

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: May 25, 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 Kim Jones, Deputy Chief Administrative Officer
Lori O'Connell, Marketing & Communications Officer
Sean Payne, Marketing & Communications Officer
Natalie LeBlanc, Municipal Clerk
Cindy Brown, Administrative Assistant

1. CALL TO ORDER

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

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Small gave the Territorial Acknowledgement.

3. APPROVAL OF AGENDA / ACCEPTANCE OF MINUTES

3.1 Approval of Agenda

Moved By Councillor Furlong
Seconded By Councillor McManaman
To approve the agenda as circulated.

Motion Carried

3.2 Acceptance of Minutes

3.2.1 April 27, 2026

Mayor Small called for any errors or omissions in the minutes. There being none, the minutes of the April 27, 2026, regular meeting of Council were accepted as included in the agenda package.

4. REQUESTS FOR DECISION

4.1 Scholarship and Bursary Policy

Moved By Councillor Davidson
Seconded By Deputy Mayor Chambers
That Council approve the Scholarship and Bursary Policy #10350-19 with the proposed amendments.

Motion Carried

TITLE: SCHOLARSHIP AND BURSARY POLICY
SECTION: EXECUTIVE OFFICE
POLICY NO: 10350-19

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

PURPOSE:

To establish a policy to support funding towards the post-secondary educational objectives of qualified Amherst students through the award of a scholarships or bursaries.

POLICY STATEMENT:

The Town of Amherst will fund the following annual scholarships and bursaries to Amherst Regional High School students with a good academic standing. The students must be Amherst residents and be involved in extra-curricular activities. The Mayor or designate will participate in the selection committee at Amherst Regional High School:

1. Robert Angus Memorial Scholarship
An annual scholarship in the amount of \$1,500 will be awarded to an Amherst student graduating from Amherst Regional High School attending a recognized post-secondary degree granting institution to be paid directly to the institution in two equal instalments for the fall and spring semesters.
2. Norman Mansour Memorial Bursary
An annual bursary in the amount of \$1,000 will be awarded to an Amherst student graduating from Amherst Regional High School attending the Nova Scotia Community College, Cumberland Campus, to be paid directly to the institution.
- ~~3. Nova Scotia Community College Bursary
An annual bursary in the amount of \$500 to be awarded to an Amherst student graduating from the Nova Scotia Community College—Cumberland Campus to be paid directly to the student.~~
3. Francis J. Smith Memorial Bursary
An annual bursary in the amount of \$500 will be awarded to an Amherst student graduating from Amherst Regional High School who ~~was either members of the SADD program or another drug awareness or prevention program within the community~~ is civic and community minded, involved in current social justice issues, is entering a "helping" profession for post-secondary studies, and participates in volunteerism. The amounts will be paid directly to the institution. It is understood that the Amherst Police Association may, on an annual basis, provide an additional bursary with the same conditions.
4. Amherst Youth Town Council Bursary
An annual bursary in the amount of \$250 will be awarded to an Amherst student graduating from Amherst Regional High School who is a member of the Amherst Youth Town Council to be paid directly to the student.
5. Jerry Hallee Bursary
An annual bursary in the amount of \$1,000 will be awarded to an Amherst student graduating from Amherst Regional High School who has a high academic standing and is considered a low-income student.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Mayor/Designate	Participate in the selection process with the Amherst Regional High School
Clerk	Administer the funding of the scholarship and bursaries upon receipt of confirmation of enrollment from a selected student at a recognized post-secondary institution.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Change the criteria for the Francis J. Smith Memorial Bursary, remove the NSCC bursary, add the Jerry Hallee bursary, correct minor grammatical errors and put the policy into the new policy format	Clerk	Council	

Minutes reference date: ~~28 April 2014~~ 26 May 2014 25 April 2016 27 April 2021

Mayor Small recognized former Mayor Jerry Hallee who was in attendance and congratulated him on having a bursary added to the policy in his honor for his outstanding contributions to Amherst.

- 4.2 CUPE Collective Agreement
Moved By Deputy Mayor Chambers
Seconded By Councillor Wells
That Council approve the collective agreement between the Town of Amherst and CUPE Local 1233 to March 31, 2029, and authorize the Mayor and CAO, or Deputy CAO, to sign the agreement.**

Motion Carried

Ratification Document Town of Amherst and Local 1233

May 20, 2026

ARTICLE 28 TERM OF AGREEMENT

28.01 This Agreement shall be binding and remain in effect from **April 1, 2026** until **March 31, 2029**, and shall continue in effect from year to year unless any Party gives written notice to the other Party of their desire to amend this Agreement or negotiate a new Agreement. Such notice shall be given at least sixty (60) days prior to the expiration date of this Agreement or any renewal thereof.

Wage rate increases only shall be effective as of **April 1, 2026**.

Additional changes effective April 1, 2026:

Article 16 Holidays

- 16.01: Housekeeping updates to correct the names of existing holidays to reflect their current statutory/legislative names:

16.01 All employees shall receive one day's pay for not working on the following:

New Year's Day	Remembrance Day
Queen's Birthday	Dominion Day
Good Friday	Thanksgiving Day
Boxing Day	Labour Day
Christmas Day	Easter Monday
1st Monday in August	Nova Scotia Heritage Day

New Year's Day
Nova Scotia Heritage Day
Good Friday
Easter Monday
Victoria Day
Canada Day
1st Monday in August
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Article 17 Vacations

- 17.01: removing the first instance of article 17.01, which was mistakenly not removed in the last contract renewal, as this no longer accurately reflects the current vacation entitlements that came into effect January 2021.

~~17.01—After one (1) year continuous service—two (2) weeks' vacation with pay.
After three (3) years—three (3) weeks' vacation with pay.
After eleven (11) years—four (4) weeks' vacation with pay.
After eighteen (18) years—five (5) weeks' vacation with pay.
After twenty four (24) years—six (6) weeks' vacation with pay~~

Leaving the second, correct instance of article 17.01 unchanged:

17.01 Effective on date of January 1, 2021, the vacation entitlements in Article shall be amended so that they are as follows:

"A permanent full time employee shall earn:

a. 1 ¼ days per month up to the tenth year of employment calculated from the date the employee commences work in the first year up to the tenth year, to a maximum of 15 working days per year in any subsequent year. However, in the 10th year, the employee will receive the increased vacation allotment of 20 days.

b. From the commencement of the eleventh year up to the fifteenth, 1 2/3 days per month to a maximum of 20 working days per year. However, in the 15th year, the employee will receive the increased vacation allotment of 25 days.

c. From commencement of the sixteenth year up to the twentieth year, 2 1/2 days per month to a maximum of 25 working days per year. However, in the 20th year, the employee will receive the increased vacation allotment of 30 days.

d. For over twenty years, 30 working days per year.

Vacation earned shall not be paid out except in unusual circumstances and only with the approval of the CAO."

Payment shall be made at the rate effective immediately prior to the vacation period.

- Employees off work on LTD or Workers' Compensation shall only be entitled to earn vacation credits during the first year of their absence, to a maximum of one year's entitlement. Employees off work on a personal unpaid leave of absence shall not accumulate vacation credits during such leave.

- Article 17.06: updating article 17.06 with the correct percentages to align with the housekeeping changes to article 17.01:

~~17.06—All vacations will be paid on a percentage of the previous year’s total gross earning less the amount(s) paid under Article 17.01 herein:~~

~~One year ————— Two (2) weeks or ten (10) days, four percent (4%)
 Three years ————— Three (3) weeks or fifteen (15) days, six percent (6%)
 Eleven years ————— Four (4) weeks or twenty (20) days, eight percent (8%)
 Eighteen yrs. ————— Five (5) weeks or twenty five (25) days, ten percent (10%)
 Twenty Four years — Six (6) weeks or thirty (30) days, twelve percent (12%)~~

Replacing with the corrected percentages:

17.06 All vacation will be paid on a percentage of the previous year’s total gross earning less the amount(s) paid under Article 17.01 herein:

**1 to 10 years Three (3) weeks or fifteen (15) days, six percent (6%)
 11 to 15 years Four (4) weeks or twenty (20) days, eight percent (8%)
 16 to 20 years Five (5) weeks or twenty-five (25) days, ten percent (10%)
 20+ years Six (6) weeks or thirty (30) days, twelve percent (12%)**

SCHEDULE “A”
CUPE LOCAL 1233/OPERATIONAL SERVICES DEPARTMENT

<u>Classification</u>	April 1, 2026 4.75%	April 1, 2027 3%	April 1, 2028 2.75%
Sub-Foreman	\$36.98	\$38.09	\$39.13
Electrician*	\$35.18	\$36.23	\$37.23
Mechanic*	\$35.18	\$36.23	\$37.23
Welder/Mechanic	\$35.18	\$36.23	\$37.23
Lead Hand	\$33.79	\$34.81	\$35.76
Lead Hand w/certification*	\$35.18	\$36.23	\$37.23
Operator	\$31.92	\$32.87	\$33.78
Sewer Maintenance	\$31.68	\$32.63	\$33.52
Sewer Maintenance w/certification*	\$33.79	\$34.81	\$35.76
Water Maintenance	\$31.68	\$32.63	\$33.52
Water Maintenance w/certification*	\$33.79	\$34.81	\$35.76
Utility	\$31.68	\$32.63	\$33.52
Labourer	\$30.30	\$31.21	\$32.07

* Where certification is required by the Employer.

SCHEDULE “B”
CUPE LOCAL 1233/RECREATION FACILITIES

<u>Classification</u>	April 1, 2026 4.75%	April 1, 2027 3%	April 1, 2028 2.75%	Comment
Parks & Stadium Supervisor	\$36.98	\$38.09	\$39.13	
Operator with Refrigeration Class II Provincial Certificate	\$33.79	\$34.81	\$35.76	With Provincial Certificate
Parks, Maintenance and Stadium Operator Fully functional with Parks Maintenance and or Stadium Equipment	\$31.92	\$32.87	\$33.78	Fully functional with Parks Maintenance and Stadium Equipment
Stadium Attendant	\$30.30	\$31.21	\$32.07	Works in Stadium
Parks Attendant	\$30.30	\$31.21	\$32.07	Works as Parks Worker
Recreation Maintenance	\$30.30	\$31.21	\$32.07	Works in Maintenance role
Custodian	\$30.30	\$31.21	\$32.07	

Letter of Understanding

Re: Sick Leave Usage and Attendance

Between:

The Employer (the Town of Amherst)

And:

CUPE Local 1233 (the Union)

During negotiations for this Collective Agreement, the parties jointly acknowledged that there has been a historical pattern of excessive sick leave usage by some members of the bargaining unit, which has had, and may continue to have, an impact on municipal operations, service delivery and membership moral.

The parties further acknowledged a shared interest in addressing this issue in a manner that:

- Respects the legitimate use of sick leave,
- Supports employees, and
- Ensures the effective and efficient delivery of municipal services.

Joint Approach

The Employer and the Union agree to work collaboratively to explore reasonable and constructive approaches to sick leave usage and attendance.

This collaborative approach may include, but is not limited to:

- The establishment of a joint management–union committee to review sick leave usage trends and operational impacts; and
- Identifying non-disciplinary and proactive strategies that may assist in improving attendance and supporting employee wellness.

The parties acknowledge that certain aspects of sick leave management may be addressed by the Employer through the exercise of existing management practices, without the need for amendments to the Collective Agreement.

Management Rights

Nothing in this Letter of Understanding shall limit or restrict the Employer's management rights, as set out in the Collective Agreement and applicable legislation.

Should the Employer choose, now or in the future, to exercise its management rights with respect to the management of sick leave usage or attendance—provided such actions are taken reasonably and in accordance with the Collective Agreement and applicable law—such actions shall not be deemed inappropriate, retaliatory, or punitive solely by reason of their enforcement.

No Precedent / No Amendment

This Letter of Understanding:

- Does not amend the sick leave provisions of the Collective Agreement;
- Does not create a precedent for future negotiations; and
- Is entered into without prejudice to the rights of either party under the Collective Agreement or applicable legislation.

Term

This Letter of Understanding shall take effect upon ratification of the Collective Agreement and shall remain in force for the term of the Agreement, unless otherwise mutually agreed in writing by the parties.

Dated this ____ day of **May, 2026**, A.D., at Amherst, Nova Scotia.

.....
Mayor

.....
President

.....
CAO

.....
Treasurer

.....
Witness

.....
Witness

- 4.3 Community Support Grants
Moved By Councillor Ripley
Seconded By Councillor Furlong
That Council deny the Community Support Grant applications from the
Amherst Masonic Society and the Amherst Athletics 13U Baseball.**

Motion Carried

- 4.4 Cumberland Chamber of Commerce Business Member Sponsorship
Moved By Councillor Wells
Seconded By Councillor Davidson
That Council approve sponsorship for a one-year membership with the
Cumberland Chamber of Commerce as part of any business receiving a
Town of Amherst Business Certificate presentation.**

Against (2): Councillor Furlong, and Councillor Ripley

Motion Carried

- 4.5 By-law to Repeal the Property Assessed Clean Energy (PACE) By-law
Second Reading
Moved By Councillor Furlong
Seconded By Councillor McManaman
That Council give Second Reading to a By-law to Repeal the Property
Assessed Clean Energy (PACE) Program By-Law B-8 and repeal the
Property Assessed Clean Energy (PACE) Program Policy.**

Motion Carried

**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.

TOWN OF AMHERST POLICY

NUMBER 66000-04

DEPARTMENT: Planning & Strategic Initiatives
TITLE: Property Assessed Clean Energy (PACE) Program Policy
Minutes reference date: June 24, 2019 Revision date:

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.

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
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

**4.6 By-law to Amend the Companion Animal By-law Second Reading
Moved By Councillor McManaman
Seconded By Councillor Ripley
That Council give Second Reading of the By-law to Amend the Companion Animal By-law C-4.**

Motion Carried

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 1st in any year to March 31st 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."

4.7 Graffiti Bylaw First Reading
Moved By Councillor Davidson
Seconded By Deputy Mayor Chambers
That Council give First Reading of the new Graffiti By-Law.

Motion Carried

TITLE: By-law Regarding Graffiti and Graffiti Removal in the Town of Amherst
SECTION: Protective Services
BYLAW NO: C-14

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

This by-law shall be known as and may be cited as the Graffiti By-Law.

Interpretation

1. In this by-law all words have the usual meaning from dictionaries of the English language except for the following:
 - a. **"Art Mural"** A mural commissioned or approved prior to its creation by a property owner or occupant, where the primary purpose is to aesthetically enhance the surface it covers and the general surroundings;
 - b. **"Graffiti"** means one or more letters, symbols or marks, howsoever made, on any structure or thing but does not include marks made accidentally or any of the following:
 - i. a sign, public notice or traffic control mark authorized by the Town Engineer or Traffic Authority
 - ii. a sign authorized pursuant to an existing Town By-Law, the Nova Scotia Motor Vehicle Act or other applicable laws/statutes;
 - iii. a public notice authorized by a Town by-law or by Provincial or Federal legislation;
 - iv. in the case of real property, a letter, symbol or mark for which the owner or tenant of the real property on which the letter, symbol or mark appears has given prior, written authorization;
 - c. **"Hate-Based Graffiti"** includes drawings or messages that convey political, racial, misogynistic, religious or ethnic slurs;
 - d. **"Occupant"** includes a lessee or person in possession of the property who, under the terms of a lease, is required to repair and maintain the property;
 - e. **"Offensive Graffiti"** includes drawings or messages that are lewd, indecent, obscene or contain profane, vulgar or offensive language;
 - f. **"Owner"** includes the person for the time being managing or receiving the rent for the land, premises, structure, or thing in connection with which the word is used, whether on the person's own account or as agent or trustee of any other person, or who would receive the rent if the land, premises, structure, or thing were let;
 - g. **"Property"** means a building or structure or land or part of a building or structure or land, and includes all vehicles, mobile structures, outbuildings, fences, erections thereon whether heretofore or hereafter erected, and any other things on the property;
 - h. **"Public Place"** means a place to which the public has access, as of right or by invitation, expressed or implied;
 - i. **"Town"** means the Municipality of the Town of Amherst

Enforcement

2. No person shall place graffiti, or cause graffiti to be placed on any structure, vegetation or thing in a street or other public place.
3. No person shall place graffiti, or cause graffiti to be placed on any structure, vegetation or thing on real property adjacent to a street or other public place, including railway tracks.
4. No owner or occupier of real property adjacent to a street or other public place shall permit graffiti to be placed on any structure, vegetation or thing on that real property.
5. The owner or occupant of property shall maintain the property free of graffiti vandalism.
6. Every owner or occupier of real property must remove from that real property any unsightly accumulation of graffiti within 15 days after written notification is received from the Town.
7. Graffiti deemed to be offensive or hate-based must be removed within 24 hours after written notification is received from the Town.
8. If an owner defaults in removing any unsightly accumulation of graffiti in compliance with section 6 & 7 and the notice referred to therein, the Town, by its workers or others, may enter the real property and effect such removal at the cost of the defaulting owner.
9. If an owner defaults in paying to the Town, within 30 days after receipt of demand for payment from the Town, the cost referred to in sections 6 & 7, the Town may recover from the owner, in any court of competent jurisdiction, the cost as a debt due to the Town, or direct that the amount of the cost, after certification by the Director of Finance, be inserted in the real-property tax roll as a charge imposed with respect to the real property in respect of which the Town incurred the cost.

10. Service upon an owner of the notice referred to in sections 6 & 7 or the demand referred to in section 8 will be sufficient if the Town mails the notice by prepaid registered post to the address shown on the current year's real-property assessment roll for the real property on which the graffiti is located. Written notice may also be served in person by a representative of the Town, a By-Law Officer or a Police Officer.
11. Every person who offends against any of the provisions of this by-law, or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this by-law, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this by-law, or who does any act or thing which violates any of the provisions of this by-law, shall be deemed to be guilty of an infraction of this by-law, and shall be liable to penalties hereby imposed.
12. Every person who commits an offence against a provision of this By-law is liable to a fine and penalty of not less than \$250.00 for any offence under this By-law, except for an offence under sections 2, 3, 4 or 5 in respect of which the fine and penalty will be not less than \$500.00, and not more than \$10,000.00 for each offence.
13. 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.
14. If payment is not made in accordance with these procedures, the fine is recoverable under the *Summary Proceedings Act*.

Costs

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

Interpretation

18. This by-law shall be read with all changes in gender and number, as may be appropriate.
19. Any part of this by-law found to be illegal shall be severed from the balance of the by-law.

A Notice Under the
Town of Amherst Graffiti By-Law

In accordance with Sections 6 & 7 of the Town of Amherst Graffiti By-Law, you are hereby notified that *graffiti*, as defined in Section 2 of the By-law has been confirmed on the property located at:

_____, Amherst, Nova Scotia
(Civic Address)

Section 2 defines graffiti as:

One or more letters, symbols or marks, howsoever made, on any structure or thing but does not include marks made accidentally or any of the following:

- a sign, public notice or traffic control mark authorized by the Town Engineer or Traffic Authority*
- a sign authorized pursuant to an existing Town By-Law, the Nova Scotia Motor Vehicle Act or other applicable laws/statutes;*
- a public notice authorized by a town by-law or by Provincial or Federal legislation;*
- in the case of real property, a letter, symbol or mark for which the owner or tenant of the real property on which the letter, symbol or mark appears has given prior, written authorization;*

Owner is defined as

the person for the time being managing or receiving the rent for the land, premises, structure, or thing in connection with which the word is used, whether on the person's own account or as agent or trustee of any other person, or who would receive the rent if the land, premises, structure, or thing were let;

As owner of the aforementioned property, you are hereby notified that under Sections 6 & 7 of the Graffiti By-Law, Graffiti must be removed within 15 days of notice and offensive or hate-based graffiti must be removed within 24 hours of notice.

Failing to remove the accumulation of graffiti as per these sections, the Town, by its workers or others, may enter the real property and effect such removal at the cost of the defaulting owner as per section 8 of the By-Law.

For Administrative Use Only:

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

VERSION LOG

Bylaw Owner	Amendment Description	Council Approval Date
Chief of Police	New By-law	

Minutes reference date:

5. INTERNAL COMMITTEE REPORTS

5.1 Amherst Youth Town Council - Avery Hoeg-Burbine

Information item only.

5.2 Accessibility, Inclusion, Diversity and Equity Committee - Wells

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.

Natalie LeBlanc
Municipal Clerk

Robert Small
Mayor