for the Town by the Clean Foundation, which manages resident applications and project outcomes. The Town of Amherst is one of twelve municipalities participating in the program.

The uptake in the program has been minimal from the start. When this program was used, it was mostly used for heat pumps; however, the heat pump market has addressed the financing part of this directly through contractors or other loans available.

The Town of Amherst has a service agreement with Clean Foundation that expired on March 31, 2026. Due to the lack of uptake in this program and the uncertainty surrounding the future of this program, it is being recommended to discontinue the program and not sign the new agreement.

### **MOTION:**

**That Council give First Reading to a By-law to Repeal the Property Assessed Clean Energy (PACE) Program By-Law B-8, and further direct staff to advise the Clean Foundation that the Town of Amherst is no longer participating in this program and therefore not renewing the service agreement that expired on March 31, 2026.**

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

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

**DATE:** April 27, 2026

**SUBJECT:** Bylaw and Policy Review – Property Assessed Clean Energy (PACE) Program

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**ORIGIN:** Bylaw and Policy Review. In 2018 The Town of Amherst adopted the PACE By-Law B-8, along with the PACE Policy 66000-04. The By-Law and Policy enable the Town to finance energy efficient upgrades to qualifying residential properties within Amherst.

**LEGISLATIVE AUTHORITY:** Town of Amherst PACE Bylaw B-8 and PACE Policy 66000-04. Municipal Government Act (MGA) section 81A (1) the Council may make by-laws imposing, fixing and providing methods of enforcing payment of charges for the financing and installation of any of the following on private property with the consent of the property owner: (a) energy-efficient equipment, 81A (2) A by-law passed pursuant to this Section may provide (a) that the charges fixed by, or determined pursuant to, the by-law may be chargeable according to a plan or method set out in the by-law ...

**RECOMMENDATION:** That Council give First Reading to a By-law to Repeal the Property Assessed Clean Energy (PACE) Program By-Law B-8, and further direct staff to advise the Clean Foundation that the Town of Amherst is no longer participating in this program and therefore not renewing the service agreement that expired on March 31, 2026.

**BACKGROUND:** The PACE program finances owner-occupied, home energy retrofits and renewable energy adoption through the property tax bill at a fixed interest rate (municipal cost of borrowing + 2%) for up to ten years. Eligibility requirements include a home energy assessment, a credit check of the property owner(s) and no outstanding municipal taxes or charges of the property owner(s). In addition, any energy retrofit must have a payback period of less than ten years. The PACE program is administered for the Town by the Clean Foundation, which manages resident applications and project outcomes. The Town of Amherst is one of twelve municipalities participating in the program.

**DISCUSSION:** The uptake in the program has been minimal from the start. From 2018 to date there have only been four participants who have completed the program and currently have loans with the Town, with the last loan set up in 2024. The Town has advertised this program since its inception (FaceBook, signs in Town Hall, etc.) but there hasn't been much interest. This program has been mostly used for heat pumps and the heat pump market has addressed the financing part of this directly through contractors or other loans available.



The Town of Amherst has a service agreement with Clean Foundation that expired on March 31, 2026. Clean Foundation receives funding for this program from FCM and the funding is expiring on November 1, 2026. At that time Clean Foundation will decide if it will continue managing this program and if so what changes there may be. Clean Foundation has reached out to the Town regarding signing a new service agreement from April – November. The new service agreement includes an increase in program participation fees charged by Clean Foundation to the property owner(s) from \$400 to \$1,000. Due to the lack of uptake in this program and the uncertainty surrounding the future of this program, it is being recommended to discontinue the program and not sign the new agreement.

Should Council give First Reading with the intention to give Second Reading at the next regular Council meeting, staff will be asking Council to also repeal the Property Assessed Clean Energy (PACE) Program Policy #66000-04 at that time.

**FINANCIAL IMPLICATIONS:** The maximum amount that the Town could cumulatively finance each year is \$250,000, this is derived from a maximum of ten homes entering the program with a maximum eligible amount per home of \$25,000. If the Town had a huge uptake in this program it could have to borrow long term debt to help offset the cashflow of these loans. The interest rate charged on these loans is the municipal cost of borrowing plus a 2% interest premium which is intended to cover the Town's costs and risks associated with the program.

**SOCIAL JUSTICE IMPLICATIONS:** Increased program fees and lack of participation in the program outweigh the benefits of continuing to offer this program.

**ENVIRONMENTAL IMPLICATIONS:** Not applicable as recommending to repeal bylaw and policy.

**COMMUNITY ENGAGEMENT:** Should Council give First Reading to the By-law to Repeal the Property Assessed Clean Energy Program By-law, Notice of Intent to give second reading will be posted on Town of Amherst social media.

**ALTERNATIVES:** Do not accept the recommendation to repeal the policy and bylaw.

**ATTACHMENTS:** Property Assessed Clean Energy (PACE) Program By-Law B-8, Property Assessed Clean Energy (PACE) Program Policy #66000-04, Clean Foundation Service Agreement for April 1 – October 31, 2026, By-law to Repeal the Property Assessed Clean Energy (PACE) Program By-law.

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**TITLE:** Property Assessed Clean Energy (PACE) Program Policy  
**SECTION:** Planning Services  
**POLICY NO:** 66000-04

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**APPROVAL DATE:** December 18, 2023

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



## 1. PURPOSE

- 1.1 This Policy identifies the eligible types of Clean Energy Upgrades that may be financed by the Town of Amherst through the Property Assessed Clean Energy (PACE) Program Bylaw, and establishes the program financing details in Section 2.
- 1.2 The table in Section 3 lists the eligible Clean Energy Upgrade types that may be financed. Each type of upgrade must be evaluated by a specific energy evaluation procedure and may need to conform to a particular energy standard, which is identified beside each upgrade type. The required evaluation procedure or standard ensures that the upgrade is studied from an energy science perspective, and that a definable energy benefit is determined.
- 1.3 In administering this Policy, the Town will ensure that any Clean Energy Upgrades requested by property owners to be financed through the PACE program are identified as being eligible types in the table in Section 3. Furthermore, the Town will ensure that for each requested upgrade, the required evaluation procedure or standard has been met and that a definable energy benefit has been determined or recommended by a qualified energy professional. These minimum conditions must be met before permitting a requested upgrade to be financed on the subject property.
- 1.4 The ability to approve financing for Clean Energy Upgrades on specific properties may be subject to further restrictions through the conditions set out in the PACE Bylaw and the PACE Customer Agreement.

## 2. FINANCING DETAILS

- 2.1 Interest will be charged on PACE charges at a rate of municipal cost of borrowing plus 2%.
- 2.2 The maximum number of homes entering this program is 10 per year.
- 2.3 The Maximum Eligible Amount is \$15,000 for homes with full assessed property values of less than or equal to \$150,000. For homes with full assessed property values of more than \$150,000, the Maximum Eligible Amount is lesser of \$25,000 or 10% of the full assessed property value.

**TITLE: Property Assessed Clean Energy (PACE) Program Policy**  
**SECTION: Planning Services**  
**POLICY NO: 66000-04**

**3. PACE PROGRAM CLEAN ENERGY UPGRADE STANDARDS**

Clean Energy Upgrade Type	Required Evaluation or Standard
A. Insulation for ceilings, floors, main walls, knee-walls, foundation walls, foundation headers, foundation slabs, and crawlspaces	Home Energy Assessment
B. Draft-proofing including caulking, weather stripping, and duct sealing	Home Energy Assessment
C. Exterior doors	Home Energy Assessment
D. Exterior windows	Home Energy Assessment
E. Domestic Hot Water Tanks	Home Energy Assessment
F. Drain Water Heat Recovery Systems	Home Energy Assessment
G. Heat Pumps	Home Energy Assessment
H. Wood & Pellet Heating Systems	Home Energy Assessment
I. Exhaust Ventilation	Home Energy Assessment
J. Balanced Heat Recovery Ventilation	Home Energy Assessment
K. Electric Vehicle Charging Stations	Home Energy Assessment and Time- Of-Day Savings Assessment
L. Electric Thermal Storage (ETS) Systems	Home Energy Assessment and Time- Of-Day Savings Assessment
M. Solar Hot Water Systems	Home Energy Assessment and Solar Potential Site Assessment

**TITLE:** Property Assessed Clean Energy (PACE) Program Policy  
**SECTION:** Planning Services  
**POLICY NO:** 66000-04

N. Solar Hot Air Systems	Home Energy Assessment and Solar Potential Site Assessment
O. Solar Photovoltaic Systems	Home Energy Assessment and Solar Potential Site Assessment
P. Swimming Pool Heating & Circulation Systems	Home Energy Assessment, Existing Load Assessment, and Solar Potential Site Assessment
Q. Supplementary work required to successfully complete the above listed upgrades. This may include but is not limited to removal of existing equipment or components, repairs and maintenance required, installation of vapour barriers and other water controls and freeze protection, testing and abatement of asbestos and vermiculite, and electrical upgrades.	Home Energy Assessment

Initiative	Responsibilities
Director, Planning & Strategic Initiatives	Administering the PACE Bylaw and the service agreement with Clean Foundation
Director, Finance	Determining participant eligibility and billing

For Administrative Use Only:

### VERSION LOG

Assessment Description	Policy Owner	Approved By	Approval Date
Put the existing policy into the new format.	Director, Planning & Strategic Initiatives, Fisher	Council	December 18, 2023

Minutes reference date: 18 December 2023 24 June 2019

**TOWN OF AMHERST**

**BY-LAW TO REPEAL**

**THE PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM BY-LAW, B-8**

1. This is a by-law to repeal the Property Assessed Clean Energy (PACE) Program By-law, B-8.
2. The Property Assessed Clean Energy (PACE) Program By-law originally approved by Council on October 22, 2018 and amended by Council on June 24, 2019 is hereby repealed.

**TITLE:** Bylaw Respecting Charges for the Property Assessed Clean Energy (PACE) Program  
**SECTION:** Planning Services  
**BYLAW NO:** B-8

---

**APPROVAL DATE:** December 18, 2023

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



**TITLE**

1. This Bylaw shall be known as "*The Property Assessed Clean Energy Program*" Bylaw.

**PURPOSE**

2. The purpose of this Bylaw is to enable financing of energy efficiency upgrades to qualifying residential properties within the Municipality.

**DEFINITIONS**

3. In this Bylaw:
  - a) "Chief Administrative Officer" means the Chief Administrative Officer of the Municipality;
  - b) "Chief Financial Officer" means the Chief Financial Officer of the Municipality;
  - c) "Clean Energy Upgrade" means an installation that is permanently affixed to the qualifying property and which
    - i. will result in improved energy efficiency, the generation of renewable energy, or substantially reduced energy use;
    - ii. involves building envelope upgrades such as caulking and weather stripping, duct / air sealing, insulating, or energy efficient windows and doors, building heating, ventilation and air conditioning system upgrades such as heat pumps, wood or pellet stoves, or furnaces or boilers; renewable energy upgrades such as solar thermal panels, solar photovoltaic panels, or wind turbines; or such other clean energy upgrades as are approved and agreed to in writing by the Town; and,
    - iii. is identified as an eligible upgrade in the PACE Program Clean Energy Upgrade Standards Policy, and meets or exceeds applicable energy efficiency standards as defined in the Policy.
  - d) "Municipality" means the Town of Amherst;
  - e) "PACE Customer Agreement" means the written, signed Property Assessed Clean Energy Efficiency Program Customer Agreement between the owner of a qualifying property and the Municipality for financing of an Energy Efficiency Upgrade to the property.

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**TITLE:** Bylaw Respecting Charges for the Property Assessed Clean Energy (PACE) Program  
**SECTION:** Planning Services  
**BYLAW NO:** B-8

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- f) "PACE Charge" means the Property Assessed Clean Energy improvement tax levied on the property pursuant to s.81A of the Nova Scotia *Municipal Government Act*.
- g) "PACE Program" means the program established by the Municipality under which owners of Qualifying Properties may apply for and obtain financing for Clean Energy Upgrades.
- h) "Qualifying Property" means an owner-occupied residential property located within the Municipality, but does not include multi-unit residential with more than 2 dwelling units, non-profit owned buildings and does not include business or industrial premises.

#### **APPLICATION AND APPROVAL**

- 4. An owner of a Qualifying Property within the Municipality who is not otherwise in default of any municipal taxes, rates or charges, may apply for Municipal financing of Clean Energy Upgrades to the property.
- 5. Financing shall be subject to the approval and agreement in writing of the CAO, or designate, on behalf of the Town, and the execution of a PACE Customer Agreement by the owner of the Qualifying Property. The conditions that must be met for approval include that:
  - a. the owner of the Qualifying Property is not in default of any municipal taxes, rates or chargers;
  - b. the Clean Energy Upgrade achieves an overall savings to debt ratio of the property owner equal to or greater than the ratio specified in the PACE Customer Agreement, as estimated by a qualified energy assessment generated through the PACE Program; and,
  - c. any additional conditions specified in the PACE Customer Agreement are met.

#### **PAYMENT OF CHARGE**

- 6. The PACE charge shall become payable in full on completion of installation of the Clean Energy Upgrade in accordance with the PACE Customer Agreement.

**TITLE:** Bylaw Respecting Charges for the Property Assessed Clean Energy (PACE) Program  
**SECTION:** Planning Services  
**BYLAW NO:** B-8

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7. The PACE charge may consist of:
  - a. the cost of the Clean Energy Upgrade, including all labour costs, permitting fees, and applicable taxes;
  - b. applicable PACE Program service fees; and,
  - c. interest accrued on the charge including any additional interest arising due to any default of payment.
8. The Chief Financial Officer shall maintain a separate account of all monies due for PACE charges levied pursuant to this By-law, identifying:
  - a. The names of the property owners and assessment, PID and civic address information of the subject property;
  - b. The amount of the PACE charge levied on the property;
  - c. The amount paid on the PACE charge.
9. The owner of a Qualified Property may elect to pay the PACE Charge by equal installments over a period of not more than 10 years, on which interest shall be payable as set out in the PACE Customer Agreement, pursuant to the PACE Program Policy.
10. In the event of a default of any payment under the PACE Customer Agreement, the outstanding balance shall be immediately due and payable. Interest shall be accrued on the amount then due and payable at the same rate applied by the Municipality for unpaid taxes and charges in default.

#### **LIEN**

11. On completion of a Clean Energy Upgrade pursuant to a PACE Customer Agreement, the PACE Charge shall be levied against the property.
12. Where the owner of a Qualifying Property opts for installment payments:
  - a. the portion of the PACE charge payable annually shall be equal to the total PACE charge outstanding divided by the number of years remaining; and,the amount outstanding on the PACE charge shall become due and payable in the event of default payment.
13. A PACE Charge imposed pursuant to this Bylaw constitutes a first lien on the subject property and has the same effect as rates and taxes under the *Municipal Government Act*.

**TITLE:** Bylaw Respecting Charges for the Property Assessed Clean Energy (PACE) Program  
**SECTION:** Planning Services  
**BYLAW NO:** B-8

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13. A PACE Charge imposed pursuant to this Bylaw constitutes a first lien on the subject property and has the same effect as rates and taxes under the *Municipal Government Act*.
14. A PACE Charge pursuant to this Bylaw is collectable in the same manner as rates and taxes under the *Municipal Government Act* and, at the option of the Chief Financial Officer, is collectable at the same time and by the same proceedings as taxes.
15. The lien provided for in this Bylaw shall become effective on the date on which the Chief Administrative Officer files with the Chief Financial Officer a certificate that the agreed improvement has been completed.
16. The lien provided for in this Bylaw shall remain in effect until the total charge, plus interest and administrative charges have been paid in full.

#### **INTEREST**

17. Interest will be payable on any balance owing on the PACE Charge at a rate specified in the Town of Amherst PACE Program Policy.
18. Interest shall accrue on any PACE Charge or portion thereof which remain outstanding from the date of billing.
19. Interest is payable annually on the entire amount outstanding and unpaid, whether or not the owner has elected to pay by installments.

#### **EFFECTIVE DATE**

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

**TITLE:** Bylaw Respecting Charges for the Property Assessed Clean Energy (PACE) Program  
**SECTION:** Planning Services  
**BYLAW NO:** B-8

For Administrative Use Only:

**ROLES AND RESPONSIBILITIES**

<b>Transient Automobile Vendors Bylaw P-6 Adoption</b>	
<b>First reading:</b>	May 21, 2019
<b>Notice of Publication:</b>	June 5, 2019
<b>Second Reading:</b>	June 24, 2019
<b>Notice of Publication and Effective Date of Bylaw:</b>	June 26, 2019
<b>Notice to Service Nova Scotia &amp; Municipal Relations:</b>	June 26, 2019

**VERSION LOG**

<b>Bylaw Owner</b>	<b>Amendment Description</b>	<b>Council Approval Date</b>
<b>Director of Planning &amp; Strategic Initiatives, Fisher</b>	By-law incorporated onto new By-law template, no amendments requiring formal approval.	December 18, 2023

Minutes reference date: December 18, 2023 June 24, 2019

**THIS FIRST AMENDING AGREEMENT** effective as of April 1, 2026 (the “**Effective Date**”).

**BETWEEN:**

**CLEAN NOVA SCOTIA FOUNDATION**, a body corporate established pursuant to the Clean Nova Scotia Foundation Act, SNS 1988, c. 7 (“**Clean Foundation**”)

-and-

**TOWN OF AMHERST**, a municipality continued pursuant to the Municipal Government Act, SNS 1998, c. 18 (the “**Town**”)

(each a “**Party**” and collectively the “**Parties**”)

- A. **WHEREAS** the Parties entered into an Agreement on September 22, 2025 (the “**Original Agreement**”) that set out the terms and conditions under which Clean Foundation would deliver the Clean Energy Financing program (the “**Program**”) on behalf of the Municipality;
- B. **AND WHEREAS** the Original Agreement expires on March 31, 2026;
- C. **AND WHEREAS** the Parties wish to extend the term of the Original Agreement under substantially the same terms and conditions as set out in the Original Agreement.

**NOW THEREFORE** in consideration of the promises and the mutual covenants and obligations herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. The following amendments to the Original Agreement shall take effect as of the Effective Date:

1.1. Section 3.01 and 3.02 of the Original Agreement are deleted and replaced with:

3.01 Clean Foundation will commit to maintaining and updating the CleanEnergyFinancing.ca website and responding to public and media inquiries about the Program.

1.2. Section 4.01 (a) is deleted and replaced with:

4.01 (a) \$1000 per Customer Agreement signed pursuant to paragraph 2.01(b) above. Clean Foundation covers costs of administering the program and any required home visits (such as home energy assessments performed by Clean) through an admin fee paid by the homeowner. Fees are presently being supplemented by grant funding received through the Federation of Canadian Municipalities. The current fee is \$1400 minus a \$400 supplement from the grant funding. This fee structure is subject to change.

Should a homeowner exit the program early a reduced administration fee of \$300 will be charged;

1.3. The phrase “a weekly” in Article 4.02 (b) of the Original Agreement is deleted and replaced with “an as-needed”.

1.4. Sections 9.01 and 9.02 of the Original Agreement are deleted and replaced with:

9.01 This Agreement shall be in effect from the Effective Date through to the later of:

(a) November 1, 2026; or

(b) the date on which the Town pays to Clean Foundation all funds referenced under Section 9.02 (the “**Term**”).

9.02

1.5. Except as specifically amended herein, the Agreement continues in full force and effect, unamended.

1.6. This First Amending Agreement shall be governed by and construed in accordance with the laws of the Province and the laws of Canada applicable therein.

1.7. All capitalized terms utilized in this First Amending Agreement shall, unless otherwise defined herein, have the meanings ascribed thereto in the Agreement.

1.8. This First Amending Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors and assigns.

1.9. This First Amending Agreement may be executed and delivered by the parties in original or electronic counterparts, each of which when so executed and delivered shall be deemed to be an original and when taken together shall be deemed to be one and the same instrument. The electronic delivery, including, without limitation, by email or facsimile transmission, of any signed original of this Second Amending Agreement shall be the same as the delivery of an original.

*[Signature page follows]*

**IN WITNESS WHEREOF** the Parties have properly executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness:

**CLEAN NOVA SCOTIA FOUNDATION**

Per: \_\_\_\_\_  
Scott Skinner, President & Chief Executive  
Officer

**TOWN OF AMHERST**

Per: \_\_\_\_\_

# SYNOPSIS

## LA ANIMAL SHELTER MEMORANDUM OF UNDERSTANDING

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The current Memorandum of Understanding (MOU) between the Town of Amherst and the LA Animal Shelter is over 15 years old. It contains information and procedures that are outdated and includes financial agreements that are being renegotiated.

The MOU provides detail concerning financial support and services provided by the LA Animal Shelter and is inherently connected to the Companion Animal By-Law which was last amended in November 2023. Since that time, there have been several changes that impact the MOU, including the request from the LA Animal Shelter for an increase in funding from \$10,000 to \$25,000. In recent years, enforcement of the licensing and registration of dogs in town has declined and should be changed as a result. Additional changes to the MOU include:

- Reference to APD Bylaw Officers and Police Officers in performing animal control duties
- Increase in the costs associated to euthanizing an animal
- Deletion of any reference to the sale or issuance of dog licenses or permits
- Change in compensation amount from \$10,000 to \$25,000

### **MOTION:**

**That Council approve the Memorandum of Understanding between the Town of Amherst and the LA Animal Shelter and authorize the Mayor and CAO to sign on behalf of the Town.**

---

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

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

**DATE:** April 27, 2026

**SUBJECT:** LA Animal Shelter MOU

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**ORIGIN:** Request from the LA Animal Shelter to increase funding from the Town of Amherst.

**LEGISLATIVE AUTHORITY:** MGA Section 65A(1)(a)

**RECOMMENDATION:** That Council approve the Memorandum of Understanding between the Town of Amherst and the LA Animal Shelter and authorize the Mayor and CAO to sign on behalf of the Town.

**BACKGROUND:** The current Memorandum of Understanding between the Town of Amherst and the LA Animal shelter is outdated and is over 15 years old, it was signed on the 30<sup>th</sup> of September 2010. It contains information and procedures that are outdated and includes financial agreements that are being renegotiated.

**DISCUSSION:** The MOU between the Town of Amherst and the LA Animal Shelter is due for review and updates as it has been in effect for over 15 years. The MOU provides detail concerning financial support and services provided by the LA Animal Shelter and is inherently connected to the Companion Animal By-Law which was last amended in November 2023. Since that time, there has been several changes that impact the MOU, including the request from the LA Animal Shelter for an increase in funding from \$10,000 to \$25,000. In recent years, enforcement of the licensing and registration of dogs in town has also not been enforced and should be changed as a result. Additional changes in the draft MOU include:

- Reference to APD Bylaw Officers and Police Officers in performing animal control duties
- Increase in the costs associated to euthanizing an animal
- Deletion of any reference to the sale or issuance of dog licenses or permits
- Change in compensation amount from \$10,000 to \$25,000

**FINANCIAL IMPLICATIONS:** Increased funding as per MOU from \$10,000 per annum to \$25,000 per annum. This increase was recently approved as part of the operational budget.

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

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





**AMHERST TOWN COUNCIL**

**RFD# 2026042**

**Date: April 27, 2026**

**COMMUNITY ENGAGEMENT:** There is no need for community engagement.

**ALTERNATIVES:** Do not make changes to the current MOU between the Town of Amherst and the LA Animal Shelter.

**ATTACHMENTS:**

1. Draft MOU between the Town of Amherst and the LA Animal Shelter



**Memorandum of Understanding**

**THE TOWN OF AMHERST**

**(Hereinafter referred to as “the Town”)**

**AND**

**THE LA ANIMAL SHELTER**

**(Hereinafter referred to as “the Shelter”)**

**WHEREAS** the Shelter has requested that the Town compensate the Shelter for pound services; and

**WHEREAS** the Town supports the work of the Shelter; and

**WHEREAS** the goal of the relationship between the Town and the Shelter is the protection and humane treatment of dogs and the well being of the citizens of Amherst; and

**WHEREAS** the Town and the Shelter agree that the protection and control of dogs is an issue that concerns many citizens,

**WHEREAS** the Companion Animal By-law defines Companion Animal as “Domestic Dog”:

**THEREFORE** it is agreed that:

1. The Shelter will “pound” services to the Town in respect of canine control as defined in the Town’s ~~Dog~~ **Companion Animal** By-law, including but not limited to:
  - a. Basic Housing
  - b. Transportation of dogs (after they have been delivered by the Town’s Animal Control Officer, **By-Law Officers or Police Officers**)
  - c. Basic food, water and hygiene
  - d. Appropriate veterinary care
  - e. Provide a mechanism to;
    - i. Find homes for healthy pets
    - ii. Euthanize dogs when deemed necessary
    - iii. Provision to pay vet costs for dogs in need of immediate veterinary attention up to the cost of euthanization and disposal of the body, estimated at the time of signing this agreement to be approximately ~~\$150.00~~ **\$550.00**.
  - f. ~~Sell dog licenses/permits on behalf of the Town, in accordance with the Dog By law. For clarity, this is intended to mean that both the Town and the Shelter would sell license / permits~~
2. The procedures to be followed in respect of dogs coming to the shelter shall be in accordance with ~~Appendix A~~ **the agreed upon protocol that may exist from time to time**.
3. All Actions taken and procedures followed in respect of this MOU shall be in accordance with the Town’s ~~Dog~~ **Companion Animal** By-law.
4. The Town shall continue to retain the services, at its own expense, of an Animal Control Officer, **contracted through the Municipality of the County of Cumberland**, reporting to the Chief of Police, who shall continue to have the responsibility to administer and enforce the ~~Dog~~ **Companion Animal** By-law and who will continue to be responsible for the capture of and delivery to the Shelter of dogs which have been identified as being required to be impounded.

5. The Town shall also utilize APD By-law Officers and Police Officers as Animal Control Officers who will have the responsibility to administer and enforce the Companion Animal By-law and be responsible for the capture of and delivery to the Shelter dogs which have been identified as being required to be impounded.
6. The Town shall appoint the Shelter as its "Poundkeeper" under the provisions of the Town's Dog Companion Animal By-law.
7. The Town and the Shelter shall cooperate on a program of education for the citizens of Amherst with respect to the provisions of the Town's Dog Companion Animal By-law and canine health and wellness in general.
8. The Shelter shall report monthly to the Town on statistics and activities in respect of dogs delivered to the Shelter from the Town.
9.
  - a. The Town shall compensate the Shelter in the base amount of \$10,000 \$25,000 annually, payable in two equal installments. The first such installment shall be payable on the signing of this MOU and on each April 1<sup>st</sup> thereafter during the term of this MOU. The second annual installment shall be payable on October 1<sup>st</sup> of each year during the term of this MOU.
  - b. Provision for the Town to pay if the Shelter holds dogs while waiting for a determination as to how the dog will be dealt with (court proceeding, etc.)
- ~~10. The Town shall, in addition to the amounts identified in paragraph 8 above, compensate the Shelter in an amount equal to the gross amount of the proceeds of the sale of dog licenses/permits subject to the limits described in paragraph 10 below. Such payments will be made to the Shelter on a monthly basis.~~
- ~~11. The total amount paid to the Shelter, by the Town, in respect of paragraphs 8 and 9 above shall not exceed \$20,000.00 in any fiscal year of the Town. (April 1 — March 31).~~
10. This MOU shall be in effect from the time of signing and shall continue in effect until Canceled by either of the parties using the procedures set out in paragraph 13~~2~~.
11. The terms and conditions shall be reviewed annually by the parties.
12. Either party to this MOU may terminate its participation in this relationship by giving six months' notice, in writing, of its intention to discontinue the relationship. The following positions are designated of the Parties for the purpose of this MOU and notices and/or reports required under the MOU shall be delivered as follows:
  - a. In the case of the Shelter, president of the association
  - b. In the case of the Town, the Chief Administrative Officer



# SYNOPSIS

## BY-LAW TO AMEND THE COMPANION ANIMAL BY-LAW C-4 FIRST READING

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Further to the new Memorandum of Understanding (MOU) with the LA Animal Shelter, the Town of Amherst Companion Animal By-law also requires amendments. These include:

- Deletion of any reference to the sale or issuance of dog licenses or permits
- Deletion of references to 'licensed dog', 'Licensing year' and fees associated to 'unlicensed dogs'

In addition to the changes resulting from the new MOU, other amendments include:

- Changes related to additional control and restraint over animals
  - Added a definition in regard to an 'Enclosed Fenced Yard';
  - Added a definition of 'Tether';
  - A new section that deals with the issue of the ability to keep animals under effective restraint, including while on privately-owned property;
- Changes regarding the disposing of animal feces by including the option of utilizing public receptacles; and
- Removing the optional licensing and registration of cats.

### **MOTION:**

**That Council give First Reading of the By-law to Amend the Companion Animal By-law C-4.**



**AMHERST TOWN COUNCIL**

**RFD# 2026045**

**Date: April 27, 2026**

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

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

**DATE:** April 27, 2026

**SUBJECT:** Town of Amherst Companion Animal By-Law

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**ORIGIN:** Request from the LA Animal Shelter to increase funding from the Town of Amherst used to compensate for pound services.

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

**RECOMMENDATION:** That Council give First Reading of the By-law to amend the Town of Amherst Companion Animal By-law.

**BACKGROUND:** The LA Animal Shelter has approached the Town in regards to increasing funding for pound services from \$10,000 per year to \$25,000. This will require a change in the current MOU between the Town of Amherst and the LA Animal shelter which is outdated. It contains information and procedures that are outdated as well including financial agreements that are being renegotiated. The Town of Amherst Companion Animal By-Law will be impacted by the suggested changes in the MOU and is due for minor amendments based on current practices and protocol.

**DISCUSSION:** The MOU between the Town of Amherst and the LA Animal Shelter is due for review and updates as it has been in effect for over 15 years. The MOU provides detail concerning financial support and services provided by the LA Animal Shelter and is inherently connected to the Companion Animal By-Law which was last amended in November 2023. Since that time, there has been several changes that impact the MOU, including the request from the LA Animal Shelter for an increase in funding from \$10,000 to \$25,000. In recent years, enforcement of the licensing and registration of dogs in town has also not been enforced and should be changed as a result. Additional changes in the draft MOU include:

- Reference to APD Bylaw Officers and Police Officers in performing animal control duties
- Increase in the costs associated to euthanizing an animal
- Deletion of any reference to the sale or issuance of dog licenses or permits
- Change in compensation amount from \$10,000 to \$25,000



As noted, these changes also impact the Companion Animal By-Law:

- Deletion of any reference to the sale or issuance of dog licenses or permits
- Deletion of references to 'licensed dog', 'Licensing year' and fees associated to 'unlicensed dogs'

In addition to the changes as a result of the MOU changes, there are amendments suggested that include:

- Changes related to additional control and restraint over animals
  - Added a definition in regards to a 'Enclosed Fenced Yard';
  - Added a definition of 'tether';
  - A new section that deals with the issue of the ability to keep animals under effective restraint, including while on privately-owned property;
- Changes in regard to the disposing of animal feces by including the option of utilizing public receptacles.
- Removing the optional licensing and registration of cats

With these changes, the Town of Amherst Companion Animal By-Law would very closely resemble the Animal Control By-Law of the Municipality of the County of Cumberland, especially in relation to offenses and fines.

**FINANCIAL IMPLICATIONS:** The changes in the Companion Animal By-Law impact the sale of licenses and permits for dogs, which is minimal and has not been enforced. Last fiscal year, 44 dog licenses were issued for total revenue of \$660. There are approximately 1,500 – 2,000 dogs within the Town of Amherst.

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

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

**COMMUNITY ENGAGEMENT:** There is no need for community engagement.

**ALTERNATIVES:** Do not approve of amendments to the Companion Animal By-Law.

**ATTACHMENTS:** By-law to Amend the Companion Animal By-law  
Companion Animal By-Law with recommended amendments



## BY-LAW TO AMEND THE COMPANION ANIMAL BY-LAW C-04

The Companion Animal By-law, C-04 is hereby amended as follows:

Under the Interpretation Section 2:

Section (g) remove the words “cat or”

Remove section l. “Dog License” means a license for a dog for the current licensing year that has been paid for and that has been issued by the Town or an assignee of the Town.

Remove section m(i). whose name appears on a dog license

Add section n. “Enclosed Fenced Yard” means an area surrounded by a physical barrier of sufficient height and strength to prevent the dog from jumping over, digging under, or reaching through the barrier to contract people or animals outside the area.

Remove section r. “Licensed Dog” means a dog that is wearing, either on its collar or harness, a metal tag on which is stamped figures corresponding to a dog license for that specific dog.

Remove section s. “Licensing Year” shall mean a period from April 1<sup>st</sup> in any year to March 31<sup>st</sup> in the following year

Add section cc “Tether” means a rope or chain or similar restraining device that prevents an animal from moving beyond a localized area, with “Tethered” and “Tethering” having a corresponding meaning

Remove the title “Control, Licensing, Registering and Impounding”

Under Control of Dogs add a new section 5 “Every owner of a dog shall ensure the dog is kept under effective restraint at all times. On the premises of the owner, a dog is only considered under effective restraint if it is:

- a. Securely confined within a building or a fully enclosed fenced yard: or
- b. Securely tethered in a manner that prevents the dog from reaching within 2.0 metres of any public sidewalk or property line; or
- c. On a leash held by a person capable of controlling the dog.”

Under Control of Dogs section 6(a) add the words “and is in compliance with Section 5 of this by-law.”

Under Control of Dogs section 6(b) add the words “and is in compliance with Section 5 of this by-law.”

Section 24 remove the words “his and hers” and replace with “their” and add the words “in a public receptacle designed for the disposal of animal feces.”

Remove sections 31 through to and including section 42.

### **Licensing of Dogs**

31. No person shall own, possess or harbor an unlicensed dog within the boundaries of the Town.
32. A person who owns, possesses or harbors any dog before the first day of April in each year, shall obtain a dog license in accordance with the provisions of this by-law.
33. Applications for and the issuance of a dog license shall be the responsibility of the Town Hall staff, or person so designated by the Town of Amherst.
34. The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all dogs registered, showing the date and number of the registration, and the name and address of the owner of the dog.
35. Every person who obtains a dog license shall be given a metal tag which shall be, at all times, fastened to a collar or harness worn by the dog for which the license was obtained.
36. Where a metal tag issued pursuant to this by-law has been lost, destroyed or mutilated, the dog owner shall acquire, for the remainder of the current licensing year, a replacement tag, upon producing proof of purchase of a valid dog license and upon payment of a prescribed fee.
37. Fees pursuant to this by-law are set out in Schedule “A” attached hereto.
38. Notwithstanding this section, the following dogs need not have a dog license:
  - a. a trained guide dog owned or utilized by a blind person, or any dog determined by the ACO to be a service or assistance dog
  - b. a dog owned and utilized as a law enforcement service dog

### **Registering of Cats**

39. Every owner of every cat may register the cat with the Town on the first day of April in each year, and may obtain a registration tag for the cat. There is no cost for such registration.
40. Applications for and the issuance of a cat registration shall be the responsibility of Town Hall staff, or person so designated by the Town of Amherst.
41. The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all cats registered, showing the date and number of the registration, and the name and address of the owner of the cat.

42. Every person who obtains a cat registration shall be given a metal tag which shall be fastened to a collar or harness worn by the cat for which the registration was obtained.

Remove section 46 “No dog license will be issued to an owner who does not present proof of such vaccination.”

Under section 47 remove (b) “is not wearing a tag as required by this by-law” and (c) “is not registered pursuant to this by-law”

Under Schedule “A” remove the entire section as follows:

#### Dog License Fees

1. Dog License fees shall be:
  - a. \$15 for each spayed/neutered dog;
  - b. \$30 for each un spayed/un neutered dog;
  - c. \$15 for tag replacement

Under Schedule “A” section 2 remove the words “and any overdue dog license fees”

Under Schedule “A” section 2(a) remove the word “licensed”

Under Schedule “A” section 2(a)(i) add the words “and a maintenance fee in respect of each day or part of a day on the impoundment period of \$25

Under Schedule “A” section 2(a)(ii) add the words “and a maintenance fee in respect of each day or part of a day on the impoundment period of \$50.”

Under Schedule “A” section 2 remove (b) “An impoundment fee in respect to an Unlicensed Dog - \$150.00” and (c) “A maintenance fee in respect of each day or part of a day on this impoundment period - \$25.”

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**TITLE: COMPANION ANIMAL BY-LAW**  
**SECTION: PROTECTIVE SERVICES**  
**BYLAW NO: C-4**

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

1. This By-law shall be known and may be cited as the “Companion Animal By-Law of the Town of Amherst.

**INTERPRETATION**

2. In this By-law, unless the context otherwise requires:
  - a. **“Animal Control Officer”** or **“ACO”** means the person designated by the Chief of Police to be the by-law enforcement officer for this by-law. An officer of the Amherst Police Department may destroy a dangerous dog where the circumstances call for that action in the normal course of carrying out the Officer’s duties.
  - b. **“Accredited Training”** means a certificate from Assistance Dogs International or the International Guide Dog Federation. A dog that has not been trained by an accredited training school may be accredited if the handler and the dog pass a service dog assessment administered by an accredited organization.
  - c. **“At Large”** means being elsewhere than on the lands, premises owned or occupied by the dog owner and not on a leash.
  - d. **“Attack”** means an assault resulting in bleeding, bone breakage, sprains or serious bruising
  - e. **“Bite”** means a wound to the skin causing it to puncture or break.
  - f. **“Cat”** means a male or female animal of the species feline
  - g. **“Companion Animal”** means a domestic ~~cat or~~ dog
  - h. **“Continuous restraint and control”** means the dog is on a leash controlled by a person of sufficient size and strength to completely restrain and control the dog
  - i. **“Council”** means the Municipal Council of the Town of Amherst
  - j. **“Dangerous Dog” means a dog which:**
    - i. Attacks or demonstrates a propensity, tendency or disposition to attack a human being or animal either on public or private property

- ii. Has caused injury to or otherwise endangered the safety of a human being or animal
  - iii. Is owned or harbored primarily or in part for the purpose of dog fighting or is trained for dog fighting
  - iv. Is a dog for which a muzzle order has been made
- k. **“Dog”** means a male or female animal of the species canine over the age of sixteen (16) weeks.
- ~~l. **“Dog License”** means a license for a dog for the current licensing year that has been paid for and that has been issued by the Town or an assignee of the Town.~~
- m. **“Dog Owner”** means any person:
- ~~i. whose name appears on a dog license~~
  - ii. who is in possession of a dog
  - iii. who has the care, custody or control of a dog; or
  - iv. who possesses, harbors or allows a dog to remain about a house, land or premises owned or occupied by that person.
- n. **“Enclosed Fenced Yard”** means an area surrounded by a physical barrier of sufficient height and strength to prevent the dog from jumping over, digging under, or reaching through the barrier to contact people or animals outside the area.
- o. **“Extraordinary expense”** means any expense incurred in relation to an animal except for the provision of food and water
- p. **“Impounded”** means seized and delivered into the pound or in the custody of the poundkeeper.
- q. **“Kennel”** means a licensed enterprise dealing with the breeding, buying, selling or boarding of dogs.
- ~~r. **“Licensed Dog”** means a dog that is wearing, either on its collar or harness, a metal tag on which is stamped figures corresponding to a dog license for that specific dog.~~
- ~~s. **“Licensing Year”** shall mean a period from April 1st in any year to March 31st in the following year.~~
- t. **“Mitigating Factor”** means a circumstance that may excuse the aggressive behavior of a dog where the dog:
- i. At the time of the aggressive behavior, attacked or injured any person trespassing on property occupied by its owner; or
  - ii. While off the owner’s property and the continual restraint and control of the owner was reacting to a perceived aggressive or threatening behavior to the dog, its owner; or

- iii. Immediately prior to the aggressive behavior, was being abused or tormented by the person attacked or injured;  
Any other mitigating factors that may not be conveyed in the above definitions will be determined in a fair and unbiased manner by the Animal Control Officer, Police Officer or Delegate on a case-by-case basis.
- u. **“Muzzle”** shall mean a humane covering device of sufficient strength placed over a dog’s mouth to prevent it from biting.
- v. **“Muzzle Order”** means an Order issued by the Animal Control Officer to require that a dog’s muzzle be restricted while off the owner’s property as outlined in section 9(a)(ii);
- w. **“Pound”** means premises used by the poundkeeper to harbor and maintain dogs pursuant to this bylaw or any vehicle used by the poundkeeper.
- x. **“Poundkeeper”** means the person or organization appointed by resolution of Council to operate and maintain the facilities for the impounding of dogs.
- y. **“Premises”** means a building or part of a building, structure or a place.
- z. **“Premises of the Owner”** includes premises where a dog is habitually harboured or fed.
- aa. **“Register”** means annual no-cost voluntary registration of domestic cats with the Town by cat owners
- bb. **“Service Animal”** means an animal trained by a recognized school for service as a guide dog for the blind or visually impaired, a guide dog for the deaf or hearing impaired, or a special skills dog for other challenged persons and includes an animal used in therapy, registered with a recognized organization for that purpose.
- cc. **“Tether”** means a rope or chain or similar restraining device that prevents an animal from moving beyond a localized area, with “Tethered” and “Tethering” having a corresponding meaning;
- dd. **“Town”** means the Municipality of the Town of Amherst

## IMPOUNDMENT

- 3. The Council may hereby authorize:
  - a. the establishment, maintenance and operation of facilities for the impounding of dogs at such place or places and upon such premises, as the Council may determine, by resolution.
  - b. The appointment, by resolution, of a poundkeeper to maintain and operate the pound or pounds established under this by-law.
  - c. The making of an agreement with such persons, firms, societies or corporations as may be fit for the purpose of maintaining and operating a pound, for regulating the conduct

of the pound, and providing for the collection, distribution and payment of revenue and expenditures derived from the operation of the Pound.

- d. Such Persons, Firms, Societies or Corporations responsible for the pound shall ensure:
  - i. There is adequate food and water to impounded animals
  - ii. The pound is kept in a reasonable state of cleanliness
  - iii. The pound premises are kept neat and tidy in appearance

## **~~CONTROL, LICENSING, REGISTERING AND IMPOUNDING~~**

### **CONTROL OF DOGS**

4. Except as otherwise permitted by this by-law:
  - a. A dog owner shall not permit, suffer or allow a dog to be at large
5. Every owner of a dog shall ensure the dog is kept under effective restraint at all times. On the premises of the owner, a dog is only considered under effective restraint if it is:
  - a. Securely confined within a building or a fully enclosed fenced yard; or
  - b. Securely tethered in a manner that prevents the dog from reaching within 2.0 metres of any public sidewalk or property line; or
  - c. On a leash held by a person capable of controlling the dog.
6. Every owner of a dog shall ensure that the dog is kept on a leash and under the control of some person when the dog is on any land in the Town unless:
  - a. the land is the premises of the owner of the dog and is in compliance with Section 5 of this by-law;
  - b. the land is owned by a person who has given prior consent to the dog being off the leash and is in compliance with Section 5 of this by-law.
7. The owner of a dog which is known to be aggressive must not permit the dog to be in a place other than the owner's property
  - a. Unless the dog is on a leash no longer than one meter and in the control of a person who is responsible and capable of controlling the dog.
  - b. unless the dog is wearing a proper muzzle
8. An unleashed or unharnessed dog, under continuous human restraint or control, shall not be deemed to be running at large at the time if the dog is:
  - a. Participating in a search and rescue operation or a law-enforcement operation; or
  - b. Assisting a person with a disability, provided the dog is professionally trained for such purpose; or
  - c. Within a municipal park where the area is designated by signage as an area in which dogs are permitted to be without a leash, subject to such limitations as posted
9. Police Officers with the Amherst Police Department and any By-Law enforcement officers appointed by the Chief of Police, along with the ACO, are authorized to enforce this by-law.

## **DANGEROUS DOGS**

10. The ACO has the power and authority hereunder, upon reasonable grounds, to make the determination that any dog is a dangerous dog.
  - a. Where the ACO has reason to believe that a dog has attacked a person or another animal, or has the propensity to do so, the ACO may:
    - i. Classify the dog as a dangerous dog;
    - ii. Issue the owner a notice to muzzle the dog
    - iii. Order the owner to keep the dog securely restrained either indoors or inside an escape-proof enclosure that does not allow the dog to jump, climb or dig its way out of while it is on the property of the owner;
    - iv. Muzzle, securely leash and ensure the dog is under the control of a person who is responsible and capable of controlling the dog, when the dog is off the property of the owner.
    - v. Post a “Beware of Dog” sign in a conspicuous place on their property;
    - vi. Have the dog evaluated by a Certified Animal Behaviorist or a Certified Veterinary Behaviorist with the completion of any training or treatment as deemed appropriate by that expert; and
    - vii. Have the dog spayed or neutered, to assist with problem aggression, hardheaded and roaming behaviour

## **NOTICE TO OWNER OF A DANGEROUS DOG**

11. The notice to an owner of a dangerous dog shall include:
  - a. A statement explaining why the ACO has deemed the dog to be a dangerous dog
  - b. A statement of requirements that the owner must comply with, in accordance with Section 10(a)
  - c. A statement that the owner may request, within five (5) working days of receipt of the notice, a council hearing which may affirm or rescind the Animal Control Officer’s designation of the dog as dangerous

## **APPEAL OF DESIGNATION**

12. The owner of a dog who receives a “Notice to Owner of a Dangerous Dog” from the ACO may, within five (5) working days of receipt of such notice, provide a written notice of appeal delivered to the Town Clerk
13. Council shall hear the appellant in accordance with the rules of natural justice and may:
  - a. Accept the Animal Control Officer’s decision to deem the dog as a dangerous dog;
  - b. Rescind the Animal Control Officer’s decision to deem the dog as a dangerous dog

14. Section 10(a) requirements, which may be imposed on a dog owner by the Animal Control Officer, shall not come into effect until either the time for appeal under section 12 has elapsed without the dog owner requesting an appeal under that section, or after council has made a decision as per section 13 if an appeal is made.

## **DANGEROUS AND FIERCE DOGS**

15. The Animal Control Officer may seize any dog that has exhibited dangerous and fierce behavior and shall kennel such animal until an evaluation of the animal has been done by the Animal Control Officer and an authority in dog behavior as recognized by the Town, which may also include quarantining if required vaccinations cannot be proven.
16. Based on the evaluation, the ACO, in consultation with a police manager, shall determine if a dog can be rehabilitated and safely returned to its owner. If it is proven that the dog poses a substantial risk of such behaviour recurring, and the owner is unable or unwilling to deal with the requirements imposed, based on the evaluation, the ACO, in consultation with a police manager, will determine if there are any remedies that might allow the dog to live safely with people. If no satisfactory remedy is found, the dog will be euthanized.
17. If it is determined that the dog can be rehabilitated, it will be returned to the poundkeeper with the stipulation that it may only be adopted if the requirements for rehabilitation are met.
18. Any kennel costs or extraordinary expenses incurred while the dog is impounded shall be borne by the dog owner, whether the dog is redeemed or not.
19. When the ACO determines that a dog is a dangerous and fierce dog, the ACO, if he/she determines in their discretion, that the dangerous dog poses an immediate and significant threat to the public safety, may, after consultation with a police manager, destroy the dangerous dog, without permitting the owner to claim it.
20. If the ACO destroys the dog, the ACO will arrange for the disposal of the remains and will make reasonable efforts to inform the dog owner that the dog has been destroyed. The owner of the dog will be responsible for all costs related to the destruction/disposal.
21. If a dog attacks a person and causes injury, the Amherst Police Department shall, along with the ACO, have the authority to investigate the circumstances of the attack if it is decided that it is appropriate to do so, and the Town of Amherst Police Department may make such recommendations to the ACO as it deems appropriate.
22. No dog shall be deemed fierce or dangerous if it is a professionally trained guard dog or a law enforcement dog while lawfully engaged as such

## FECES AND SCOOPING

23. Every owner of a dog shall immediately remove any feces left by the dog in the Town:
- a. on any roadway, sidewalk or parking lot
  - b. in a public park
  - c. on any public property other than a public park, or
  - d. on any private property other than the property of:
    - i. The owner of the dog,
    - ii. or the person having care, custody or control of the dog.
24. Every owner of a dog shall dispose of any feces removed pursuant to this Section on his or her ~~her~~ **their** premises or **in a public receptacle designed for the disposal of animal feces.**
25. Every owner of a dog shall remove from his or her property, in a reasonable timely manner, feces left by such dog, so as not to disturb the enjoyment, comfort, convenience of any person in the vicinity of the property.
26. This section does not apply to a handler of a service dog, where the handler is not reasonably able to remove the feces left by such dog due to a physical disability or impediment.

## NOISE

27. No dog shall be permitted to consistently disturb the quiet of a neighborhood by barking, howling, or otherwise making noise to a degree beyond what the Animal Control Officer determines to be normal.
28. In determining what is "normal" in the context of this section, the ACO shall consider one or more, but not limited too, the following factors:
- a. the time of day that the dog is reported as disruptive;
  - b. the frequency and duration of the reported disruptive behavior;
  - c. the proximity of neighbors and population density of the neighborhood.
29. If the ACO determines, upon reasonable grounds, that a dog is being disruptive, as defined in this section, the ACO shall give a written warning to the dog owner before taking any other action under this by-law.

## INTERFERENCE WITH THE ACO OR POUNDKEEPER

30. Anyone who obstructs or interferes with the Animal Control Office, or **their** duly authorized delegate, or the poundkeeper, engage in the execution of their duties, commits an offense under this by-law.

## Licensing of Dogs

- ~~31. No person shall own, possess or harbor an unlicensed dog within the boundaries of the Town.~~

- ~~32. A person who owns, possesses or harbors any dog before the first day of April in each year, shall obtain a dog license in accordance with the provisions of this by-law.~~
- ~~33. Applications for and the issuance of a dog license shall be the responsibility of the Town Hall staff, or person so designated by the Town of Amherst.~~
- ~~34. The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all dogs registered, showing the date and number of the registration, and the name and address of the owner of the dog.~~
- ~~35. Every person who obtains a dog license shall be given a metal tag which shall be, at all times, fastened to a collar or harness worn by the dog for which the license was obtained.~~
- ~~36. Where a metal tag issued pursuant to this by-law has been lost, destroyed or mutilated, the dog owner shall acquire, for the remainder of the current licensing year, a replacement tag, upon producing proof of purchase of a valid dog license and upon payment of a prescribed fee.~~
- ~~37. Fees pursuant to this by-law are set out in Schedule "A" attached hereto.~~
- ~~38. Notwithstanding this section, the following dogs need not have a dog license:~~
- ~~a. a trained guide dog owned or utilized by a blind person, or any dog determined by the ACO to be a service or assistance dog~~
  - ~~b. a dog owned and utilized as a law enforcement service dog~~

### **Registering of Cats**

- ~~39. Every owner of every cat may register the cat with the Town on the first day of April in each year, and may obtain a registration tag for the cat. There is no cost for such registration.~~
- ~~40. Applications for and the issuance of a cat registration shall be the responsibility of Town Hall staff, or person so designated by the Town of Amherst.~~
- ~~41. The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all cats registered, showing the date and number of the registration, and the name and address of the owner of the cat.~~
- ~~42. Every person who obtains a cat registration shall be given a metal tag which shall be fastened to a collar or harness worn by the cat for which the registration was obtained.~~

### **RABIES**

- ~~43. Every owner of a dog over the age of four months must have the dog vaccinated against rabies and must keep the rabies vaccinations of the dog up to date.~~
- ~~44. The ACO may seize and impound any animal which is suspected of being rabid and must immediately notify the veterinary clinic.~~
- ~~45. Every owner of an animal who knows or suspects that the animal is rabid must immediately report the animal to a veterinary clinic and the ACO.~~
- ~~46. No dog license will be issued to an owner who does not present proof of such vaccination.~~

47. The Town of Amherst and/or its designate by resolution may, without notice to or complaint against the owner, impound any dog that:
- a. runs at large contrary to this by-law;
  - ~~b. is not wearing a tag as required by this by-law~~
  - ~~c. is not registered pursuant to this by-law~~
  - d. is fierce and dangerous
  - e. is rabid or appears to be rabid or exhibits symptoms thereof; or
  - f. persistently disturbs the quiet of the neighborhood by barking, howling or otherwise; after a written warning has been delivered to the dog owner
48. The poundkeeper, upon seizure or impoundment of a dog at large, shall make every effort to inform the dog owner, if known, that the dog has been seized and impounded, including review of available information from tags, tattoos or microchips.
49. If after the expiration of not less than 72 hours, the impounded dog is not claimed, the poundkeeper may, on the expiration of this period, destroy, or place for adoption, the impounded dog.
50. The poundkeeper, upon receiving a certificate from a qualified veterinarian that an impounded dog is suffering from infectious or contagious disease, may immediately destroy that impounded dog.
51. The poundkeeper shall maintain a recorded log, in which he/she shall record the description of every dog impounded, the name of the person who impounded the dog, the time and location of the impoundment, the fees owing and the manner of disposal of the impounded dog.
52. The owner of record of an impounded dog shall be responsible for all uncollected fees or costs in respect of an impounded dog whether or not he/she effects the release of the dog.

## **ENFORCEMENT AND PENALTIES**

53. No companion animal owner shall do anything, or fail to do anything, where that action or omission, as the case may be, results in a violation of this by-law.
54. This by-law may be enforced, at the discretion of the Town:
- a. in accordance with the procedures set out in the Municipal Government Act; or
  - b. by means of a summary offence ticket under the Municipal Government Act.
55. The Summary Proceedings Act, where applicable, shall apply to proceedings under this by-law.
56. The Animal Control Officer may enter, at all reasonable times, upon any property subject to this by-law in order to ascertain whether this By-law is being obeyed.
57. Every person who contravenes any part of this by-law is guilty of an offense and is subject to the provisions of the *Summary Proceedings Act*.

58. Each day an offense continues shall be a separate offense.
59. The penalties prescribed are as follows:
- a. with respect to the first contravention and/or impoundment in any consecutive 12-month period, payment of \$75.00;
  - b. with respect to a second contravention and/or impoundment within any consecutive 12-month period, payment of \$150.00;
  - c. Third and subsequent Impoundments - A dog impounded for a third time shall not be redeemable and shall become the property of the pound-keeper and will be dealt with accordingly, on a case-by-case basis.
60. Any contravention of any provision of this By-law, in the preceding twelve months by any person charged, shall be counted as a previous contravention for the purpose of the preceding paragraphs.
61. If payment is not made in accordance with these procedures within 14 days of the notice, the fine is recoverable under the *Summary Proceedings Act*.

#### **COSTS**

62. In all cases the Town shall have the right to recover from the owner of the dog the cost incurred by the Town in applying this by-law to the owner's dog.
63. In all cases the costs of the Town shall include the actual payments made by the Town, together with its reasonable administrative charges.
64. The provisions of this by-law shall be enforceable pursuant to the *Municipal Government Act*.

#### **INTERPRETATION**

65. This by-law shall be read with all changes in gender and number, as may be appropriate.
66. Any part of this by-law found to be illegal shall be severed from the balance of the by-law.
67. Any and all fees referred to in the by-law shall be as set out in the Town of Amherst User Fee Policy #3470-03 and will be reviewed annually.
68. The Town of Amherst Companion Animal By-Law approved by Council on November 23, 2015 is hereby repealed.

## SCHEDULE "A"

### ~~Dog License Fees~~

~~1. Dog License fees shall be:~~

- ~~a. \$15 for each spayed/neutered dog;~~
- ~~b. \$30 for each un-sprayed/un-neutered dog.~~
- ~~c. \$15 for tag replacement~~

~~Each license shall be payable to the Town of Amherst annually.~~

### **DOG IMPOUND FEES**

2. A dog owner may reclaim their impounded dog upon proving ownership and upon paying to the poundkeeper the following impound fees, maintenance fees ~~and any overdue dog license fees~~ pursuant to Schedule "A"

a. An impoundment fee in respect of a ~~Licensed Dog~~:

- i. First Impoundment - \$75 **and a maintenance fee in respect of each day or part of a day on the impoundment period of \$25**
- ii. **Second Impoundment - \$150 and a maintenance fee in respect of each day or part of a day on the impoundment period of \$50**
- iii. Third and subsequent Impoundments - A dog impounded for a third time shall not be redeemable and shall become the property of the poundkeeper and will be dealt with accordingly, on a case-by-case basis

~~b. An impoundment fee in respect to an Unlicensed Dog - \$150.00~~

~~c. A maintenance fee in respect of each day or part of a day on the impoundment period - \$25~~

For Administrative Use Only:

Companion Animal Bylaw C-4 Adoption	
First reading:	October 30, 2023
Notice of Publication:	November 8, 2023
Second Reading:	November 27, 2023
Notice of Publication and Effective Date of Bylaw:	December 6, 2023
Notice to Service Nova Scotia & Municipal Relations:	December 14, 2023

## VERSION LOG

Bylaw Owner	Amendment Description	Council Approval Date
Chief of Police	<ol style="list-style-type: none"> <li>1. Changes to numbering of sections;</li> <li>2. Additional definitions in the interpretation section such as "Accredited Training", "Continuous Restraint and Control, "Mitigating Factor", "Muzzle Orde' and "Town" to ensure more clarity in the roles, authority and decision making;</li> <li>3. A section that provides for the use of an animal for Search and Rescue, Law Enforcement Operations, Special Needs dogs, and for off-leash dog parks;</li> <li>4. Additional options and authorities for the Animal Control Officer when dealing with dangerous dogs;</li> <li>5. A mechanism for dog owners to appeal to council when their animal has been classified as a "dangerous dog" and is subject to restrictions;</li> <li>6. Additional guidance for the ACO/Police when dealing with Dangerous and Fierce Dogs that includes risk assessments and the possibility of rehabilitation and other options for the animal;</li> <li>7. The addition of 14 days to pay a fine before proceeding to court via the Summary Proceedings Act;</li> <li>8. Change in the dog impound fees and actions that are in-line with the Cumberland County fees and actions and includes:               <ol style="list-style-type: none"> <li>a. First impoundment increased from \$30 to \$75</li> <li>b. Second impoundment increased from \$70 to \$150</li> <li>c. Third impound results in permanent seizure of the animal (case by case basis)</li> <li>d. Maintenance fee for each day/part of a day increase from \$15 to \$25;</li> </ol> </li> <li>9. Unregistered dog impoundment fee increased from \$100 to \$150</li> </ol>	November 27, 2023

	<ul style="list-style-type: none"><li>• Deletion of any reference to the sale or issuance of dog licenses or permits</li><li>• Deletion of references to 'licensed dog', 'Licensing year' and fees associated to 'unlicensed dogs'</li><li>• Changes related to additional control and restraint over animals<ul style="list-style-type: none"><li>○ Added a definition in regards to a 'Enclosed Fenced Yard';</li><li>○ Added a definition of 'tether';</li><li>○ A new section that deals with the issue of the ability to keep animals under effective restraint, including while on privately-owned property;</li></ul></li><li>• Changes in regard to the disposing of animal feces by including the option of utilizing public receptacles.</li><li>• Removing the optional licensing and registration of cats</li></ul>	
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Minutes reference date: November 27, 2023

DRAFT

# SYNOPSIS

## SOCCER / TRACK AND FIELD COMPLEX FUNDRAISING COMMITTEE TERMS OF REFERENCE

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One of Council's strategic priorities is the construction of a Soccer / Track and Field complex. The Town has committed \$3,100,000 for the development of this at an anticipated total cost of \$8,100,000. Staff will pursue the remaining \$5,000,000 via government grants, foundation donations and a local fundraising committee.

Staff have met with David McNair for Fundy Youth Soccer. He is willing to sit on / lead a fundraising committee with a mandate to raise \$1,000,000 for the project. To facilitate this staff have developed a Soccer / Track and Field Fundraising Committee Terms of Reference for Council's approval.

The Committee may participate in government grant applications and foundation requests submitted by the Town; however, these amounts will not be included towards the total funds raised by the Committee. It is expected that the Committee will generate most of their donations from local business and individuals, or from connections at the national business level.

### **MOTION:**

**That Council approve the Soccer / Track and Field Complex Fundraising Committee Terms of Reference.**



## AMHERST TOWN COUNCIL

RFD# 2026052

Date: April 27, 2026

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

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

**DATE:** April 27, 2026

**SUBJECT:** **SOCCER / TRACK AND FIELD COMPLEX FUNDRAISING  
COMMITTEE TERMS OF REFERENCE**

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**ORIGIN:** One of Council's strategic priorities is the construction of a soccer / track and field complex.

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

**RECOMMENDATION:** That Council approve the Soccer / Track and Field Complex Fundraising Committee Terms of Reference.

**BACKGROUND:** The Town has committed \$3,100,000 for the development of an \$8,100,000 soccer and track and field complex. Staff will pursue the remaining \$5,000,000 via government grants, foundation donations and a local fundraising committee.

**DISCUSSION:** Staff have met with David McNairn for Fundy Youth Soccer. He is willing to sit on / lead a fundraising committee with a mandate to raise \$1,000,000 for the project. He is contacting several people who he feels may be interested and will be a benefit to the Committee.

The Committee may participate in government grant applications and foundation requests submitted by the Town; however, these amounts will not be included towards the total funds raised by the Committee. It is expected that the Committee will generate most of their donations from local business and individuals, or from connections at the national business level.

The Committee will develop a fundraising program and where appropriate, receive approval from Council where significant recognition is required (naming rights, on site signage, etc.)

**FINANCIAL IMPLICATIONS:** Raising \$1,000,000 towards this project will significantly impact its financial viability.



**SOCIAL JUSTICE IMPLICATIONS:** The overall project helps achieve Councils social justice goals.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications to the establishment of a fundraising committee.

**COMMUNITY ENGAGEMENT:** There will be a significant marketing campaign established by the committee.

**ALTERNATIVES:** Do not establish a fundraising Committee or approve amended terms of reference.

**ATTACHMENTS:** Soccer / Track and Field Complex Fundraising Committee Terms of Reference

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**TITLE: SOCCER / TRACK AND FIELD COMPLEX FUNDRAISING COMMITTEE TERMS OF REFERENCE**  
**SECTION: EXECUTIVE OFFICE**  
**POLICY NO: 10350-09**

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

### **1.0 Background**

The Town of Amherst is undertaking the development of a Soccer / Track and Field Complex and recognizes the need for a dedicated committee to support fundraising efforts from private sector sources. Establishing a Soccer / Track and Field Complex Fundraising Committee provides a structured mechanism to guide, support, and advance fundraising initiatives in alignment with municipal priorities and policies.

### **2.0 Project Goal**

Construction and operation of a financially feasible modern multi-purpose Soccer / Track and Field Complex that includes an environmentally friendly, safe, and inclusive facility that meets the needs of our citizens and partners by promoting community pride, healthy active lifestyles, and vibrancy that reflects community values and heritage.

### **3.0 Purpose**

The purpose of the Soccer / Track and Field Complex Fundraising Committee is to raise a minimum of \$1,000,000 from private sector sources in support of the Soccer / Track and Field Complex project. This includes securing commitments of various amounts, sponsorships, and potentially naming rights for the overall facility and internal components.

### **4.0 Membership**

The Committee shall initially consist of up to seven members appointed by Amherst Town Council, including at least one Town Councillor. The Committee may recommend additional members should it feel it is beneficial to do so. The Committee shall elect a Chair and Vice Chair from among its members.

### **5.0 Terms of Appointment**

Members shall be appointed for terms of two (2) years with an additional term at the option of Council.

### **6.0 Financial Matters**

All fundraising activities shall comply with Town of Amherst policies and procedures relating to financial matters. All funds raised will be held in a reserve account by the Town of Amherst for the purpose of building the Soccer / Track and Field Complex. The Committee shall not independently receive, hold, or disburse funds.

**TITLE: SOCCER / TRACK AND FIELD COMPLEX FUNDRAISING COMMITTEE TERMS OF REFERENCE**  
**SECTION: EXECUTIVE OFFICE**  
**POLICY NO: 10350-09**

## 7.0 Meetings

The Committee shall meet at least four times per year or more frequently as required.

Subject to Section 24 (4) of the Municipal Government Act, as a special committee of Council, there will not be an option for virtual attendance and recording and live streaming will not take place.

## 8.0 Staff Support

The Chief Administrative Officer (CAO) shall appoint staff to support the Committee as needed.

## 9.0 Review

The Committee may periodically review its Terms of Reference and recommend amendments to Council as appropriate.

## 10. Major Donations

The Town of Amherst will coordinate all grant applications to senior levels of government as well as applications for significant support from local and regional Foundations.

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
<b>Council</b>	Appoint members to the Committee
<b>CAO</b>	Appoint staff to the Committee, ensure the Terms of Reference are adhered to
<b>Committee Members</b>	Work collaboratively to raise funds for a new Soccer / Track and Field Complex while complying with Town of Amherst policies relating to financial matters.

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
New Policy	CAO	Council	

Minutes reference date:

# SYNOPSIS

## J.D. IRVING LAND TRADE

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With funding from the Federal Government's Canada Nature Fund, the Town, in partnership with the Province, has an agreement to trade 945 acres of land outside the wellfield protection area for 910 acres of land owned by J.D. Irving within the wellfield. In addition Irving was to receive \$32,000 for tree replanting costs.

Environment and Climate Change Canada approved the exchange but deemed the replanting costs ineligible. As the program ended on April 1, the Town is responsible for the remaining legal and associated costs.

This issue aligns with the Town's policy to acquire land in and around the wellfield. For approximately \$35,000, acquiring 910 acres within Protection Zones 1 and 2 represents excellent value. These lands have high ecological value and form part of the Chignecto Isthmus connectivity zone, linking Nova Scotia to the mainland. The lands to be conveyed to J.D. Irving do not share these characteristics.

Protecting the North Tyndal Wellfield groundwater zone supports environmental protection and public health by safeguarding the community's drinking water supply.

### **MOTION:**

**That Council approve funding of \$32,000 in replanting costs and approximately \$3,000 in legal fees to complete the trade of seven recently acquired parcels of Town owned lands in the Beecham Road Area for a portion of JD Irving land located in the North Tyndal Wellfield, to be added to the 2026/27 Water Utility Capital Budget and that these costs will be funded from the water depreciation fund.**

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

**SUBMITTED BY:** Jeff Bacon, Economic Development Officer

**DATE:** April 27, 2026

**SUBJECT:** JD Irving Land Trade in the North Tyndal Wellfield

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**ORIGIN:** At the October 2025 Regular Council Meeting, Council passed the motion to approve the trade of approximately 945 acres of town-owned lands in the Beecham Road Area for an approximately 910-acre portion of JD Irving land located within zones 1 and 2 of the North Tyndal Wellfield Protection Zone and further authorize the CAO and Mayor to execute the necessary agreements.

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

**RECOMMENDATION:** That Council approve funding in the amount of \$32,000 in replanting costs and approximately \$3,000 in legal fees to complete the trade of seven recently acquired parcels of Town owned lands in the Beecham Road Area for a portion of JD Irving land located in the North Tyndal Wellfield, to be added to the 2026/27 Water Utility Capital Budget and that these costs will be funded from the water depreciation fund.

**BACKGROUND:** JD Irving Ltd. proposed a land exchange involving seven recently acquired Town properties totaling 945 acres in return for 910 acres of JD Irving land located in Zones 1 and 2 of the North Tyndal Wellfield. The agreement also included \$32,000 in replanting costs, with the Town responsible for all legal and survey fees.

In February 2026, the Province submitted the proposed exchange to Environment and Climate Change Canada (ECCC) for approval. In April 2026, staff were notified that the land exchange, as well as associated survey and legal costs, were approved under the Nature Agreement funding terms; however, the replanting costs were deemed ineligible. As the funding program ended on April 1, any additional legal costs required to complete the transaction will be the Town's responsibility.

Surveying, appraisals, and legal work were completed and funded through the Nature Agreement to confirm the fairness of the exchange.





## AMHERST TOWN COUNCIL

RFD# 2026049

Date: April 27, 2026

**DISCUSSION:** Put into context, \$32,000 in cash and \$3,000 in legal fees to acquire 910 acres of land within the Wellfield is excellent value considering that the lands being traded were acquired at no cost and have no useful purpose to the Town. The lands the Town will receive, in addition to being within the wellfield, are also considered to have high ecological value, forming part of the core connectivity zone of the Chignecto Isthmus linking Nova Scotia to the mainland. In contrast, the lands to be conveyed to JDI do not share these characteristics.

**FINANCIAL IMPLICATIONS:** Tree replanting agreement condition is \$32,000. Cost associated to legal fees to complete the trade are estimated to be \$3,000. These charges will come from the Town's Water Depreciation fund. The current balance in this fund is approximately \$2,000,000.

**COMMUNITY ENGAGEMENT:** Community engagement is not required to execute this trade.

**ENVIRONMENTAL IMPLICATIONS:** The intention of these funding programs is to acquire land with the sole purpose of environmental / habitat protection. The protection of the North Tyndal Wellfield Groundwater Zone has significant environmental implications as well as social health implications as it helps protect the drinking water supply from contamination and pollution.

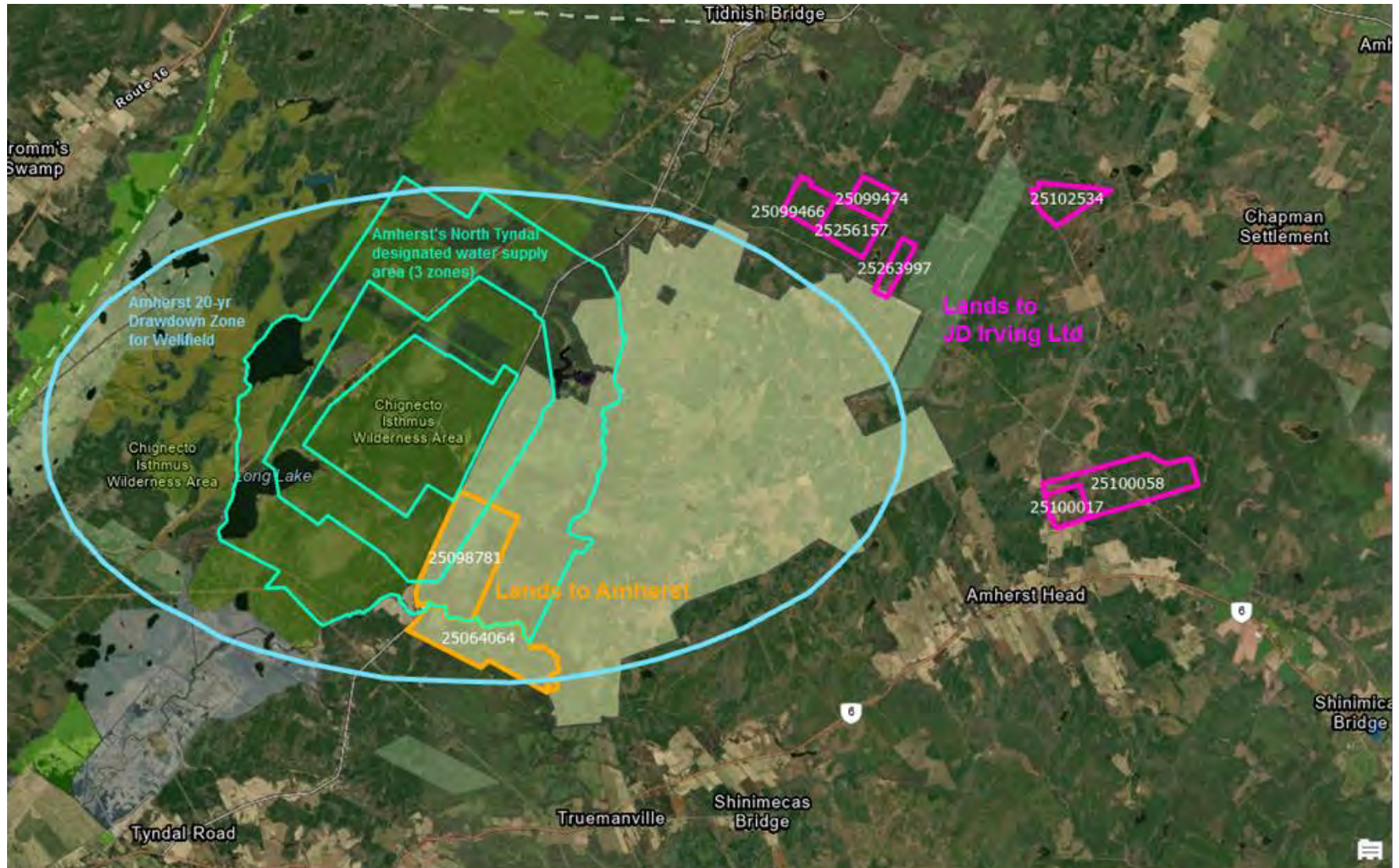
**SOCIAL JUSTICE IMPLICATIONS:** Increasing environmentally protected land helps current and future generations live in a more sustainable manner. Protection of the North Tyndal Wellfield ensures Amherst's long-term supply of safe drinking water.

**ALTERNATIVES:** Do not approve the \$32,000 replanting + \$3,000 legal cost and either retain the town lands for protection.

**ATTACHMENTS:** JD Irving Property Trade Offer Map



# Town of Amherst – J.D. Irving Land Swap



# SYNOPSIS

## Market Review: Non-Union Salaries

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The Town conducts a full market analysis of non-union salaries every three (3) years to ensure that compensation remains competitive, equitable, and fiscally responsible, while supporting recruitment and retention objectives. The recently completed review benchmarked Amherst's non-union positions against comparable municipalities and relevant labour market data.

As a result of this review, staff are recommending revisions to non-union salary ranges which better align with current market conditions. In addition, all non-union salary grids are proposed to be transitioned from a seven-step structure to a six-step structure, while maintaining a 3% progression between steps. Positions deemed already competitive in the market have been adjusted structurally only, without a market increase.

Minor position title updates are also recommended for select roles to more accurately reflect current responsibilities.

The proposed changes will have minimal impact on the Town's finances and have been accommodated within the approved operating budget.

### **MOTION:**

**That Council approve the proposed revisions to the non-union salary ranges and approve the amended Salary Administration Policy #04530-01.**

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

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

**DATE:** April 27, 2026

**SUBJECT:** Triannual Market Review: Non-Union Salaries

**ORIGIN:** Salary Administration Policy #04530-01: *“The Chief Administrative Officer shall: Monitor salary surveys and make recommendations to Council concerning market conditions as appropriate with an overall market review to be completed every three (3) years, or as directed by Council.”*

**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 proposed revisions to the non-union salary ranges and approve the amended Salary Administration Policy #04530-01.

**BACKGROUND:** The Town’s Salary Administration policy mandates a market review of non-union salaries every three (3) years. The last review was completed in 2022.

**DISCUSSION:** Staff have completed a thorough market review of non-union salaries to ensure that our employee compensation remains competitive, equitable and fiscally responsible.

1. The findings of the review result in a number of recommended revisions to non-union salary ranges as follows:

Position	Current Range	Proposed Range
<b>CAO’s OFFICE</b>		
Deputy CAO	95,680 – 114,247	108,367 – 125,627
Admin Assistant – Clerk’s Office	49,740 – 59,392	53,756 – 62,318
<b>IT DEPARTMENT</b>		
IT Manager	62,295 – 74,383	77,769 – 90,156
IT Coordinator	54,414 – 64,973	58,393 – 67,693
<b>COMMUNITY LIVING DEPARTMENT</b>		
Director, Community Living	95,680 – 114,247	102,112 – 118,376
Community Wellbeing Manager	62,295 – 74,383	64,563 – 74,846
<b>Position Cont’d</b>	<b>Current Range</b>	<b>Proposed Range</b>



Marketing & Communications Officer	61,019 – 72,860	63,099 – 73,149
Culture, Events & Marketing Coordinator	49,740 – 59,392	57,890 – 67,110
Active Living Coordinator	49,740 – 59,392	62,566 – 72,531
<b>FINANCE DEPARTMENT</b>		
Director, Finance	95,680 – 114,247	105,420 – 122,211
Manager of Financial Services	80,200 – 95,763	84,883 – 98,403
Revenue Officer	54,414 – 64,973	57,444 – 66,593
Water/Sewer Billing Clerk	49,740 – 59,392	51,699 – 59,933
<b>FIRE DEPARTMENT</b>		
Director, Fire Services	95,680 – 114,247	103,073 – 119,490
Fire Inspector	62,295 – 74,383	66,245 – 76,796
Firefighter	54,414 – 64,973	57,855 – 67,070
<b>HUMAN RESOURCES DEPARTMENT</b>		
Director, Human Resources	95,680 – 114,247	101,410 – 117,562
HR Generalist	54,414 – 64,973	64,177 – 74,399
<b>OPERATIONS DEPARTMENT</b>		
Director, Operations	95,680 – 114,247	103,659 – 120,169
Public Works Foreman	72,585 – 86,670	79,365 – 92,006
Facilities Manager	62,295 – 74,383	68,592 – 79,517
Parks & Recreation Foreman	62,295 – 74,383	68,592 – 79,517
Solid Waste Education & Coordination Officer	62,295 – 74,383	67,528 – 78,283
Engineering Technician	62,295 – 74,383	71,407 – 82,780
<b>PLANNING &amp; ECONOMIC DEVELOPMENT DEPARTMENT</b>		
Director, Planning & Economic Development	95,680 – 114,247	103,757 – 120,283
Building Official	72,585 – 86,670	79,165 – 91,774
Land Use Planner	62,295 – 74,383	74,595 – 86,476
Economic Development Officer	62,295 – 74,383	79,534 – 92,202
Dangerous & Unsightly Premises Administrator	54,414 – 64,973	57,896 – 67,117
<b>POLICE DEPARTMENT</b>		
Executive Assistant/Dispatch Coordinator	54,414 – 64,973	60,431 – 70,056
Bylaw Enforcement Officer	49,740 – 59,392	53,939 – 62,530
Crime Prevention Coordinator	49,740 – 59,392	57,912 – 67,136
Dispatcher	49,740 – 59,392	53,939 – 62,530
Criminal Record Checks	41,454 – 49,498	51,232 – 59,392

2. These proposed salary ranges reduce the current 7-step ranges to 6-step ranges, while retaining the 3% progression between steps;
3. No market increase is proposed for positions where current salary ranges are already competitive. For these positions, the salary range is simply amended to a 6-step range vs a 7-step range by dropping off step 1 of the existing scale:

Position	Current Range	Proposed Range
Municipal Clerk	72,585 – 86,670	74,763 – 86,670
Accounts Payable/Accounting Clerk	54,414 – 64,973	56,046 – 64,973
Cashier/Customer Service	49,740 – 59,392	51,232 – 59,392

4. Minor position title changes are being recommended for these roles to better reflect current responsibilities and to align with equitable naming standards:
  - a. Rename the Culture, Events & Marketing Coordinator position to Community Culture & Events Coordinator;
  - b. Rename the Public Works Foreman position to Public Works Manager;
  - c. Rename the Facilities Manager position to Manager, Facilities & Sports Tourism Development;
  - d. Rename the Parks & Recreation Foreman position to Manager, Parks Operations;
  - e. Rename the Engineering Technician position to Engineering Technologist;
  - f. Rename the Bylaw Officer Position to Bylaw & Dispatch Support Officer.

**FINANCIAL IMPLICATIONS:** The proposed revisions to the non-union salary ranges result in a budget impact of \$50,414, which was included in the 2026-27 operating budget.

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

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

**SOCIAL JUSTICE IMPLICATIONS:** Supports pay equity and consistency by basing salary changes on objective market data.

**ALTERNATIVES:** Do not approve the changes to the policy, or direct staff to make alternative salary recommendations.

**ATTACHMENTS:**

Policy No. 04530-01, Salary Administration Policy

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

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**APPROVAL DATE:** April 27, 2026      **CAO Signature:** \_\_\_\_\_

## **PURPOSE**

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

## **POLICY STATEMENT**

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

## **OBJECTIVES**

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

## **DEFINITION OF TERMS**

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

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

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

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

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

## **SALARY GRID:**

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

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

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

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### **STEP ADJUSTMENTS**

Step adjustments shall be made only when:

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

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

An employee in the last step of their salary range in a year in which there is no overall market review shall receive a CPI supplement equal to salary times CPI for the immediately preceding calendar year, not to exceed 3%. This amount will be separate and not added to the base salary.

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

### **TRAVEL VEHICLE ALLOWANCES:**

Mayor, Council and Directors of departments shall receive a monthly vehicle allowance of \$150.00. The monthly vehicle allowance is for reimbursement for all local travel using one's personal motor vehicle for travel within the boundary of the Town of Amherst. Travel outside the boundary is covered under Policy #03000-01. The monthly vehicle allowance shall be reviewed each year after considering any changes in the cost of operating a motor vehicle.

### **LUNCH BREAKS:**

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

### **PERFORMANCE EVALUATION:**

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

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

### **SCOPE OF RESPONSIBILITY:**

The Town Council shall:

1. Authorize changes to the policies comprising the program of employee compensation.

---

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

---

2. Review and approve salary categories for all established positions within the Town.
3. Review and consider for approval the recommendations of the CAO in regard to the appropriateness of the salary classifications and ranges from time to time if necessary.

The Chief Administrative Officer shall:

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

The Director Shall:

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

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

**APPENDIX A**

January 1, 2019

**Town of Amherst**  
Salary Grid

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

**APPENDIX A-1**

April 1, 2024

Salary Grid  
Other Non-Union Positions

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

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

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

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

**APPENDIX B**

April 1, 2024

**Town of Amherst**

Hourly Rates – Casual Positions

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

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

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

**APPENDIX C**

MAY 26, 2025

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

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

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

**APPENDIX C**

**APRIL 1, 2026**

**Town of Amherst - 2026/27 Salary Grid**  
**Non-Union**

DEPARTMENT	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
CAO's OFFICE	Deputy CAO	108,367	111,618	114,967	118,416	121,968	125,627
	Municipal Clerk	74,763	77,005	79,316	81,695	84,146	86,670
	Administrative Assistant - Clerk's Office	53,756	55,369	57,030	58,741	60,503	62,318
IT	IT Manager	77,769	80,102	82,505	84,980	87,530	90,156
	IT Coordinator	58,393	60,144	61,949	63,807	65,721	67,693
COMMUNITY LIVING	Director of Community Living	102,112	105,175	108,331	111,581	114,928	118,376
	Community Well-Being Manager	64,563	66,500	68,495	70,550	72,666	74,846
	Marketing & Communications Officer	63,099	64,992	66,942	68,950	71,018	73,149
	Active Living Coordinator	62,566	64,443	66,376	68,368	70,419	72,531
	Community Culture & Events Coordinator	57,890	59,627	61,416	63,258	65,156	67,110
FINANCE	Director, Finance	105,420	108,583	111,840	115,195	118,651	122,211
	Manager of Financial Services	84,883	87,429	90,052	92,754	95,537	98,403
	Revenue Officer	57,444	59,167	60,942	62,771	64,654	66,593
	Accounting Clerk/Accounts Payable	56,046	57,728	59,460	61,243	63,081	64,973
	Water/Sewer Billing Clerk	51,699	53,250	54,847	56,493	58,188	59,933
	Cashier/Customer Service	51,232	52,769	54,352	55,983	57,662	59,392
FIRE	Director, Fire Services	103,073	106,165	109,350	112,631	116,010	119,490
	Fire Inspector	66,245	68,232	70,279	72,388	74,559	76,796
	Firefighter	57,855	59,591	61,378	63,220	65,116	67,070
HUMAN RESOURCES	Director, Human Resources	101,410	104,452	107,586	110,813	114,138	117,562
	HR Generalist	64,177	66,102	68,085	70,128	72,232	74,399
OPERATIONS	Director, Operations	103,659	106,769	109,972	113,271	116,669	120,169
	Public Works Manager	79,365	81,746	84,198	86,724	89,326	92,006
	Engineering Technologist	71,407	73,549	75,756	78,028	80,369	82,780
	Manager, Facilities & Sports Tourism Development	68,592	70,650	72,769	74,952	77,201	79,517
	Manager, Parks Operations	68,592	70,650	72,769	74,952	77,201	79,517
	Solid Waste Education and Coordination Officer	67,528	69,554	71,640	73,790	76,003	78,283
PLANNING + ECONOMIC DEVELOPMENT	Director, Planning & Economic Development	103,757	106,870	110,076	113,378	116,779	120,283
	Economic Development Officer	79,534	81,920	84,378	86,909	89,517	92,202
	Building Official	79,165	81,540	83,986	86,506	89,101	91,774
	Land Use Planner	74,595	76,833	79,138	81,512	83,957	86,476
	Dangerous and Unightly Premises Coordinator	57,896	59,633	61,422	63,265	65,162	67,117
POLICE	Executive Assistant/Dispatch Coordinator	60,431	62,244	64,111	66,035	68,016	70,056
	Crime Prevention Coordinator	57,912	59,649	61,439	63,282	65,180	67,136
	Bylaw & Dispatch Support Officer	53,939	55,557	57,224	58,941	60,709	62,530
	Dispatcher	53,939	55,557	57,224	58,941	60,709	62,530
	Criminal Records Check	51,232	52,769	54,352	55,983	57,662	59,392

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

**ROLES AND RESPONSIBILITIES**

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

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
<ol style="list-style-type: none"> <li>NS minimum wage updates;</li> <li>Position name changes: Municipal Clerk, Dir. Corp. Communications + Info Technology, removal of GIS Coordinator, addition of Engineering Technician</li> </ol>	Crossman: Director, HR and Customer Services	Council	March 27, 2023
Appendix B – amendment to the pay structure for student hourly rate of pay.	Director of HR & Customer Services	Council	April 24, 2023
NS minimum wage updates	Director of HR & Customer Services	Council	September 25, 2023
Addition of new position: Manager of Financial Services	Director of HR & Customer Services	Council	February 26, 2024
<ol style="list-style-type: none"> <li>Revision of hourly rates for casual positions Appendix B, removal of Appendix C “Job Categories”, revision to salary scales presented by department (new Appendix C), removal of Appendix C-1;</li> <li>Salary steps moved to 7 levels from 8, equal differential between each step, elimination of level 1, addition of new upper level;</li> <li>Language updates to reflect revisions to Appendices, Director, HR and Customer Services changed to Director, Human Resources. HR Administrator changed to HR Generalist.</li> </ol>	Director of HR & Customer Services	Council	April 22, 2024
Addition of Inspector salary to Appendix A-1	Director of HR	Council	June 11, 2024
Removal of Procurement Coordinator position, addition of Marketing Manager position, Dir. of Planning + Strategic Initiatives to Dir. Planning + Economic Development, Business Development Officer to Economic Development Officer, addition of Deputy CAO and addition of CAO’s Office	Director of HR	Council	January 27, 2025

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

Include the proposed CPI supplement, not to exceed 3%, for staff who are at the end of their salary range.	Director of HR	Council	April 28, 2025
Removal of Marketing Strategist position, creation of new Marketing & Communications Officer position along with new salary range.	Director of HR	Council	May 26, 2025
<p>1. Amend salary scales following triannual market review;</p> <p>2. Renaming of several positions:</p> <ul style="list-style-type: none"> <li>a. Culture, Events &amp; Marketing Coordinator to Community Culture &amp; Events Coordinator</li> <li>b. Public Works Foreman to Public Works Manager</li> <li>c. Engineering Technician to Engineering Technologist</li> <li>d. Facilities Manager to Manager, Facilities &amp; Sports Tourism Development</li> <li>e. Parks &amp; Recreation Foreman to Manager, Parks Operations</li> <li>f. Bylaw Officer to Bylaw &amp; Dispatch Support Officer</li> </ul> <p>3. Amend salary grid from 7 steps to 6 steps</p>	Director of HR	Council	April 27, 2026

**MINUTES REFERENCE DATE**

December 12, 2000	November 2, 2004	(See April 26, 2004 Minutes)	November 27, 2006
December 18, 2006	February 26, 2007	March 31, 2008	July 16, 2008
September 29, 2008	March 30, 2009	September 28, 2009	March 29, 2010
April 26, 2010	March 28, 2011	August 2, 2011	January 30, 2012
May 23, 2012	November 26, 2012	December 17, 2012	May 1, 2013
September 23, 2013	October 28, 2013	December 16, 2013	April 30, 2014
May 21, 2015	March 29, 2016	May 25, 2016	September 2, 2016
May 23, 2017	June 26, 2017	September 25, 2017	December 18, 2017
February 26, 2018	March 14, 2018	February 28, 2019	September 28, 2020
June 7, 2021	October 5, 2021	November 29, 2021	September 28, 2022
March 27, 2023	April 24, 2023	September 25, 2023	February 26, 2024
April 22, 2024	June 11, 2024	January 27, 2025	April 28, 2025

# SYNOPSIS

## Chief Administrative Officer Annual Performance Review

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The Town's employment contract with Chief Administrative Officer Jason MacDonald outlines the parameters for an annual performance review for the CAO. The contract stipulates Council will appoint a CAO Review Committee to oversee the annual evaluation process.

This year's review committee consisted of Mayor Small, Deputy Mayor Chambers, and Councillor Davidson. Additional administrative support for the process was provided by human resources.

Salary data from our established comparator municipal units was reviewed by the Committee. The Committee determined that the CAO's salary is below the lowest comparator CAO salary and is therefore recommending an increase of the CAO's salary effective April 1, 2026, to ensure competitive market alignment.

The Committee has also recommended amending the CAO employment contract to change the frequency of salary reviews from every five (5) years to annually. The intent of this amendment is to ensure that Council has the ability to regularly review and assess the compensation structure in light of current organizational, economic, and market conditions. An annual review allows compensation discussions to be evidence-based and timely.

### **MOTION:**

**That Council accept the recommendation of the CAO Review Committee and approve the attached amendments to the CAO's contract effective April 1, 2026 and authorize the Mayor to execute the amendments on Council's behalf.**

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

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

**DATE:** April 27, 2026

**SUBJECT:** CAO Performance Review

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**ORIGIN:** CAO Contract

**LEGISLATIVE AUTHORITY:** Annual Performance Review – Chief Administrative Officer Policy #10350-25

**RECOMMENDATION:** That Council accept the recommendation of the CAO Review Committee and approve the attached amendments to the CAO’s contract effective April 1, 2026 and authorize the Mayor to execute the amendments on Council’s behalf.

**BACKGROUND:** The Town’s employment contract with Jason MacDonald, specifically section 4, outlines the parameters for an annual performance review for the CAO. The contract stipulates Council will appoint a CAO Review Committee to oversee the annual evaluation process.

**DISCUSSION:** This year’s review committee consisted of Mayor Small, Deputy Mayor Chambers, and Councillor Davidson. Additional administrative support for the process was provided by human resources. The review committee met on several occasions to complete the evaluation. Following the completion of the evaluation, the committee then met with the CAO to provide feedback and an opportunity to dialogue on the outcome of the evaluation.

Salary data from our established comparators was reviewed by the Committee. The Committee determined that the CAO’s salary is significantly below the lowest comparator CAO salary (approximately - 6%) and is therefore recommending an increase of the CAO’s salary to \$182,193 effective April 1, 2026, to ensure competitive market alignment.

The Committee has recommended amending the CAO employment contract to change the frequency of salary reviews from every five (5) years to annually. The intent of this amendment is to ensure that Council has the ability to regularly review and assess the compensation structure in light of current organizational, economic, and market conditions. Under the existing five-year review cycle, significant changes can occur that impact the competitiveness and appropriateness of the CAO’s compensation. An annual review allows compensation discussions to be evidence-based and timely. A draft amendment is included for Council’s review.





**AMHERST TOWN COUNCIL**

**RFD# 2026056**

**Date: April 27, 2026**

**FINANCIAL IMPLICATIONS:** The additional compensation can be accommodated within the current operational budget.

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

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

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

**ALTERNATIVES:** Do not approve the CAO's new contract.

**ATTACHMENTS:** Amendment to CAO's contract  
Annual Performance Review – Chief Administrative Officer Policy # 10350-25



# AMENDMENT TO THE CHIEF ADMINISTRATIVE OFFICER EMPLOYMENT CONTRACT

## BETWEEN:

THE TOWN OF AMHERST (the "Town")

## AND:

JASON MACDONALD (the "CAO")

### BACKGROUND

1. The Town and the CAO entered into a Chief Administrative Officer Employment Contract dated June 25, 2021, as amended (the "Agreement").
2. Council has completed the CAO's performance evaluation in accordance with Section 4 of the Agreement.
3. Based on the recommendations of the CAO Review Committee, Council wishes to confirm a revised salary and to align the timing of salary reviews with the annual performance evaluation, without altering the salary increase set out in Section 3 (c) of the Agreement.

### 1. Amendment to Remuneration – Salary

1.1 Section 3(a) and (b) of the Agreement is hereby struck in its entirety:

~~3(a) The Town of Amherst shall pay an annual salary to the Employee of \$135,000.00 (the "Salary"), which will be subject to normal statutory deductions and paid in accordance with the normal Town of Amherst payroll practices.~~

~~3(b) Upon the conclusion of a successful performance review, with the recommendation of the CAO Performance Review Committee, the employee's salary will be increased to \$137,500~~

1.2 And further replaced with:

3(a) The Town of Amherst shall pay an annual salary to the CAO of \$182,193.00 (the "Salary"), subject to applicable statutory deductions and payable in accordance with the Town's normal payroll practices.

### 2. Amendment to Remuneration – Salary Review

2.1 Section 3(d) of the Agreement is hereby struck in its entirety:

~~3(d) Salary terms shall be reviewed every five (5) years.~~



# Internal Committee Report

## Planning Advisory Committee

April 2026

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The Planning Advisory Committee met on Tuesday, April 7, 2026. An election of Chair and Vice-Chair for the 2026 calendar year took place, with citizen representative Ron Wilson being re-elected as Chair and citizen representative Paul Diamond being elected as Vice-Chair.

The Committee reviewed an application from the YMCA of Cumberland for a Development Agreement on property located at 1 Albion Street to permit the construction of a 24-unit and 12-unit apartment building. The development would consist of a mix of units ranging from studios to 3-bedroom units, as well as ground floor office space for YMCA. A motion was passed to defer a decision to a future meeting and request additional information and/or changes to the proposal, specifically regarding the amount of parking, the need for the 12-unit building, and the intensity of use on the site. Staff have met with the YMCA following the meeting and are awaiting further information from them.

The Committee also heard a report regarding the dangerous and unsightly state of the building located at 2-4 Industrial Drive and passed a motion ordering its demolition within ninety days, with all work to be completed by the property owner. Failure by the property owner to complete the required work may result in the Town undertaking the demolition with all costs to be charged to the property owner's tax account.

# **Internal Committee Report**

## **Amherst Youth Town Council**

### **April 2026**

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The Amherst Youth Town Council met on March 30, 2026, at the Amherst Regional High School Library. During the meeting, members discussed opportunities to increase youth engagement in the community and reviewed several initiatives currently being explored by the group.

Members discussed the Town's Beautification Strategic Plan and shared ideas about how youth could become more involved in community improvement projects. Suggestions included exploring spaces where youth art or creative projects, such as mural walls or designated graffiti spaces, could be developed to enhance community spaces.

The group also discussed the Town's A.I.D.E. Strategic Plan and how it can guide youth-led initiatives to ensure projects are inclusive and accessible. During this conversation, members again identified transportation as a key issue affecting youth in Amherst and attended a meeting with Council on April 27, 2026, to share updates and discuss youth priorities.

AYTC also reviewed its annual budget and the importance of fundraising to support ongoing activities. Funds are used to cover items such as promotional materials, clothing for members, and supporting two youth representatives to attend the annual NSSSA Conference. Members are currently planning an end-of-term fundraising initiative, which includes exploring participation in the Town-wide Yard Sale in May.

The next meeting of the Amherst Youth Town Council will take place on May 4, 2026, from 3:00–4:00 PM.

# **Internal Committee Report**

## **North Tyndal Wellfield Advisory Committee**

**April 2026**

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The North Tyndal Wellfield Advisory Committee met on Tuesday, April 21, 2026. An election of Chair and Vice-Chair for the 2026 calendar year took place, with Mayor Small being re-elected as Chair, and Councillor McManaman being re-elected as Vice-Chair.

The Committee reviewed several reports including a change to the annual Nova Scotia Environment and Climate Change annual reporting requirements, the groundwater and surface water monitoring program 2025 annual summary, as well as clearing of Nova Scotia's Power's right-of-way in zone 3 that is taking place.

A wellfield risk assessment update was also provided, with the Committee passing a motion that staff determine if there is a need for a forest management plan for the wellfield area and report back to the Committee.

The Committee received an update on the recent land acquisitions in the wellfield area as part of a federal/provincial funding program to acquire land for conservation.

# External Committee Report

## Cumberland Public Libraries

April 2026

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### **Staff Unionize**

Effective April 8, 2026, the Labour Board certified the Nova Scotia Union of Public and Private Employees (NSUPE) as the Bargaining Agent for employees of the Cumberland Public Libraries. Negotiations for a first contract will begin within the next few months.

### **New Board Members**

Mark Joseph from Springhill and David Beattie from Parrsboro have been appointed to the Board by the Province. Their first meeting was April 9<sup>th</sup>. Both positions are a 2 year term.

### **Board Minutes**

Approved Board minutes are now available on the Library's website [www.cumberlandpubliclibraries.ca/about-us/](http://www.cumberlandpubliclibraries.ca/about-us/).

### **Statistics**

In the month of February Cumberland Public Libraries signed out 11,166 items, 4,451 items in the Amherst library alone. This includes books, movies, TV shows, magazines, ebooks and more.

Also, in February, the Amherst library held 11 in-person programs with 175 people in attendance. The Amherst library had 3,681 in person visits.

The next Board meeting is scheduled for June 4, 2026.

# External Committee Report

## YMCA of Cumberland

**April 2026**

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On Tuesday, April 28, 2026, the YMCA of Cumberland will be hosting a Volunteer Appreciation Reception at Sarsoza's. During this special evening, we will celebrate and show our appreciation for the incredible volunteers who help make a meaningful impact in our community. Their time, dedication, and generosity make a difference every day, and we look forward to recognizing all they do.

There are no further updates for Council at this time.

# External Committee Report

## Northern Region Solid Waste

April 2026

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A Northern Region meeting was held on March 27, 2026

### **Sharps Regulation**

At the last Regional Chairs meeting Nova Scotia Environment & Climate Change staff reported that regulation for sharps would not be happening at this time. Discussion took place following the announcement, with Regional Chairs making a motion to send a letter to the Minister. The letter will summarize the disappointment of the decision not to move forward with this regulation.

### **Extended Producer Responsibility (EPR)**

Circular Materials has acknowledged that there are gaps in the drop off system for materials such as chips bags, Styrofoam, and nonhazardous aerosols. Circular Materials will continue to work on securing more locations.

### **Dairy Stewardship Funding**

Regions will receive their final Dairy Stewardship Funding shortly as this material is collected in the EPR for PPP system. Regional staff and Nova Scotia Environment are working to finalize payments.

# External Committee Report

## LA Animal Shelter

April 2026

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The Board's decision to make the transition from a Board operated to a manager operated facility with Board oversight has resulted in considerable changes being made to its governance model.

The Shelter was at capacity with approximately 50 dogs and 25 cats at the end of March with there being 18 adoptions in March and 11 adoptions the first couple weeks of April.

The new manager is actively updating procedures and minor enhancements to the building to minimize operational challenges related to communicable diseases amongst the cats.

The Municipality of the County of Cumberland has increased its financial payment to \$35,000 per year and the Shelter greatly appreciates the Town of Amherst Council decision to increase its payment to \$25,000 per year for kennel services.

Upcoming fundraising events include:

- ~ the annual Spring Tea and auction May 9<sup>th</sup> at the Holy Family Parish Hall
- ~the new facility Grand Opening June 7<sup>th</sup> from 1-4pm
- ~the annual yard sale at the Curling Club June 13<sup>th</sup> and 14<sup>th</sup>