



Town of Amherst  
Regular Council Meeting  
Agenda

Date: **Monday, June 24, 2024**  
Time: **6:00 pm**  
Location: **Council Chambers, Town Hall**

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	Pages
<b>1. CALL TO ORDER</b>	
<b>2. TERRITORIAL ACKNOWLEDGMENT</b>	
<p>“I would like to acknowledge that our gathering today is taking place in (MEEG-MA-GEE), the traditional, unceded and ancestral territory of the Mi’kmaw people. I would also like to acknowledge that Nova Scotia has another unique people. These are the Indigenous Blacks of Nova Scotia whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people.”</p>	
<b>3. APPROVAL OF AGENDA/ACCEPTANCE OF MINUTES</b>	
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<b>3.2 Acceptance of Minutes</b>	
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5.1	Planning Advisory Committee - Landry	101 - 101
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7.	<b>ADJOURNMENT</b>	

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** May 27, 2024  
**Time:** 6:00 pm  
**Location:** Council Chambers, Town Hall

**Members Present**  
Mayor David Kogon  
Deputy Mayor Dale Fawthrop  
Councillor Charlie Chambers  
Councillor George Baker  
Councillor Hal Davidson  
Councillor Leon Landry (via ZOOM)  
Councillor Lisa Emery

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

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**1. CALL TO ORDER**

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

**2. TERRITORIAL ACKNOWLEDGMENT**

Mayor Kogon gave the Territorial Acknowledgement.

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

**3.1 Approval of the Agenda**

**Moved By Councillor Baker**

**Seconded By Councillor Emery**

**To approve the agenda as circulated.**

**Motion Carried**

**3.2 Acceptance of Minutes**

**3.2.1 April 22, 2024 Council**

The Mayor called for any errors or omissions with the minutes. There being none, the minutes of the April 22, 2024 regular meeting of Council were accepted as included in the agenda package.

**3.2.2 May 15, 2024 Public Hearing**

The Mayor called for any errors or omissions with the minutes. There being none, the minutes of the May 15, 2024 Public Hearing were accepted as included in the agenda package.

**4. REQUESTS FOR DECISION**

**4.1 Community Support Grants**

**Moved By Deputy Mayor Fawthrop**

**Seconded By Councillor Emery**

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

Amherst Little League Baseball Association	\$2,500
Cumberland County Transition House	\$10,000
After the School Bell Food Program	\$ 5,000 – Social Equity
Food Assistance Network	\$10,000 – Social Equity
Maggie's Place – rental fee waived for Seed Saturday	

Society of Saint Vincent de Paul	\$ 3,000 – Social Equity
Autism Nova Scotia Cumberland Chapter	\$ 4,000
Sexual Health Centre for Cumberland	\$ 5,000
LA Animal Shelter	\$ 500
The Great Amherst Scarefest	\$ 2,000
Border Town Biker Bash	\$ 5,000
Cumberland Allstars Cheerleading	\$ 1,000
Amherst Kodokan Judo Academy	stadium rental fee waived
EB Chandler Track & Field	\$ 1,000
Amherst & Area TaeKwon-Do Parents Association	\$ 1,000
Amherst & Area TaeKwon-Do Parents Association	\$ 500
NSCC	\$15,000 – Social Equity
Amherst 50+ Club	\$ 5,000
Opiod Council	\$ 500 – Social Equity
Royal Canadian Legion Branch 10	\$10,000
Amherst Downtown Business Association	\$ 3,000
Cumberland Housing and Homelessness	\$ 5,000 – Social Equity
Creative Pathways (for arts/crafts education)	\$ 3,000
MITACS Funding	\$ 7,500 – Social Equity
LA Animal Shelter	\$50,000

**Motion Carried**

Councillor Emery declared a conflict of interest for the vote on the following item.

**Moved By Deputy Mayor Fawthrop**  
**Seconded By Councillor Baker**  
**That Council approve the following grants under the Community Support Grants Policy:**

Cumberland County Museum	\$ 4,000
Fibre Arts Festival 2024	\$ 2,000

**Motion Carried**

Councillor Davidson declared a conflict of interest for the vote on the following item.

**Moved By Deputy Mayor Fawthrop**  
**Seconded By Councillor Landry**  
**That Council approve the following grant under the Community Support Grants Policy Social Equity Fund:**

CANSA	\$ 4,000 – Social Equity
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**Motion Carried**

Councillor Landry declared a conflict of interest for the vote on the following item.

**Moved By Deputy Mayor Fawthrop**  
**Seconded By Councillor Chambers**  
**That Council approve the following grant under the Community Support Grants Policy:**

Cumberland Acadian Society	\$ 3,000
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**Motion Carried**

Deputy Mayor Fawthrop declared a conflict of interest for the vote on the following item.

**Moved By Councillor Landry**  
**Seconded By Councillor Emery**  
**That Council approve the following grants under the Community Support Grants Policy and Social Equity Reserves as follows:**

We Remember Society	\$ 1,000
In The Works Reserves	\$35,000 – Social Equity

**Motion Carried**

- 4.2 **305 Church Street (Dolan Property) Development Agreement Second Reading Moved By Councillor Chambers**  
**Seconded By Councillor Davidson**  
That Council give Second Reading of the development agreement for a 20-acre portion of 305 Church Street to allow a residential development.

Motion Carried

TOWN OF AMHERST  
**Draft Development Agreement**

Between:

**Shaw Rural Housing Limited.**

And

**Town of Amherst, Nova Scotia**

To permit a master planned development, including residential, and open space uses on lands located along 305 Church Street, Nova Scotia and identified as PID 25038720.

Original agreement approved by Municipal Council on the \_\_\_\_ day of \_\_\_\_\_, 2024.

Signed and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024.

**This Agreement** made this \_\_\_\_ day of \_\_\_\_\_, 2024.

**BETWEEN:**

**THE SHAW RURAL HOUSING LIMITED**, of Halifax, Nova Scotia,

hereinafter called the “**DEVELOPER**,”

**OF THE FIRST PART;**

- and -

**THE TOWN OF AMHERST**, hereinafter called the “**TOWN**”, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having their chief place of business at Amherst Nova, Nova Scotia

**OF THE SECOND PART.**

**WHEREAS** the **DEVELOPER** is the registered owner of certain lands, approximately 123 acres, located at Church Street, , referenced by PID 25038720, a 20.09 acre portion of which is within the Town of Amherst and which said lands are more particularly described in Schedule “A” to this Agreement, hereinafter called the **LANDS**;

**AND WHEREAS** the **DEVELOPER** has requested that the **TOWN** enter into a development agreement to allow for a residential subdivision on the **LANDS** pursuant to the provisions of the *Municipal Government Act*;

**AND WHEREAS** the **LANDS** are located within the zone known as the Highway Commercial Zone and residential developments over four units are only permitted by development agreement;

**AND WHEREAS** the Council of the **TOWN** at its meeting held the \_\_\_\_ day of \_\_\_\_\_, 2024, approved the **DEVELOPER’S** request to enter into a development agreement subject to Policies RP-9, of the Municipal Planning Strategy for the *Town of Amherst* to permit the development of a master planned community including residential and open space uses, hereinafter called the **DEVELOPMENT**, subject to the registered owners of the **LANDS** entering into this agreement;

**AND THEREFORE** in consideration of the covenants, promises and agreements contained herein, the Parties agree as follows:

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### **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

#### **1.1. Applicability of Agreement**

- 1.1.1 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.1.2 If any provision of this agreement is held to be invalid by a decision of a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this agreement.

#### **1.2. Applicability of Land Use Bylaw & Subdivision By-law**

- 1.2.1. All provisions of the underlying Land Use Bylaw(s), as amended, shall not apply to the development of the Lands.
- 1.2.2. The Town Subdivision Bylaw shall apply to this development.

#### **1.3. Variances Permitted**

- 1.3.1. The Development Officer may grant a variance to the requirements of this agreement, as provided for in the *Municipal Government Act* s.235 (1) and 235 (2), and will be considered to be enabled by the Land Use By-law to vary the matters prescribed in the *Municipal Government Act*, including:
- percentage of land that may be built upon;
  - size or other requirements relating to yards;
  - lot frontage or lot area, or both;
  - number of parking spaces required;
  - height of a structure;
  - floor area occupied by a home-based business;
  - height and area of a sign.

#### **1.4. Permit Application Requirements**

1.4.1. Every application for a development permit shall be made in writing on standard forms.

1.4.2. The application for a development permit shall include:

- a) the signature of the registered land owner or their duly authorized agent;
- b) a statement of the proposed use of the land;
- c) a statement of the estimated commencement and completion date of development;
- d) a site plan; and
- e) any other information required by this Development Agreement.

1.4.3. Site plans prepared for a development permit application shall be drawn to an appropriate scale and showing information as required by the Development Officer, such as, but not limited to:

- a) the dimensions of all lots for which development is proposed;
- b) identification of abutting streets and private roads;
- c) identification of rights-of-ways and easements within the subject property;
- d) proposed location, height, and dimensions of any building, structure, or work for which the permit is applied;
- e) location of every building or structure already erected on or partly on the subject property, and the approximate location of every building within 10 metres of the subject property on contiguous lots;
- f) existing and proposed services;
- g) location of existing and proposed solid waste storage areas;
- h) proposed location and dimensions of parking spaces, loading spaces, driveways, and landscaping areas;
- i) north arrow, scale, date of drawing, and identity of drawing author; and
- j) Where necessary to determine conformance with this Development Agreement, the Development Officer may require the applicant to provide additional information at the necessary level of detail and, if necessary, prepared by the appropriate professional.

#### **1.5. Multiple Uses Permitted**

1.5.1. Multiple main uses may locate on the same lot or in the same building. Where any land or building is used for more than one main use all provisions of this agreement relating to each use shall be satisfied.

#### **1.6. Multiple Main Buildings Permitted**

1.6.1. Unless otherwise prohibited in this agreement, any number of main buildings may locate on the same lot, subject to applicable requirements.

#### **1.7. Nova Scotia Building Code Requirements**

1.7.1. Nothing in this agreement shall exempt the Developer from complying with the requirements of the Nova Scotia Building Code.

#### **1.8. Development Permits**

1.8.1. Unless otherwise stated in this agreement, no person shall undertake a development within the Lands without first obtaining a development permit from the Development Officer.

1.8.2. Development permits shall expire within 1 year from the date issued if not commenced.

1.8.3. Notwithstanding Section 1.8.1, no development permit is required for the following:

- a) Home office uses;
- b) Renovations or alterations to a structure that do not result in a change in volume or gross floor area, change in the number of dwelling units, or a change in use of the structure;
- c) Fences less than 1.85 m in height;
- d) Signs less than 0.2 m<sup>2</sup> in area where signs are permitted;
- e) Up to two accessory structures on a lot, each less than 20 m<sup>2</sup> in area and less than 4.5 metres in height; with a maximum total lot coverage of 40%
- f) A change in the grading of land or vegetation;
- g) Public and private utilities located within the street right-of-way;
- h) Temporary greenhouses or other such temporary crop structures.

### **PART 2: DEFINITIONS**

#### **2.1. Words Not Defined under this Agreement**

2.1.1. All words unless otherwise specifically defined herein shall have their customary meaning apply.

#### **2.2. Definitions Specific to this Agreement**

2.2.2. The following words with a specific meaning used in this agreement shall be defined in Schedule G.

**PART 3: GENERAL DESCRIPTION OF LAND USE, SUBDIVISION & DEVELOPMENT PROVISIONS**

**3.1. Schedules**

- 3.1.1. The following Schedules form a legally binding portion of this agreement:
  - Schedule A Legal Description of the Lands – PID 25038720
  - Schedule B Land Use Concept Plan
  - Schedule C Phasing Plan
  - Schedule D Parkland Plan
  - Schedule E Trail & Transportation Plan
  - Schedule F Road Cross-Sections
  - Schedule G Definitions
- 3.1.2. Notwithstanding Section 3.1.1. remaining lands are shown for contextual purposes only. Remaining lands are subject to a future development agreement or by amendment to this agreement.
- 3.1.3. The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally conforms with Schedules B, C, D, and E and the terms of this agreement.
- 3.1.4. Notwithstanding Section 3.1.3, the Development Officer may permit the following variations to information shown on Schedules B, C, D, and E, such as but not limited to:
  - a) the location, addition, or reduction of General Residential areas;
  - b) the location, addition, or reduction of Cluster Residential areas;
  - c) the location or addition of Multiple Residential areas;
  - d) shifting of exact location of the street and transportation network, provided that essential connections are maintained.

**3.2. Site Preparation**

- 3.2.1. A development permit may be issued for temporary construction uses on the Lands in accordance with the **Permitted Land Use Table** (4.1.1 f) and Section 5.8. A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction of the development.
- 3.2.2. The commencement of site preparation, clearing, excavation, blasting activities, stockpiling, or grubbing for each Phase or portion thereof, may take place prior to the approval of any Plan of Subdivision within the Lands.

**3.3. Land Use**

- 3.3.1. The use(s) of the Lands permitted by this Agreement are the following:
  - a) A residential development as enabled by this Agreement and as generally illustrated on the Schedules; and
  - b) Use of the Lands in the development shall be limited to the uses identified in the **Permitted Land Use Table**.
  - c) The maximum number of dwelling units shall not exceed 200 units total, excluding any accessory dwelling units from this calculation.

**PART 4: DETAILED PROVISIONS FOR LAND USE**

**4.1. Land Use Requirements**

- 4.1.1. The use of land is regulated as follows:
  - a) The first row of the **Permitted Land Use Table** lists the Land Use Categories as shown on Schedule B;
  - b) The first column of the **Permitted Land Use Table** lists each use;
  - c) A black dot (●) within the **Permitted Land Use Table** indicates that the use in that row is permitted in the area of that column;
  - d) The absence of a black dot (●) or a white circle containing a number in black text (e.g., ①), indicates that the use in that row is prohibited in the area of that column;
  - e) Where a use is defined in Schedule G, the definition may be deemed to include any similar use, at the discretion of the Development Officer.

f) **PERMITTED LAND USE TABLE**

Use	General Residential Area	Cluster Residential Area	Multiple Residential Area	Parks & Open Spaces Area
Accessory dwelling units	● accessory to single unit dwelling			
Backyard Suite Use	●			
Cluster Housing Uses		●	⑤	

Daycare Facility Use			●	
Home Office Use	●	●	●	
Home-Based Business Use	●	② accessory to single unit dwelling		
Home-Based Daycare Use	●	② accessory to single unit dwelling		
Model suite uses	●	●	●	
Multiple unit dwellings	⑥ up to 4 units		●	
Park Use	●	●	●	●
Residential Facility Use			●	
Secondary Suite Uses	●	② accessory to single unit dwelling		
Semi-detached dwellings	●	③	③	
Single unit dwellings	●	②	②	
Townhouse dwellings	●	④	④	
Temporary Construction Use	●	●	●	●
Temporary Use	●	●	●	●
Utility uses	●	●	●	●

- Use is permitted.
- ② Use is permitted subject to the Single Unit Requirements – see Section 4.2.
- ③ Use is permitted subject to the Semi-Detached Requirements – see Section 4.3.
- ④ Use is permitted subject to the Townhouse Requirements – see Section 4.4
- ⑤ Use is permitted subject to the Cluster Residential Area – see Section 4.5
- ⑥ Use is permitted subject to the Multiple Residential Requirements – See Section 4.6

## 4.2. Single Unit Dwellings

4.2.1. No subdivision approval or development permit shall be granted for any single unit dwelling development except in accordance with the following provisions:

- a) Minimum lot frontage: 9.7 m, or 6.1 m at the outer edge of a curve.
- b) Minimum lot area: 275 m<sup>2</sup>
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 1.2 m
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 16 m
- h) Properties with lot frontage equal to or greater than 15.24 m may contain a backyard suite use. One additional parking space shall be provided for an accessory dwelling unit if provided.
- i) A development permit may be issued to permit multiple main buildings that are single unit dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with resulting lots in compliance with the above minimum provisions.

## 4.3. Semi-Detached Dwellings

4.3.1. No subdivision approval or development permit shall be granted for any semi-detached dwelling development except in accordance with the following provisions:

- a) Minimum lot frontage: 7.8 m per dwelling unit or 6.1 m at the outer edge of a curve.
- b) Minimum lot area: 230 m<sup>2</sup> per dwelling unit
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 1.2 m, or 0 m for a common wall
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 16 m
- h) A development permit may be issued to permit multiple main buildings that are semi-detached dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with resulting lots in compliance with the above minimum provisions.

## 4.4. Townhouse Dwellings

4.4.1. No subdivision approval or development permit shall be granted for any on-street townhouse dwelling development except in accordance with the following provisions:

- a) Minimum lot frontage – interior units: 4.8 m, or 4.1 m at the outer edge of a curve.
- b) Minimum lot frontage – end units: 6.0 m, or 4.1 m at the outer edge of a curve.
- c) Minimum lot area – interior units: 130 m<sup>2</sup> per dwelling unit
- d) Minimum lot area – end units: 180 m<sup>2</sup> per dwelling unit
- e) Minimum front yard: 3 m
- f) Minimum rear yard: 2.4 m
- g) Minimum side yard: 1.2 m, or 0 m for a common wall
- h) Minimum flanking yard: 5 m

- i) Maximum building height: 16 m
- j) Maximum number of attached units: 8 dwelling units
- k) A development permit may be issued to permit multiple main buildings that are townhouse dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with both resulting lots in compliance with the above minimum provisions.

#### 4.5. Cluster Housing

4.5.1. No subdivision approval or development permit shall be granted for any Cluster Housing development except in accordance with the following provisions. This development style is intended to accommodate multiple mains on one lot, therefore, the following subdivision requirements apply to the larger lot and not for individual units:

- a) Minimum lot frontage: 12 m
- b) Minimum lot area: 270 m<sup>2</sup> per unit
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 6 m
- f) Minimum flanking yard: 5 m
- g) Minimum separation between buildings: 3.6 m, or 0 m along a common wall
- h) Maximum building height: 16 m
- i) Walkways 1.2 m wide must connect parking areas to individual units. Walkways may be constructed of crusher dust, asphalt, hard-surface pavers, or concrete.
- j) Where cluster developments abut parkland, a pedestrian connection must exist to provide access to the parkland.

#### 4.6. Multiple Unit Dwellings

4.6.1. No subdivision approval or development permit shall be granted for any multiple unit dwelling development except in accordance with the following provisions:

- a) Minimum lot frontage: 8 m
- b) Minimum lot area: 95m<sup>2</sup> per unit m<sup>2</sup>
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 3.0 m
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 4 habitable storeys (excluding Underground parking, common/ amenity areas, elevator overruns and rooftop amenity areas)
- h) A development permit may be issued to permit multiple main buildings that are multiple unit dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the buildings, with both resulting lots in compliance with the above minimum provisions.

4.6.2. Any multiple unit dwelling development shall conform to the following architectural design requirements:

- a) No multiple unit dwelling development shall have more than 44 units in a building.
- b) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or view obstructing landscaping.
- c) Multiple residential buildings and associated parking shall be screened from adjacent existing or proposed single family dwellings by means of opaque fencing, structural walls or view obstructing landscaping.
- d) Exterior grade shall be no more than 1.0 m below the top of exposed concrete foundation wall facing the street.

4.6.3. Multiple Unit Building containing 20 units or more units shall provide 20 m<sup>2</sup> per unit of amenity space and is subject to the following requirements:

- a) Amenity space may include a combination of balconies, indoor recreation rooms, saunas, sundecks, patios, tennis courts, swimming pools, storage units for residents, as well as any landscaped open area. For further clarity, landscaped open area shall include, but is not limited to grassed yards and walkways.
- b) Where a dwelling unit is provided with a balcony at least 4 m<sup>2</sup> in floor area, the 20 m<sup>2</sup> amenity space requirement shall be waived.
- c) Amenity Space shall not include any parking areas, hallways, foyers, utility rooms, or laundry areas.

#### 4.7. Accessory Dwelling Units

4.7.1. Only one accessory dwelling shall be permitted on a lot, accessory to a single unit dwelling, as either a secondary suite or backyard suite use.

4.7.2. A secondary suite shall be limited to 100 m<sup>2</sup>.

- 4.7.3. No development of a backyard suite use may take place unless the backyard suite use meets the yard requirements of a single unit dwelling.
- 4.7.4. No development permit shall be granted for any backyard suite use except in accordance with the following provisions:
- a) Minimum lot frontage: 15.24 m
  - b) Minimum separation distance from the main building: 2.8 m measured wall-to-wall
  - c) Maximum habitable floor area shall not exceed:
    - i. the floor area of the main building, or
    - ii. 100 m<sup>2</sup>, whichever is less.
- 4.7.5. A Backyard suite may not be located between a single unit dwelling and the front lot line.

**4.8. Accessory Structures**

- 4.8.1. Accessory uses, buildings and structures shall be permitted in any designation within the agreement, but shall not:
- a) be used for human habitation except where permitted as an accessory dwelling unit;
  - b) be built closer than 1.2 m to any lot line except for Balconies & Attached Decks, Fences, and common semi-detached garages which may be centred on the mutual side lot line;
  - c) exceed 12 m in height;
  - d) in the case of accessory buildings, be built within 1.8 m of a main building; and
  - e) be considered an accessory building if attached to the main building through common walls.

**4.9. Home-Based Businesses**

- 4.9.1. Nothing in this By-law shall prevent the use of a portion of any dwelling unit or building accessory to a dwelling unit as personal home office or studio for residents of the dwelling unit provided the personal office or studio is either intended to be visited by a maximum of one person at a time. These are considered home offices, not considered home-based business, and do not need additional parking or a permit.
- 4.9.2. Home-based businesses which employ up to 1 non-resident employee shall have a maximum gross floor area of 33% of the home (excluding home-based day cares which do not have a maximum gross floor)
- 4.9.3. Permitted home-based businesses include:
- a) Office uses
  - b) Craft project workshop
  - c) Day care for 6 or fewer dependants
  - d) Personal service shop
  - e) Pet grooming
- 4.9.4. No outdoor storage or display is permitted for any home-based business.

**4.10. Parkland**

- 4.10.1. Parkland dedication shall be a minimum of 5% of the total of newly subdivided areas, less right of way, and not including remainder lands shall be deeded to the municipality at completion of Phase 1B. This shall be deemed to satisfy the Parkland Requirements of the Subdivision By-law.

**4.11. Parking and Bicycle Parking Requirements and Standards**

- 4.11.1. For every building or structure to be erected or enlarged, off-street parking located within the same lot as the use and having unobstructed access to a public street shall be provided and maintained in conformity with the following **Minimum Parking Supply Requirements Table** following:

**MINIMUM PARKING SUPPLY REQUIREMENTS TABLE**

Type of Building	Minimum Parking Required
Any Permitted Residential Use Not Specified Below:	1 parking space per unit
Residential Facility Use:	0.5 parking spaces per four bedrooms
Home-Based Businesses (excluding Home-Based Daycares):	1 space (in addition to that required for the dwelling)
Home-Based Daycares:	2 spaces (in addition to that required for the dwelling)
Home Office Use:	No requirement
Park and Open Space Uses:	No requirement

- 4.11.2. Accessible parking stalls shall be provided as required by the *Nova Scotia Building Code Regulations*.

- 4.11.3. Individual parking spaces shall have minimum dimensions of 2.4 m x 5.48 m except in the case of accessible parking which shall comply with the requirements of the *Nova Scotia Building Code Regulations*.
- 4.11.4. Parking lots containing more than 6 stalls shall meet the following requirements:
- If the parking area is located between a main building and a street, a marked pedestrian pathway shall be provided between the street and the main entrance of the main building. The pedestrian pathway shall be a minimum 1.2 metres wide;
  - the width of a driveway leading to a parking or loading area, or aisle in a parking area, shall be a minimum width of 3.0 m for one-way traffic and 6.0 m for two-way traffic.
- 4.11.5. For every building or structure to be erected or enlarged, off-street bicycle parking shall be located within the same lot as the use, and shall be provided and maintained in conformity with the following **Minimum Bicycle Parking Supply Requirements Table** following:

**MINIMUM BICYCLE PARKING SUPPLY REQUIREMENTS TABLE**

Type of Building	Minimum Bicycle Parking Required
Multiple Unit Dwellings:	6 bicycle parking spaces per building with more than 20 dwelling units.

- 4.11.6. Required bicycle parking racks shall be one or more of the following types:
- A ground-affixed rack such as a grid bike rack;
  - inverted-U rack; or a
  - post-and-ring rack that is a minimum of 0.90 metres in height;

## **PART 5: General Provisions**

### **5.1. Landscaping**

- 5.1.1. All disturbed areas not used for structures, parking, walkways, shall be landscaped. Such landscaping shall consist, at a minimum, of sod or hydroseed, but may also include decorative grasses, trees, shrubs, flowers, mulch, ponds, decorative pavers, or other similar materials.
- 5.1.2. A minimum of two trees per lot shall be planted within a Cluster Residential use development.
- 5.1.3. Notwithstanding Sections 5.1.1 and 5.1.2, the development officer may grant a occupancy permit without fulfilling landscaping requirements if the Developer provides a financial guarantee, performance bond, or security in the amount equal to the estimated cost of the landscaping. Said financial guarantee, performance bond, or security will be remitted if the work is completed by the developer within a year.

### **5.2. Encroachments**

- 5.2.1. Unless otherwise indicated in a particular zone, every part of any setback required by this By-law shall be open and unobstructed by any structure, with the exception of fences and the structures listed in the **Permitted Encroachments Table** below, which shall be permitted to encroach into or over the specified setback for the distances as specified.

**PERMITTED ENCROACHMENTS TABLE**

Structure	Yard in which encroachment is permitted	Distance of permitted encroachment
Chimneys, fire place bump outs, cantilevers and decorative features	Any	0.6 m
Window bays	Any	1.0 m
Balconies, enclosed or roofed decks, porches, patios, and verandas, steps, stairs	Front & Rear	2.5 m
Carport	Side	Up to 1.0 m from lot line
Fire Escapes	Rear and Side	2.5 m
Barrier Free access ramps	Any	2.5 m

### **5.3. Height Exemptions**

- 5.3.1. Requirements for maximum building height shall not apply to water tanks, flag poles, chimneys, and tree houses.

### **5.4. Corner Lot Sight Triangle**

- 5.4.1. On a corner lot, no fence, sign, hedge, shrub, bush or tree, or any other structure, vehicle, or vegetation shall be erected, placed, or permitted to grow to a height greater than 0.6 metres above grade within the corner lot sight triangle.

### **5.5. Watercourse Buffer**

- 5.5.1. All development shall be prohibited within 15 m from the ordinary high-water mark of all provincially confirmed watercourses.
- 5.5.2. Notwithstanding Section 5.5.1, the following uses are permitted within the watercourse buffer:
- a) utility uses,
  - b) public streets and infrastructure,
  - c) fences,
  - d) park uses, and
  - e) trails.

## **5.6. Ungulates, Fowl and Rabbits**

- 5.6.1. The keeping of ungulates and fowl on the lands is not permitted.

## **5.7. Electric Vehicle Charging**

- 5.7.1. Nothing in this By-law shall prevent the installation of an electric vehicle charging station where the station is for the exclusive domestic use of a dwelling unit, and shall not have to meet any setback requirements.
- 5.7.2. Charging stations for electric vehicles that are not for the exclusive use of a dwelling unit shall be permitted in all areas, and shall not have to meet any setback requirements.

## **5.8. Temporary uses**

- 5.8.1. The Development Officer may issue a development permit in any zone for temporary uses and uses and structures, including temporary construction uses.

## **5.9. Signs**

- 5.9.1. The following signs are permitted in this development and do not require a development permit, if they are not internally illuminated:
- a) Signs showing the civic number of a building provided such signs do not individually exceed 0.2 m<sup>2</sup> in sign area.
  - b) Signs showing the name of a resident or an occupier provided such signs do not individually exceed 0.2 m<sup>2</sup> in sign area.
  - c) "No Trespassing" signs or other signs regulating the use of a lot provided such signs do not individually exceed 0.2 m<sup>2</sup> in sign area, unless otherwise directed by a public authority.
  - d) Real estate signs that advertise the sale, rental or lease of the premises provided such signs do not individually exceed 0.6 m<sup>2</sup> in sign area.
  - e) Signs regulating or denoting on-premises traffic or parking, or other signs denoting the direction or function of various parts of a building or premises, provided that such signs do not individually exceed 0.5 m<sup>2</sup> in sign area.
  - f) Signs incidental to construction and within the area of such construction and erected only during the period of construction, provided such signs do not individually exceed 10 m<sup>2</sup> in sign area.
  - g) Election signs.
- 5.9.2. Signs for a Home-Based business use or Home-Based Daycare use shall be permitted without a development permit subject to the following requirements:
- a) A maximum of one sign is permitted for each street having frontage for the lot;
  - b) Signs shall not be placed on or attached to a roof;
  - c) Each sign shall not exceed 0.61 square metres in area;
  - d) Any free-standing sign shall not exceed a height of 1.2 metres; and
  - e) Signs shall not be internally illuminated.
- 5.9.3. Two free-standing signs shall be permitted on the Lands to denote the community or subdivision name.
- a) The locations of such signs shall require the approval of the Development Officer and Development Engineer and be located on private property outside of the street-right-of-way.
  - b) The maximum height of any such sign inclusive of support structures shall not exceed 4.6 m and the face area of any sign shall not exceed 5.5 m<sup>2</sup>.
  - c) All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry.
- 5.9.4. All other signs are prohibited.

## **PART 6: SUBDIVISION OF THE LANDS**

- 6.1.1. Subdivision applications shall be submitted to, and approved by the Development Officer in accordance with the following terms and conditions:
- a) Phasing of Subdivision shall generally conform with Schedule C.
  - b) Final subdivision approval for a phase shall not be granted until final approval has been granted for the previous phase or as enabled by this agreement;
  - c) The Development Officer may grant final subdivision approval for partial phases of the development;

- d) Notwithstanding 6.1.1 b) and 6.1.1 c), the development officer may grant final subdivision approval for a phase prior to granting final approval for the previous phase if the Town Engineer deems it acceptable.
- e) Notwithstanding 6.1.1 a) and 6.1.1 b) the Development Officer, in consultation with the Development Engineer and other jurisdictions having authority where required, may authorize variations to the order of phasing, and allow development of concurrent or partial phases.

**PART 7: STREETS AND MUNICIPAL SERVICES**

**7.1. General Provisions**

- 7.1.1. The design and construction of Municipal roads and service systems shall meet the requirements established with the Infrastructure Development Standards of the Town except as varied by this agreement.
- 7.1.2. No more than 300 dwelling units shall be serviced by a single public road access.

**7.2. Off-Site Disturbance**

- 7.2.1. Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Town Engineer.

**7.3. Streets**

- 7.3.1. Streets, sidewalks, walkways and trails shall generally conform to the locations and alignments illustrated on Schedule E and be built in accordance with the road cross-sections within Schedule F unless otherwise approved by the Town Engineer.
- 7.3.2. The Developer shall be permitted to vary the Municipal Requirements to enable development of rights-of-way based on the cross-sections shown in Schedule F. The Town Engineer may permit variation of both the Municipal Requirements and cross-sections shown in Schedule F of this agreement.
- 7.3.3. Unless otherwise agreed to by the Developer and Development Officer in consultation with the Town Engineer, the developer shall be responsible for installing sewer and water lines, and base asphalt of the noted width at their expense; and the Town shall be responsible to install curb, sidewalks, multi-use path, top lift asphalt, street/traffic signs at their expense.
- 7.3.4. Provided that the Town Engineer and the Development Officer agree, the developer may construct and install curb, sidewalks, multi-use path, and top lift asphalt, and be reimbursed by the Town for the cost of construction.
- 7.3.5. Further to section 7.3.3, the road design may be revised to implement a ditched drainage system in lieu of curb and gutter provided that pedestrian connectivity is maintained, and the Developer, Town Engineer, and Development Officer agree.
- 7.3.6. Where any private driveway is proposed to service more than one building, a note shall be placed on the subdivision plan indicating that the Town does not own or maintain the private driveway.

**7.4. Utilities**

- 7.4.1. Utility uses are permitted in all areas, including municipal water, wastewater and stormwater systems, linear utility infrastructure such as, but not limited to, electric transmission lines or gas pipelines.
- 7.4.2. Uses and structures immediately related to the operation of adjacent utility infrastructure shall be permitted as accessory uses. Such accessory uses may include, but are not limited to, electric transformers, pumps and lift stations, control centres, and maintenance sheds for on-site maintenance.
- 7.4.3. There are no minimum lot frontage, area or setback requirements for any utility use permitted by this Section.
- 7.4.4. Stormwater infrastructure located on private property shall be owned and maintained by the property owner.
- 7.4.5. No subdivision approvals shall be granted for any phase of the Development unless:
  - a) the Town Engineer is satisfied that existing Municipal service systems have sufficient capacity; or
  - b) the Developer has entered into an agreement with the Town for construction of the necessary upgrades.

**PART 8: AMENDMENTS**

**8.1. Non-Substantive Amendments**

- 8.1.1. Any non-substantive amendment to either the terms of this agreement or to any Schedules shall be reviewed and a decision made by the Development Officer.
- 8.1.2. The following items are considered by all parties to be non-substantive:

- a) Amendments to Section 3.3.1 c) to permit a change in the maximum number of overall dwelling units, provided that there is servicing capacity, and does not exceed 110% of dwelling unit maximum per Section 3.3.1 c).
- b) Amendments related to the definitions in Schedule G, and associated amendments to enable any added uses to the Permitted Land Use Table.

**8.2. Substantive Amendments**

- 8.2.1. Any substantive amendment to either the terms of this agreement or to any Schedules shall be subject to the amendment procedures set out in the Municipal Government Act.
- 8.2.2. Amendments to any matters not identified under Section 8.1 shall be deemed substantive.

**8.3. Future Amendments**

- 8.3.1. Further to Section 8.1, Section 8.2 and Section 8.3, where amendments apply to a single or limited number of parcels, the owners of the applicable parcels shall be signatories to the amending agreement, where all parcels are subject to the amendments, all land owners shall be signatories.

**PART 9: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

**9.1. Registration**

- 9.1.1. A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office and the Developer shall incur all costs in recording such documents.

**9.2. Subsequent Owners**

- 9.2.1. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees, and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 9.2.2. Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

**PART 10: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

**10.1. Enforcement**

- 10.1.1. The Developer agrees that any officer appointed by the Town to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Town to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

**10.2. Failure to Comply**

- 10.2.1. If the Developer fails to observe or perform any conditions of this Agreement after the Town has given the Developer 90 days written notice of the failure or default, then in each such case:
  - a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
  - b) The Town may enter onto the Lands and perform any of the covenants contained in this agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Municipal Government Act;
  - c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Land Use Bylaw;
  - d) In addition to the above remedies, the Town reserves the right to pursue any other remedy under the Municipal Government Act or Common Law in order to ensure compliance with this agreement.

**IN WITNESS WHEREOF** the parties hereto for themselves, their successors and assigns have hereunto set their hands and seals as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

In the presence of

**THE TOWN OF AMHERST**

\_\_\_\_\_  
David Kogon MD, Mayor

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

**FOR THE DEVELOPER**

\_\_\_\_\_  
Dean Robertson

\_\_\_\_\_  
Glenn Hardie

**SCHEDULE A – Land Description**

**Parcel Description – PID 25038720**

ALL AND SINGULAR THAT CERTAIN LOT of land situate on the south side of Church Street/Highway No. 204 in the Town of Amherst and Brookdale in Cumberland County, Province of Nova Scotia and being shown as Lot 2 on an Instrument of Subdivision of lands of Geralda Dolan creating Lot 1 and Lot 2 dated the 10th day of October, A.D., 2006 and being more fully described as follows:

BEGINNING at a point on the southerly boundary of Highway No. 204 at the northerly corner of Linda Estabrooks;

THENCE South 44 deg. 58.3 min. West a distance of 51.313 metres, as shown on plan recorded in the Cumberland County Land Registry as P-1638, along lands of Linda Estabrooks to a corner of lands of Ralph Gallant;

THENCE South 45 deg. 28.0 min. West a distance of 190.543 metres, as shown on above noted plan, along lands of Ralph Gallant to a corner;

THENCE South 33 deg. 45.0 min. East a distance of 111.048 metres, as shown on above noted plan, along lands of Ralph Gallant to a corner of lands of Douglas Farrow, Joan Farrow and Terrilynn Farrow;

THENCE South 44 deg. 37.8 min. West a distance of 790.953 metres, as shown on above noted plan, along lands of Douglas Farrow, Joan Farrow and Terrilynn Farrow to a point on the northeasterly boundary of lands of Roger B. McInnis;

THENCE North 43 deg. 03.1 min. West a distance of 554.273 metres, as shown on above noted plan, along lands of Roger B. McInnis to a corner on other lands of Roger B. McInnis;

THENCE North 45 deg. 17.6 min. East a distance of 930.820 metres, as shown on above noted plan, along lands of Roger B. McInnis to a point on the southerly boundary of Church Street/Highway No. 204;

THENCE Southeasterly approximately 220 metres following the various courses of the southerly boundary of Church Street/Highway No. 204 to the Municipal Boundary between the Town of Amherst and the County of Cumberland said point also being the northerly corner of Lot 1 on said Instrument of Subdivision;

THENCE Southwesterly approximately 204 metres along the Municipal boundary between the Town of Amherst and the County of Cumberland, also being the northwesterly boundary of Lot 1, to the westerly corner of Lot 1;

THENCE Southeasterly approximately 79.7 metres along the southwesterly boundary of Lot 1 to the southerly corner of Lot 1;

THENCE Northeasterly approximately 220 metres along the southeasterly boundary of Lot 1 to a point on the southerly boundary of Highway No. 204;

THENCE Southeasterly approximately 149 metres following southerly boundary of Highway No. 204 to the place of beginning.

SAID described lot to contain approximately 50 hectares.

BEING AND INTENDED to be a portion of lands devised to Geralda Dolan by document No. 82291023 recorded in the Cumberland County Land Registry and also being a portion of those lands described in a deed recorded in the Cumberland County Land Registry in book 430 at Page 310;

## Parcel Description – PID 25038720

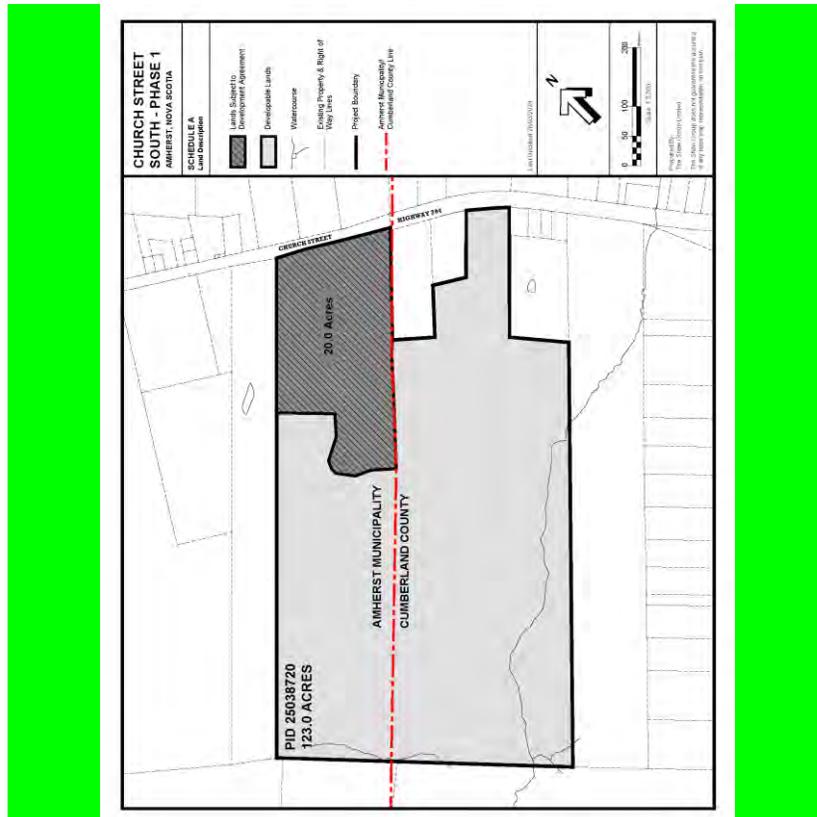
Saving and excepting Lot 16-1 as shown in Registered Plan No. 109145202 recorded in the Land Registration Office for Cumberland County.

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act  
 Registration District: CUMBERLAND COUNTY  
 Registration Year: 2016  
 Plan or Document Number: 109145202

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan



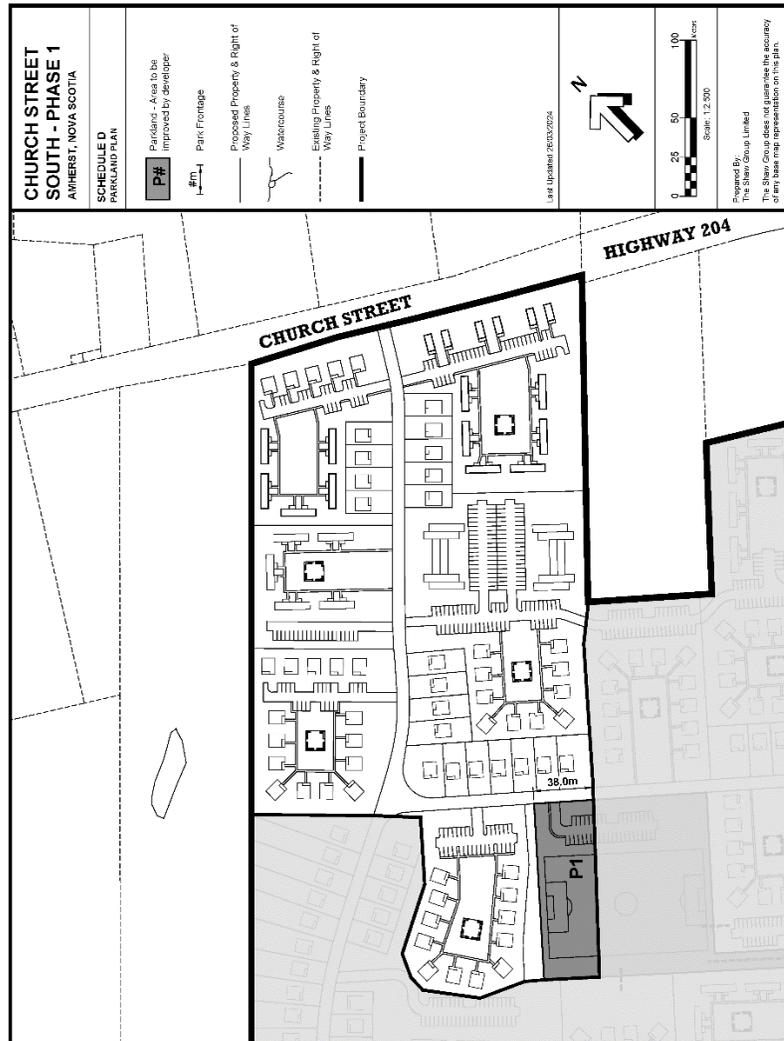
## SCHEDULE B – Land Use Concept Plan



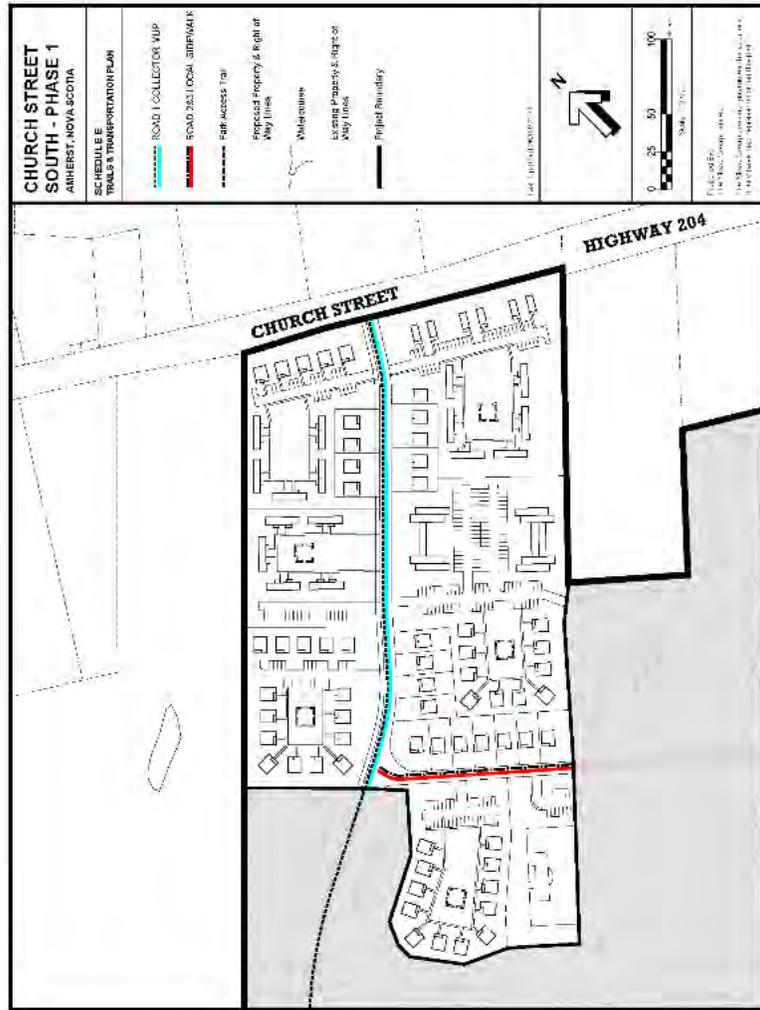
## SCHEDULE C – Phasing Plan



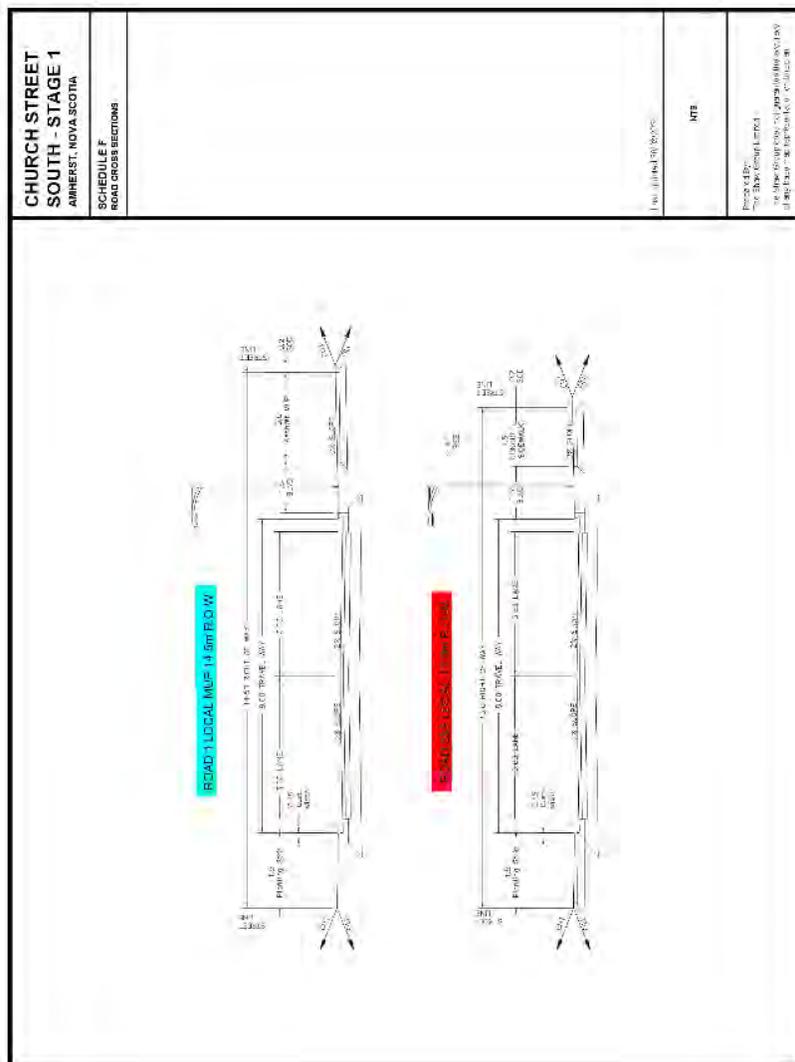
## SCHEDULE D – Parkland Plan



## SCHEDULE E – Trails & Transportation Plan



## SCHEDULE F – Road Cross Sections



## SCHEDULE G - DEFINITIONS

<b>Accessory dwelling units</b>	Accessory dwelling units means either a secondary suite use or a backyard suite use.
<b>Accessory Use</b>	Accessory Use means a use that is subordinate, incidental, and devoted to a main use on a lot.
<b>Average Finished Grade</b>	Average Finished Grade means the elevation of the finished ground abutting a structure, averaged around the perimeter of the structure.
<b>Backyard Suite Use</b>	Backyard Suite Use means a dwelling unit that is: (a) located within an accessory structure; (b) located on its own footing or foundation; and (c) not attached to a main building.
<b>Balconies &amp; Attached Decks</b>	Balconies & Attached Decks means an unroofed elevated platform projecting from the wall of a building that may be semi-enclosed by a railing or a parapet, but where the structure remains open to the outside elements.
<b>Building</b>	Building means every continuous enclosed area with exterior walls on a lot that: (a) is built, erected, and framed of a combination of materials; (b) is either portable or fixed; (c) has a roof; (d) forms a structure for the shelter of persons, animals, or property; and (e) is located, in whole or in part, above or below grade.
<b>Cluster Housing Use</b>	Cluster Housing Use means a use where one or more clusters of units with separate pedestrian entrances are on the same lot. Units within a cluster housing use may be attached. Accessory facilities such as amenity areas, parking and driveways may be part of this use. For clarity, a cluster housing use include but is not limited to detached, semi-detached and townhouse dwelling units.
<b>Corner Lot Sight Triangle</b>	Corner Lot Sight Triangle means the area of a corner lot that is enclosed by a triangle, the apex of which is the intersection of the flanking lot line and the front lot line, two sides of which triangle are 6 metres in length measured from said point of intersection along the said lines and the base of which triangle is formed by a straight line joining the said exterior lot lines at the said points 6 metres from the intersection.
<b>Daycare Use</b>	Daycare Use means premises in which supervision is provided for individuals during the day. This definition excludes a school use or a hospital use.
<b>Daycare, Home-Based Use</b>	Home-Based Daycare Use means a family home daycare facility located in any portion of an existing residential dwelling without overnight accommodation and shall be in compliance with the Provincial regulations for the maximum number of children permitted in a home-based daycare.
<b>Development</b>	Development means the erection, construction, alteration, placement, location, replacement, or relocation of, or addition to, a structure and a change or alteration in the use made of land or structures.
<b>Development Officer</b>	Development Officer means a person or persons appointed by Council to administer land use matters, including this development agreement.
<b>Dwelling or Dwelling Unit</b>	Dwelling or Dwelling Unit means living quarters that: (a) are accessible from a private entrance, either outside the building or in a common area within the building;

- (b) are occupied or, if unoccupied, are reasonably fit for occupancy;
- (c) contain kitchen facilities within the unit; and
- (d) have toilet facilities that are not shared with the occupants of other dwelling units.

<b>Exterior Grade</b>	The elevation at which the finished grade of the ground where it meets the exterior of the front of a building or structure.
<b>Floor Area</b>	Floor Area means the horizontal area of all floors of a building or a parking structure, measured from the interior faces of any exterior wall or fire wall, but excludes the following: <ul style="list-style-type: none"> <li>(a) unenclosed space outside any exterior walls or located on a rooftop, such as balconies, decks, and patios;</li> <li>(b) elevator shafts;</li> <li>(c) rooftop greenhouses; and</li> <li>(d) any space open to a floor below; and</li> <li>(e) interior staircases.</li> </ul>
<b>Ground Floor Commercial Use</b>	Ground Floor Commercial Use means a permitted commercial use occupying a portion or the entirety of the first storey above grade in a building.
<b>Habitable Storey</b>	Habitable Storey means that portion of a building between any floor and the floor or ceiling or roof next above containing bedrooms or dwelling units.
<b>Height</b>	Height means the vertical distance between a structure's average finished grade and the structure's highest point.
<b>Home-Based Business Use</b>	Home-based business use means the use of a portion of a dwelling unit or an accessory structure for gainful employment, but excludes a short-term rental use except as permitted, a Home-Based Daycare use, or a home office use.
<b>Home Office Use</b>	Home Office Use means an office-related activity operated within a dwelling unit that does not regularly require direct in-person contact with clients on the premises, but excludes a home-based business use.
<b>Lot Frontage</b>	Lot Frontage means the distance between the side lot lines of a lot measured along the street, highway or private road.
<b>Lot Line, Flanking</b>	Flanking Lot Line means a side lot line that abuts the street or private road on a corner lot.
<b>Lot Line, Front</b>	Front Lot Line means the line dividing the lot from the street or private road. In the case of a corner lot or a lot with more than one line abutting a single street or private road the shorter boundary line abutting the street private road shall be deemed the front lot line. In the case of a through lot the longer boundary dividing the lot from the street or private road shall be deemed to be the front lot line.
<b>Lot Line, Rear</b>	Rear Lot Line means the lot line furthest from or opposite to the front lot line.
<b>Lot Line, Side</b>	Side Lot Line means a lot line other than a front, flanking, or rear lot line.
<b>Main Building</b>	Main Building means a building that contains a primary use on a lot.
<b>Medical Clinic Use</b>	Medical Clinic Use means premises used for the medical examination and treatment of patients on an outpatient basis,

for purposes such as family medicine, primary health care, walk-in clinic, dentistry, optometry, podiatry, nutritional counselling, psychiatry, psychological counselling, crisis intervention, physiotherapy, chiropractic, osteopathy, harm reduction, massage therapy, and other similar uses.

<b>Model suite uses</b>	Model Suite Use means premises used to display a sample dwelling unit that is available for sale or rental in a residential development, and may incorporate sales or rental offices.
<b>Multiple unit dwellings</b>	a building consisting of 4 or more dwelling units which shall not include townhouses.
<b>Office Use</b>	Office Use means premises in which a person transacts the affairs of a business, profession, service, industry, or government, excluding a home office use.
<b>Outdoor Storage and Display</b>	Outdoor Storage and Display means either: a) storage exterior to a building of items such as merchandise, goods, inventory materials, or equipment and where such items are not intended for immediate sale; but does not include items ancillary to a residential use, such as, but not limited to, firewood for on-site consumption; or b) the display of retail goods or materials intended for the immediate sale to the general public where such goods are not enclosed within a building.
<b>Park Use</b>	Park Use means land that is primarily used for outdoor recreational purposes, either active or passive or green space conservation. A park use may include land and buildings for uses that are accessory to the park use or uses associated with government or not-for-profit organizations.
<b>Personal Service Use</b>	Personal Service Use means services for the needs of individuals or pets, such as grooming and haircutting, tailoring and shoe repair, tattooing, tutoring, depots for collecting dry cleaning and laundry, laundromats, warming and cooling centres, food banks, soup kitchens, drop-in centres, funeral homes, and the retail sale of products accessory to any service provided. For further clarity, a personal service use does not include veterinary facility uses, kennel uses, pet daycare uses, and crematorium uses.
<b>Residential Facility Use</b>	Residential Facility Use means a building or part of a building operated as one integrated facility in which accommodation is provided to individuals and that includes additional care and services for residents, such as, but not limited to, medical care, supervisory or personal care, and counselling, but shall not include a facility that is licensed by or under contract to Corrections Canada or Nova Scotia Corrections, or successor bodies. Examples include special care facilities such as nursing homes and group homes.
<b>Retail Store Use</b>	Retail Store Use means a building or part of a building in which goods, wares, merchandise, substances, articles, or things are offered or kept for sale directly to the public at retail, but does not include automotive sales, boat and marine sales, or heavy equipment sales.
<b>Secondary suites</b>	Secondary Suite Use means a self-contained subordinate dwelling unit contained within a main dwelling unit.
<b>Short-term Rental</b>	A dwelling unit, or part thereof, that is used mainly for the reception of the travelling or vacationing public and is provided as temporary accommodation for compensation.

<b>Semi-detached dwellings</b>	Semi-Detached Dwelling Use means two dwelling units, where each is located on an individual lot, but joined along a single lot line. For further clarity, a semi-detached dwelling use shall include a mobile dwelling, or modular dwelling
<b>Setback</b>	Setback means a required distance to a specified lot line or a transportation reserve boundary from an exterior wall of a building or a use at, above, or below grade.
<b>Sign</b>	Sign means any structure designed or intended to convey information using words, images, symbols, pictures, logos, or any combination thereof, for the purpose of providing direction, information, identification, advertisement, business promotion, or the promotion of a product, activity, service, or idea. For further clarity, country flags, decorations or festival signage are not considered a sign.
<b>Single unit dwelling use</b>	Single unit dwelling use means a detached building containing one dwelling unit. For further clarity, a single-unit dwelling use shall include a mobile dwelling, or modular dwelling.
<b>Street</b>	Street means a public street, highway, road, lane, sidewalk, thoroughfare, bridge and square, and the curbs, gutters, culverts, and retaining walls in connection therewith.
<b>Structure</b>	Structure means anything that is erected, built, or constructed of parts joined together or any such erection fixed to or supported by the soil or by any other structure. A structure shall include buildings, walls, wharves, seawalls, attached decks, signs, and fences.
<b>Temporary Construction Use</b>	<p>Temporary Construction Use means a use, which in the opinion of the Development Officer, is of limited duration and accessory to a development in progress, such as:</p> <ul style="list-style-type: none"> <li>(a) work camps;</li> <li>(b) construction camps;</li> <li>(c) rock crushers;</li> <li>(d) sales or rental offices;</li> <li>(e) on-site construction management offices;</li> <li>(f) tool or maintenance sheds; and</li> <li>(g) shipping containers that serve as one of the foregoing.</li> </ul>
<b>Temporary Use</b>	<p>Temporary Use means a use that is 90 cumulative days or less in duration within any one calendar year and is:</p> <ul style="list-style-type: none"> <li>(a) associated with a holiday or special event, or</li> <li>(b) accessory to a permitted main use; and</li> <li>(c) excludes a temporary construction use.</li> </ul>
<b>Townhouses</b>	Townhouse means a building that is divided vertically into three or more dwelling units, where each unit is located on a separate lot, and each unit has an independent pedestrian entrance. For further clarity, a townhouse shall include a mobile dwelling, or modular dwelling.
<b>Watercourse</b>	means the bed and shore of a natural river, stream, lake, creek, pond, marsh, estuary or salt-water body that contains water for at least part of each year.

**Utility uses**

Utility Use means structures, equipment, or materials used to store or convey stormwater, or any structures, equipment, or materials used by a corporation, municipality, or other entity authorized to install and maintain energy, gas, water, or communication systems for public use.

**Yard**

Yard means an open area at ground level that is uncovered by any main building, except where an encroachment is permitted.

**Yard, Flanking**

Flanking Yard means a side yard which abuts a street on a corner lot.

**Yard, Front**

Front Yard means a yard that extends across the full width of a lot between the front lot line and the nearest main wall of any building or structure on the lot.

**Yard, Rear**

Rear Yard means a yard that extends across the full width of lot between the rear lot line and the nearest main wall of any main building on the lot.

**Yard, Required**

Required Yard means the area between a front, side, rear, or flanking lot line and a line parallel to the respective lot line set back a distance equal to the applicable yard setback.

**Yard, Side**

Side Yard means a yard extending between the front yard and the rear yard and between a side lot line and the nearest main wall of any main building on the lot.

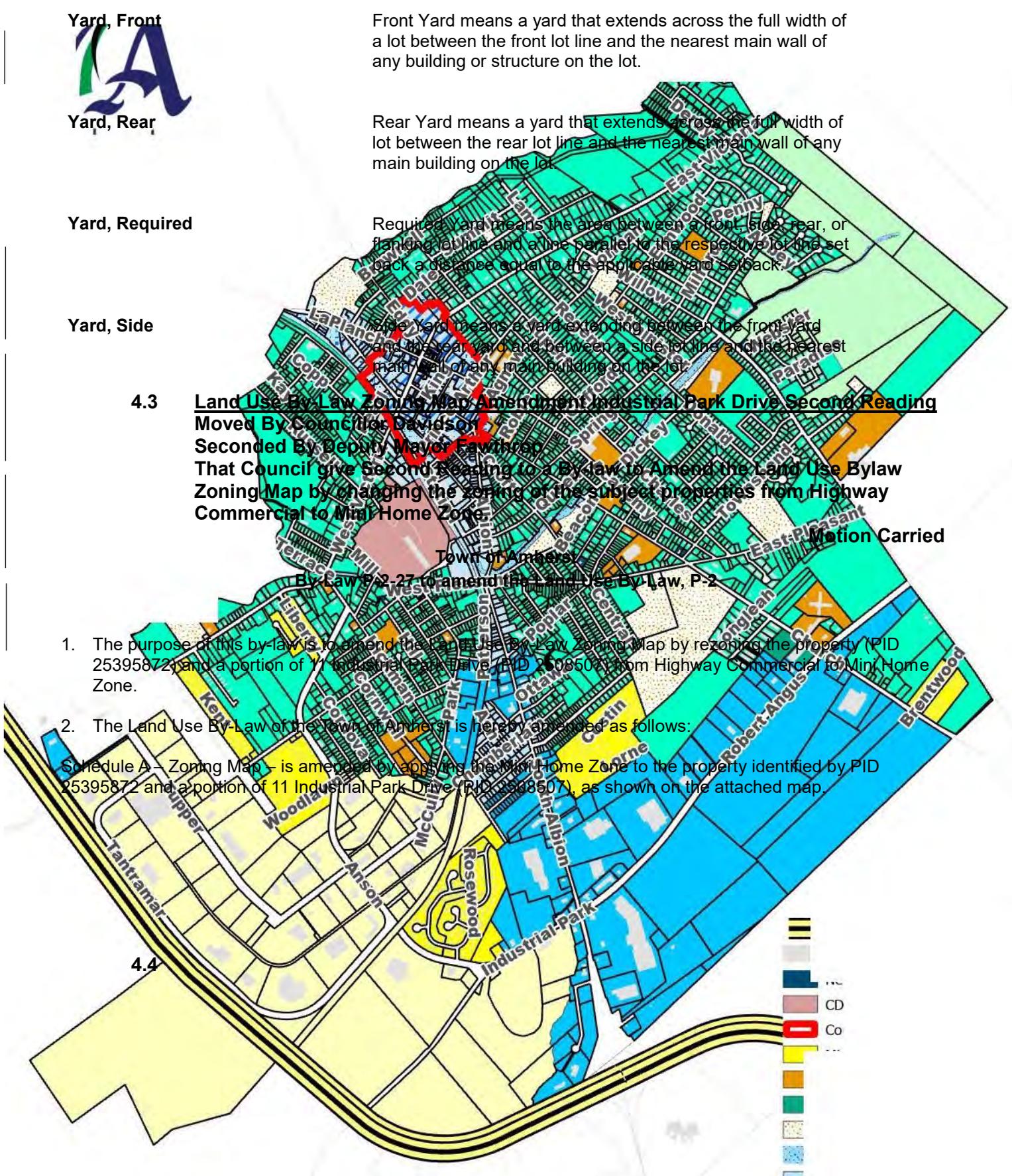
**4.3 Land Use By-Law Zoning Map Amendment Industrial Park Drive Second Reading Moved By Councilor Davidson Seconded By Deputy Mayor Fawcett That Council give Second Reading to a By-law to Amend the Land Use Bylaw Zoning Map by changing the zoning of the subject properties from Highway Commercial to Mini Home Zone.**

**Town of Amherst  
By-Law P-2-27 to amend the Land Use By-Law, P-2**

1. The purpose of this by-law is to amend the Land Use By-Law Zoning Map by rezoning the property (PID 25395872) and a portion of 11 Industrial Park Drive (PID 2508507) from Highway Commercial to Mini Home Zone.
2. The Land Use By-Law of the Town of Amherst is hereby amended as follows:

Schedule A – Zoning Map – is amended by applying the Mini Home Zone to the property identified by PID 25395872 and a portion of 11 Industrial Park Drive (PID 2508507), as shown on the attached map.

**4.4**



**4.4 Nova Scotia Nature Agreement  
Moved By Councillor Emery  
Seconded By Councillor Baker  
That Council approve the “*Nova Scotia Nature Agreement*” to continue the  
Town’s participation in the Canada Nature fund for two more years, and authorize  
the Mayor and CAO to execute the agreement.**

**Motion Carried**

**FUNDING AGREEMENT  
Nova Scotia Nature Agreement**

This Agreement is made as of the \_\_\_\_ day of May 2024

**BETWEEN**

**His Majesty the King in Right of the Province of Nova Scotia** as represented by the Minister of Environment and Climate Change  
(Hereinafter referred to as “Nova Scotia Environment and Climate Change” or “NSECC”)

**AND**

**Town of Amherst**, a body corporate with its registered office at 98 East Victoria Street in the County of Cumberland, Province of Nova Scotia  
(Hereinafter referred to as “the Recipient”)

WHEREAS by Agreement made the 14th day of March, 2024 (hereinafter called the “Contribution Agreement”), Environment and Climate Change Canada (hereinafter called “ECCC”) agreed to provide funding to Nova Scotia Environment and Climate Change under the Canada Nature Fund, to increase the amount of protected and conserved areas, and advance an integrated approach to the protection, conservation and recovery of biodiversity, including habitat, species at risk and migratory birds, in the Province;

AND WHEREAS the Contribution Agreement provides that Nova Scotia Environment and Climate Change may disburse funds received under the Contribution Agreement to Final Recipients who are eligible and have capacity to carry out the activities, projects and initiatives in accordance with the Contribution Agreement;

AND WHEREAS the Recipient meets the eligibility requirements within the Contribution Agreement for recognition as a Final Recipient who is eligible to receive funding in accordance with the purposes and expected results of the Contribution Agreement.

AND WHEREAS the purpose of this Funding Agreement is to enable NSECC to provide funds to the Recipient and enables the Recipient to contribute towards the achievement of the purposes and expected results of the Agreement which aligns with the expected results and purposes of the Contribution Agreement;

AND WHEREAS the Recipient has requested that Nova Scotia Environment and Climate Change contribute funding in accordance with the Contribution Agreement for the project and activities detailed in the Detailed Project Description attached hereto as Appendix B (hereinafter referred to as “the Project”);

**NOW THEREFORE**, in consideration of the covenants and agreements, the Recipient covenants and agrees with Nova Scotia Environment and Climate Change as follows:

## **1.0 Contribution of Funds**

- 1.1. This Agreement will take effect on the date that both parties have signed the Agreement and, subject to its terms will remain in effect until March 31, 2026.
- 1.2. NSECC’s obligation to pay money to the Recipient for eligible expenditures under this Agreement is subject to an appropriation being available in the fiscal year of the Province during which payment becomes due and the successful recovery of those funds from ECCC in accordance with the Contribution Agreement. Method of payment shall be as stated in Appendix “A” to this Agreement.
- 1.3. Subject to Articles 1.2, 1.11, 1.12, 3.1 and 5.1, NSECC agrees to provide funding during the term of this Agreement to cover the Recipient’s eligible expenditures for the Project as detailed in Appendix “C”. The maximum amounts available in each of the two following Fiscal Periods are as follows:
  - For the Fiscal Period April 1, 2024-March 31, 2025: \$275,000
  - For the Fiscal Period April 1, 2025-March 31, 2026: \$275,000.The total cash and in-kind contributions secured or provided by the Recipient are \$40,000 as detailed in Appendix “C”.
- 1.4. The Recipient is eligible to receive payments for the funds stated in Article 1.3 in advance of incurring eligible expenditures and/or in advance of being able to provide an accounting to NSECC of the final type and amount of eligible expenditure incurred. To be eligible for an advance payment, the Recipient shall demonstrate the need for the requested advance payment by attaching the required supporting documents and information outlined in the prescribed form provided in Appendix D. If, at any time during the life of the Project, the Recipient determines that an advance is not needed, or cannot sufficiently demonstrate the need for an advance payment, then the Recipient shall be reimbursed for the eligible expenditures incurred. Requests for payment may be submitted at any time during the Fiscal Period, but typically not more frequently than four times per Fiscal Period. The Recipient shall submit to NSECC requests for payment using the prescribed form provided in Appendix D or an alternative format as provided or pre-approved by NSECC.
- 1.5. A requested payment shall not result in total payments for the Fiscal Period exceeding the total funds available for the Fiscal Period as set out in Article 1.3. The Recipient may request a new advance without accounting for the use of any previous advance(s) as long as the unaccounted advance balances do not exceed fifty percent of the funds available for that Fiscal Period. NSECC must respect the requirement to withhold the final payment, per Article 1.7, and may be required to reduce any advance requests in the final Fiscal Period of the project accordingly. NSECC may further limit the maximum unaccounted advance balances. NSECC shall communicate any such restrictions to the Recipient and amend this Agreement accordingly.
- 1.6. Should the Recipient request an advance that would otherwise cause the maximum unaccounted advance balance stated in Article 1.5 to be exceeded, then the Recipient shall either:
  - reduce the amount of advance requested, to remain within the maximum unaccounted advance balance; or
  - account for some or all of any previous advance(s) when requesting the new advance, such that the cumulative advance unaccounted for by the Recipient does not exceed the maximum unaccounted advance balance.
- 1.7. The Recipient shall account for the use of some or all of any previous advance(s) by completing the prescribed form provided in Appendix D. During the final Fiscal Period, NSECC shall withhold a minimum of ten percent of the funds allocated to the final Fiscal Period. NSECC shall issue the final payment to reimburse the unpaid balance of eligible expenditures upon receipt and acceptance by NSECC of the final report(s) required by Article 3.3. The Recipient shall submit the request for final payment with the final report(s) required by Article 3.3.
- 1.8. The Recipient shall not commit or purport to commit NSECC to pay any money except as authorized by this Agreement.
- 1.9. The total cost of the eligible expenditures for funding for the Project is annexed as Appendix “C” which forms part of this Funding Agreement.
- 1.10. Any additional funding required by the Recipient to carry out the Project in excess of NSECC’s total contribution amount identified in Articles 1.3, is the sole responsibility of the Recipient.
- 1.11. For the purpose of achieving the objectives of the Contribution Agreement and for the responsible administration of this Funding Agreement, NSECC may, in consultation with the Recipient, in any year of the Project, suspend or reduce Project funding with respect to all or any part or parts of the Project by giving notice to the Recipient, and may, with the written consent of the Recipient, increase funding with respect to all or any part or parts of the Project.
- 1.12. Whereas NSECC and the Recipient enter into this Agreement recognizing that the Recipient has begun the Project and incurred related costs, NSECC may, pursuant to the terms and conditions of this Agreement, reimburse the Recipient for Eligible Expenditures incurred as of April 1, 2024.

## **2.0 Obligations of the Recipient**

- 2.1. The Detailed Project Description and Itemized Budget Breakdown of Eligible Expenditures shall form part of this Funding Agreement and are annexed as Appendix “B” and Appendix “C” respectively. The Recipient shall not alter the scope of work or approved eligible costs without the prior written approval of NSECC.

- 2.2 The Recipient agrees that the Project shall be undertaken in a manner required by and in all respects in strict conformity with the Detailed Project Description annexed as Appendix “B” and Itemized Budget Breakdown of Eligible Expenditures annexed as Appendix “C”, except with the prior written approval of NSECC or by amendment of this Funding Agreement.
- 2.3 The planned work as outlined in Appendix “B” shall be completed to the satisfaction of NSECC not later than the 31st day of March in each Fiscal Period of the term of this Agreement.
- 2.4 The Recipient agrees to use the funds provided by NSECC solely for the purposes of the project and eligible expenditures as outlined in the Detailed Project Description in Appendix “B” and Detailed Budget Breakdown of Eligible Expenditures in Appendix “C”.
- 2.5 If the Recipient does not, within a particular year of the Project, complete the Project activities for that year within the term of this Agreement and if this Agreement has not been extended, renewed or amended, the Recipient shall return all remaining funds to NSECC within 30 days.
- 2.6 The Recipient provides consent for the public disclosure by ECCC and NSECC of any information provided to them by the Recipient in connection with their applications for funding of this project, or related activities falling within the scope of this agreement.
- 2.7 The Recipient provides consent to ECCC and NSECC for the right to access the recipients’ premises and documents for the purpose of monitoring compliance with this agreement.

### **3.0 Reporting**

- 3.1 The Recipient shall provide NSECC with satisfactory interim reports (“Interim Reports”) on the status of their project no later than September 1<sup>st</sup> and December 1<sup>st</sup> of each fiscal year of this Agreement. The Interim Reports must provide a brief update on project activities and expected results as reflected in the Detailed Project Description in Appendix “B”, an accounting of the use of NSECC funds issued within the current Fiscal Period as reflected in the Detailed Budget Breakdown of Eligible Expenditures in Appendix “C”, and a financial forecast of expenditures pertaining to the balance of the Fiscal Period.
- 3.2 The Recipient shall provide NSECC with satisfactory annual reports (“Annual Reports”), no later than April 10<sup>th</sup> of each Fiscal Period, an Annual Report including all of the following:
  - (a) An annual project income and expenditure summary which identifies all sources and uses of the project funds during the preceding Fiscal Period;
  - (b) A statement detailing the use of NSECC Contributions provided during the preceding fiscal Period, including an explanation of any financial variances.
  - (c) A description of project activities and results in the context of the Detailed Project Description in Appendix “B”, including an explanation of any deviations from expected results.
- 3.3 Following the completion of the Project, the Recipient shall, no later than April 10, 2026, provide NSECC with a final report (“Final Report”) including the following information:
  - (a) A project income and expenditure summary which identifies all sources and use of the total project funds over the duration of the entire Agreement;
  - (b) A statement detailing the use of NSECC’s contributions provided over the duration of the entire Agreement, including an explanation of any financial variances.
  - (c) A description of project activities and results in the context of the Detailed Project Description(s) over the duration of the entire Agreement.

Per Article 1.7, the Recipient shall submit the Final Report to the satisfaction of NSECC before the final payment under this Agreement is made.

- 3.4 All Interim, Annual, and Final Reports submitted by the Recipient shall be provided in accordance with templates to be provided by NSECC following the signing of this Agreement or alternative formats as pre-approved by NSECC and shall be certified by a senior officer of the Recipient’s organization (such as CEO or CFO) attesting to the correctness and completeness of the financial information provided.
- 3.5 The Recipient shall, no later than April 10<sup>th</sup> of each Fiscal Period, provide NSECC with all other reports, products, and deliverables required to be produced for the preceding Fiscal Period in accordance with the Detailed Project Description (Appendix “B”) and Itemized Budget Breakdown of Eligible Expenditures (Appendix “C”).
- 3.6 The Recipient shall make all reasonable efforts to respond to ad-hoc requests by NSECC for information on Project progress. Failure to do so may delay funding allocations/disbursements. The Recipient shall also advise NSECC immediately of any substantial events that could impact the Project timeline or cashflow requirements.
- 3.7 The Recipient shall provide NSECC, as and when requested, information and/or supporting documentation NSECC deems appropriate to enable NSECC to review and accept any request for payment. In such case, NSECC should advise the Recipient of the appropriate level of detail and of any specific supporting documentation required.

### **4.0 Funding Acknowledgements**

- 4.1 The Recipient agrees to publicly acknowledge this contribution in all publications by using Environment and Climate Change Canada’s logo, decal, and/or name as determined for the Canada Nature Fund –Nova Scotia Nature Agreement.
- 4.2 The Recipient agrees to publicly acknowledge all other project partners where reasonable and appropriate, including NSECC, in all publications by using the logos, decals, and/or names according to the partner’s preference. Logos other than the Recipient’s are to be provided to the Recipient by NSECC.
- 4.3 The recipient agrees to assist NSECC to comply with Part VII of the Official Languages Act, by agreeing to use bilingual materials in all publications and similar engagement or communication products (i.e. project websites, project social media account(s), brochures, handouts, newsletters, reports, directional and educational signs, media

advertisement (newspapers, radio, social media). Public workshops/events will be planned to enable bilingual audience participation. NSECC will be responsible for the cost of French translation.

- 4.4 The Recipient agrees to comply with the requirements of all applicable Federal and Provincial Government regulatory bodies and agencies.

## **5.0 Termination**

- 5.1 NSECC may immediately terminate this Agreement if the Recipient breaches or defaults on any term or condition and fails to remedy the same in a manner deemed satisfactory to the Province within ten (10) days of being given written notice of the breach or default.
- 5.2 The termination of this Agreement shall not affect any rights, duties, obligations or liabilities that arise or have accrued prior to the effective date of termination or which survive the termination.
- 5.3 In the case of a breach of this Agreement, the share of the contribution to be reimbursed by the Recipient to NSECC shall be determined by NSECC and written notice of the requirement for repayment shall be provided by NSECC to the Recipient.

## **6.0 Liability and Indemnity**

- 6.1 NSECC will not be liable for any claims, actions, suits, damages, costs or expenses arising from any injury, death or damage to property resulting from or arising out of any act or omission of the Recipient, its servants, agents or contractors in carrying out the Agreement.
- 6.2 The Recipients shall indemnify and save harmless the Province, its Ministers, officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings of any kind based upon injury, including death, to any person, or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Recipient, its servants or agents in carrying out this Agreement.

## **7.0 Governing Laws**

- 7.1 The laws of the Province of Nova Scotia govern all matters arising out of this Agreement. This Agreement shall ensure to the benefit of and is binding upon the Parties hereto and their successors and assigns.
- 7.2 The Recipient shall respect all applicable federal and provincial laws and standards in carrying out the Project.

## **8.0 Relationship**

- 8.1 Pursuant to this Agreement the Recipient is the recipient of a grant of funding from the Province. The Recipient and any employee, servant, agent, contractor or volunteer of the Recipient are not an agent, employee or servant of the Province.
- 8.2 The Recipient has no authority to bind the Province to any agreement and agrees that it will not hold itself out as having any authority on behalf of the Province to bind or act on behalf of the Province.
- 8.3 Any intellectual property rights created by the Recipient in association with the Project shall vest in and remain the property of the Recipient. The Recipient hereby grants to ECCC and NSECC a non-exclusive, unconditional, irrevocable, perpetual, worldwide, royalty-free right to exercise all intellectual property rights that vest in the Recipient for any public purpose except commercial exploitation in competition with the Recipient. ECCC's and NSECC's license includes the right to use, produce, publish, translate, reproduce, adapt, modify, disclose, share, distribute, and broadcast the intellectual property. The Recipient shall further be responsible for providing ECCC and NSECC upon request, a written permanent waiver of moral rights (as this term is defined in the Copyright Act, R.S.C., c. C-42), from every author that contributes to the intellectual property that is subject to copyright protection.

## **9.0 Amendment and Assignment**

- 9.1 This Agreement may be extended, renewed or amended from time to time on such terms and conditions as the Parties may agree in writing.
- 9.2 The Recipient is not permitted to assign the Agreement without the prior written consent of NSECC, which consent may be withheld for any reason.

## **10.0 Conflict of Interest**

- 10.1 The Recipient confirms and warrants that it has, for the duration of this Agreement, no interest, pecuniary or otherwise, in any business matter that would put it in a real and/or apparent conflict of interest. The Recipient shall immediately notify NSECC, in writing should any real and/or apparent conflict of interest exist or arise that could have a direct impact on NSECC's contribution to the Project.

## **11.0 Notice**

- 11.1 All notices and communication under this Agreement will be duly given upon being delivered by hand, or three days after being posted or sent by registered mail, to a Party hereto at the following address:

### **For the Province**

Nova Scotia Environment and Climate Change  
PO Box 442  
1903 Barrington Street, Suite 2085  
Halifax NS B3J 2P8  
Attention: Neil Morehouse, Manager Protected Areas and Ecosystems

### **For the Recipient**

Town of Amherst  
P.O. Box 516  
98 Victoria St E  
Amherst, NS  
B4H 1X6

Attention: Jeff Bacon, Business Development Officer

Any party may at any time give notice in writing to the other of any change of address of the party giving such notice and the address therein specified shall be deemed to be the address of each party for the purpose of giving notice hereunder.

**12.0 Appendices**

- 12.1 Appendix "A" sets forth the METHOD OF PAYMENT and forms part of this Contribution Agreement.
- 12.2 Appendix "B" sets forth the DETAILED PROJECT DESCRIPTION and forms part of this Contribution Agreement.
- 12.3 Appendix "C" contains the approved ITEMIZED BUDGET BREAKDOWN OF ELIGIBLE EXPENDITURES for the project and forms part of this Contribution Agreement (in this case, the original application).
- 12.4 Appendix "D" contains RECIPIENT PAYMENT REQUEST FORM and forms part of this Contribution Agreement.

**13.0 Miscellaneous**

- 13.1 All references to monetary amounts in this Agreement shall be to Canadian dollars.
- 13.2 Time shall be of the essence in this Agreement.
- 13.3 This Agreement, including any schedules, contains the entire agreement between the parties with respect to the subject matter hereof. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement and none have been relied on.
- 13.4 The division of this Agreement into sections and the insertion of headings are for convenience and reference only and do not affect the interpretation of this Agreement.
- 13.5 If any term or provision of this Agreement is found to be illegal or unenforceable, it will be deemed to be severed from this Agreement and the remaining provisions will nevertheless continue to be in full force and effect.
- 13.6 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by all parties.
- 13.7 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

**His Majesty the King in right of the Province of Nova Scotia, as represented by the Minister of Environment and Climate Change**

\_\_\_\_\_  
Date

\_\_\_\_\_  
per: Lora MacEachern  
Deputy Minister of Environment and Climate Change

**For the Recipient**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Position (please print):

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
(Signature)  
Having the authority to bind the Recipient association

**Second Signature for the Recipient (if required)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Position (please print):

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
(Signature)

**4.5 Street Banner Policy**

**Moved By Councillor Landry  
Seconded By Councillor Davidson**

**That Council approve an amendment to the Street Banner Policy Appendix A to add Acadian Day, as well as approve the Cumberland Acadian Society Memorandum of Understanding with the Town of Amherst to hang Street Banners as per the Street Banner Policy and further authorize the CAO to sign on the Town’s behalf.**

**Motion Carried**

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**TITLE: STREET BANNER POLICY  
SECTION: FACILITIES MANAGEMENT  
POLICY NO: 02000-04**

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**APPROVAL DATE:** June 26, 2023      **CAO Signature:** \_\_\_\_\_

**POLICY STATEMENT**

**1. PURPOSE**

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

**POLICY STATEMENT:**

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

The banners shall not:

- Represent illegal activities
- Promote hate
- Be a political advertisement
- Cause, abet or stimulate civic disorder
- Be commercial in nature
- Be otherwise inappropriate in the opinion of the Town acting reasonably
- Represent or infer that the Town is a sponsor or proponent on the content or representation of the Banner.

The Town of Amherst has a maximum of 80 poles for banner décor. They include Church Street, Victoria Street, Ratchford Street, and Albion Street.

**2 BANNER DIMENSION AND PRODUCTION MATERIAL**

Banner Size 24" X 36"

Info – Printed double sided on 18pt Stock with welded pockets top and bottom /4 grommets.

**3 INSTALLATION AND REMOVAL OF BANNERS**

The installation and removal of banners is to be done by the Town of Amherst only. The upkeep of fixtures is also the responsibility of the Town of Amherst.

**4 REQUESTS FOR ADDITIONAL BANNERS**

- The placement of banners by individuals or groups is not permitted on an ad hoc basis.
- Requests from individuals or groups to place banners, or have the Town place banners, can be brought forward as a request to alter this policy.
- Such requests should be made at least 90 days prior to the desired time of placement, and include a detailed program on how the banners will be administered, if applicable.
- Where groups wish to have banners placed, an MOU will be negotiated for Council approval to clarify roles and responsibilities of group and the Town.

**5 DISCLAIMERS**

- The Town of Amherst will make every effort to meet the installation/removal deadlines, however circumstances beyond our control could prevent this from happening.
- Banners erected without prior approval will be removed promptly at the owner’s expense.
- The Town of Amherst is not responsible for the loss or any damage caused to the banners.
- The Town reserves the right to refuse any application which it deems inappropriate.
- The Town reserves the right to use any banners as infill at their discretion.

**APPENDIX A –Banner Schedule**

December/January	- Seasonal
February	- African Heritage Month
March/April/May	- Live Work Play
Late May – mid June	- Pride

Mid-June - Indigenous Day  
 Late June - July - Canada Day  
 August - Acadian Day  
 August/September - Welcome  
 October - Fibre Arts Festival  
 November - Veterans (Royal Canadian Legion Branch #10)

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
Director, Community Living	Ensure the guidelines of this policy are clear to community organizations.
CAO	Approve applications in a timely manner
Council	Continue to encourage and support the inclusive and equitable approval of this policy

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
New Policy	Director, Community Living, Bristol	Council	June 26, 2023
Add Acadian Day to Appendix A		Council	

**MEMORANDUM OF UNDERSTANDING (MOU)**

BETWEEN **Town of Amherst**, a corporation under the laws of the Province of Nova Scotia, carrying out business at 98 Victoria Street East, Amherst, NS, B4H4A1, (the "TOA")

-AND-

**The Cumberland Acadian Society** (The Society)  
 (Collectively referred to as the ("Parties"))

**WHEREAS** the Parties have a common interest to promote Acadian Day and the local Acadian Festival;

AND WHEREAS the Parties feel that street banners are an effective promotional tool and add vibrancy to our streetscape;

**AND WHEREAS** the Town of Amherst would like to have an efficient operational plan to erect, display, and dismantle said banners;

**AND WHEREAS** the parties are desirous of providing these services in a cooperative manner;

**NOW THEREFORE** the Town of Amherst AND the Cumberland Acadian Society AGREE AS FOLLOWS:

**GENERAL**

1. The Society will purchase and have made a maximum of 40 banners.
2. The Town of Amherst public works staff will hang a maximum of 40 banners that are supplied by the Society.
3. The Banners will be hung in the Victoria Street / Church Street area.
4. The Town of Amherst will provide all equipment necessary to hang the banners.
5. Banners will be given to the Town of Amherst no later than July 15 on any given year.
6. Banners will be hung in early August, as operational requirements permit.
7. The removal of the banners will be negotiated each year depending on the date(s) of the local Acadian Festival but will remain in place until at least Acadian Day (August 15.)
8. Once dismantled the banners will be stored by the Town of Amherst.

**TERMINATION**

1. Should either party wish to terminate the agreement they will be required to do so in writing with three months notice.

Town of Amherst:

\_\_\_\_\_  
 Jason MacDonald, MCIP, LPP  
 Chief Administrative Officer

Cumberland Acadian Society:

\_\_\_\_\_  
 Leon Landry  
 Cumberland Acadian Society

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

**4.6 Capital Paving**

**Moved By Councillor Baker  
 Seconded By Councillor Emery  
 That Council award the Capital Paving Tender (RFT-24-22) to the lowest compliant bidder, Costin Paving and Contracting Ltd., at their unit prices based on our estimated quantities in the total amount of \$841,750 plus HST.**

**Motion Carried**

**4.7 Auxiliary Policing By-Law**

**Moved By Councillor Davidson  
 Seconded By Deputy Mayor Fawthrop  
 That Council give First Reading to the new Auxiliary Police Officer By-Law.**

**Motion Carried**

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**TITLE: Auxiliary Police Officer By-law  
 SECTION: Protective Services  
 BYLAW NO: C-13**

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

1. The purpose of this By-Law is to enable the Chief of Police for the Town of Amherst to appoint persons as Auxiliary Police Officers to assist the Amherst Police Department and its members in the performance of their duties.
2. Appointment of persons as Auxiliary Police Officers shall be in accordance with Section 91 of the Nova Scotia Police Act, the Regulations made pursuant to the Police Act and subject to budget approval by the Amherst Board of Police Commissioners and Amherst Town Council.
3. This By-Law is effective as of the date of publication.

For Administrative Use Only:

**ROLES AND RESPONSIBILITIES**

<b>Auxiliary Police Officer By-Law C-13 Adoption</b>	
First reading:	
Notice of Publication:	
Second Reading:	
Notice of Publication and Effective Date of Bylaw:	
Notice to Service Nova Scotia & Municipal Relations:	

**VERSION LOG**

<b>Bylaw Owner</b>	<b>Amendment Description</b>	<b>Council Approval Date</b>
Chief of Police, Pike	New By-Law	

Minutes reference date

**4.8 Active Living Strategy**

**Moved By Deputy Mayor Fawthrop  
 Seconded By Councillor Chambers  
 That Council approve the Active Living Strategic Plan.**

**Motion Carried**

**4.9 Amherst Board of Police Commissioners Citizen Appointment**

**Moved By Councillor Davidson  
 Seconded By Councillor Chambers  
 That Council appoint Caprice Barbour to the Amherst Board of Police Commissioners effective May 27, 2024 to March 31, 2025.**

**Motion Carried**

**5. INFORMATION ITEM**

**5.1 NSFM Spring Conference Report - Emery  
 Information item only.**

**6. INTERNAL COMMITTEE REPORTS**

**6.1 Planning Advisory Committee - Chambers**

Information item only.

**6.2 Inclusion Diversity and Equity Committee - Davidson**

Information item only.

**6.3 Poverty Reduction Advisory Committee - Landry**

Information item only.

**7. EXTERNAL COMMITTEE REPORTS**

**7.1 Cumberland Public Libraries - Fawthrop**

Information item only.

**7.2 Cumberland YMCA - Fawthrop**

Information item only.

**7.3 Northern Region Solid Waste Management - Baker**

Information item only.

**7.4 L. A. Animal Shelter - Fawthrop**

Information item only.

**7.5 Senior Safety - Emery**

Information item only.

**7.6 Municipal Alcohol Project - Emery**

Information item only.

**7.7 Cumberland Central Landfill Community Liaison Committee - Emery**

Information item only.

**8. ADJOURNMENT**

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

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Natalie LeBlanc  
Municipal Clerk

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David Kogon, MD  
Mayor

**Amherst Town Council  
Special Meeting  
Minutes**

Date: June 11, 2024  
Time: 12:00 pm  
Location: Council Chambers, Town Hall

Members Present Mayor David Kogon  
Deputy Mayor Dale Fawthrop  
Councillor Charlie Chambers  
Councillor George Baker  
Councillor Hal Davidson  
Councillor Leon Landry  
Councillor Lisa Emery

Staff Present Jason MacDonald, Chief Administrative Officer  
Aaron Bourgeois, Director, Operations  
Greg Jones, Director, Fire Services  
Kim Jones, Director, Corporate Communications  
Krista Crossman, Director, HR & Customer Services  
Sarah Wilson, Director, Finance  
Sharon Bristol, Director, Community Living  
Natalie LeBlanc, Municipal Clerk  
Cindy Brown, Administrative Assistant

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**1. CALL TO ORDER**

Mayor Kogon called the Special Council meeting to order.

**1.1 TERRITORIAL ACKNOWLEDGMENT**

Mayor Kogon gave the Territorial Acknowledgement.

**2. REQUEST FOR DECISION**

**2.1 APA Local 104 Collective Agreement**

**Moved By Councillor Davidson**

**Seconded By Councillor Emery**

**That Council approve the collective agreement with the Atlantic Police Association Local 104.**

**Motion Carried**

**2.2 Salary Administration Policy Amendments**

**Moved By Deputy Mayor Fawthrop**

**Seconded By Councillor Emery**

**That Council approve the Salary Administration Policy amendments to include the Inspector position.**

**Motion Carried**

**3. ADJOURNMENT**

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

---

Natalie LeBlanc  
Municipal Clerk

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David Kogon, MD  
Mayor

# Synopsis

## Appointment of Members of Council to External Boards, Committees & Commissions Policy

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At the February 2024 Committee of the Whole meeting, Council passed a motion directing staff to review this policy and bring it back to Council for consideration.

Some of the concerns included the suggestion that the criteria for appointments is too broad in scope. References in section 8 “community wide in scope” and “affect or may affect a municipalities interest” are being recommended for removal. The fundamental decision for Council in determining when to appoint members to committee / boards should be the requirement for municipal involvement and reporting.

Staff are also recommending removal of Appendix B and Appendix C.

### **MOTION :**

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



## AMHERST TOWN COUNCIL

RFD# 2024068

Date: June 24, 2024

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

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

**DATE:** June 24, 2024

**SUBJECT:** Appointment of Members of Council to External Boards, Committees and Commissions

---

**ORIGIN:** Councillor Davidson's request to review this policy now as part of the policy and bylaw review.

**LEGISLATIVE AUTHORITY:** Section 24 of the Municipal Government Act provides the statutory authority to Council with respect to standing, special and advisory committees.

**RECOMMENDATION:** That Council approve the amendments to the Appointment of Members of Council to External Boards, Committee & Commissions Policy.

**DISCUSSION:** As part of the ongoing Policy Review project, Councillor Davidson had requested that staff review this policy and bring it back to Council for consideration.

Some of the concerns included the suggestion that the criteria is too broad in scope. References in section 8 to "community wide in scope" and "affect or may affect a municipalities interest" are being recommended for removal as that really could include almost anything.

Staff have also added a section outlining changes to Reporting to Council. The main function of Council inclusion on some/all Boards and/or organizations should be oversight and not as a promotional tool. Reports should include information relevant to financial/budgetary comments, governance matters, service delivery or capacity issues and upcoming events, activities and organizational changes. Generally speaking, anything that has potential to impact the organization or its service delivery capacity.

Staff are also recommending removal of Appendix B and Appendix C. The policy already has a section that clearly recognizes Conflict of Interest considerations.

**FINANCIAL IMPLICATIONS:** There are no direct financial implications arising from these amendments.

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



**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications arising from the adoption of this policy.

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

**ALTERNATIVES:**

- Do not approve the policy as amended and recommend alternative amendments.

**ATTACHMENTS:** Appointment of Members of Council to External Board, Committees & Commissions with proposed amendments.

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Report prepared by: Jason MacDonald, Chief Administrative Officer

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

---

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

**Short Title**

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

**Purposes**

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

**Interpretation**

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

**Roles and Responsibilities**

4. (a) Only Council may appoint Members to external bodies.  
(b) Any appointment by Council of Members to external bodies shall be made pursuant to section ~~or 9~~ **8** of this Policy.
5. Council shall only make appointments to external bodies after having received and considered the terms of reference from external bodies.
6. The Clerk shall keep a list of the appointments of Members to external bodies made by Council, **known as Appendix A**.

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

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### External Bodies

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

### Council Appointments to External Bodies Required by Enactment, By-law or Agreement

8. (1) Council may appoint Members to external bodies **as required by enactment, by-law or agreement:**
- (i) in accordance with any enactment of the Government of Canada or Province of Nova Scotia;
  - (ii) in accordance with the By-laws of the Municipality or an agreement to which the Municipality is a party; or
  - (iii) as otherwise directed by Council.

- (2) Council may appoint Members to bodies, including external bodies, which in the opinion of Council are community organizations providing a service to the community and which:
- a. the Municipality is providing funding; and/or
  - b. where Council determines that municipal involvement is required or beneficial.

- (3) An external body Council considers meets the purpose of subsection 1 or 2 of this section shall be named in Appendix A. (4) Council may amend Appendix A to add or remove the name of an external body.

### External Bodies by Council Appointment

9. (1) Council may appoint Members to bodies, including external bodies, which in the opinion of Council:
- ~~(b) are community wide in scope;~~
  - ~~(c) affect or may affect a municipal interest; or~~
  - ~~(d) are community organizations with a mandate to provide an alternative service delivery in respect of municipal property on behalf of the Municipality, and to which the Municipality is the primary funder.~~

### (4) Reporting

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

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

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

---

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

~~(3) An external body Council considers meets the purpose of subsection 1 of this section shall be named in Appendix B.~~

~~(4) Council may amend Appendix B to add or remove the name of an external body.~~

#### **External Bodies Without Council Appointment**

10. ~~9~~ (1) A Member who sits on a body that has not been appointed to such body by Council shall advise the Clerk of the name of the body on which he or she sits.

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

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

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

#### **Conflict of Interest**

11. ~~10~~ (1) All members of Council are encouraged to consider the Municipal Conflict of Interest Act in all matters that come before them in their duties as a public representative on any group in which they serve in a capacity other than formally appointed by Council.

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

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

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

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

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**Appendices**

12. ~~10~~ **11** Any Appendix attached to this Policy shall form part of the Policy.

- Appendix A – External Bodies to which Members are appointed pursuant to section 9 **8**
- ~~— Appendix B – External Bodies to which Members are appointed pursuant to Section 10~~

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

**Appendix A**  
**External Bodies to which Members**  
**are appointed pursuant to Section 9-8**

<b>Board, Committee or Commission</b>	<b>Members Appointed</b>	<b>Act, Legislation, By-Law Agreement or Membership</b>
Cumberland Public Libraries Board	1 Member appointed	By-laws of Board
Cumberland Joint Services Management Authority	2 Members appointed	Intermunicipal Agreement
Regional Emergency Management	2 Members appointed	Intermunicipal Agreement
Northern Region Solid Waste	1 Member appointed	Intermunicipal Agreement
Cumberland YMCA	1 Member appointed	Contribution Agreement
LA Animal Shelter	1 Member appointed	Contribution Agreement
Cornerstone Board of Directors	1 Member appointed	Contribution Agreement
Municipal Alcohol Project	1 Member appointed	By Request of Organization
Senior Safety Advisory Committee	1 Member appointed	By Request of Organization

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

**Appendix B  
External Bodies to which Members  
are appointed pursuant to Section 10**

<b>Board, Committee or Commission</b>	<b>Members of Council Appointed</b>	<b>Comments</b>
Municipal Alcohol Project	1 Member appointed	By Request of Organization Council may appoint member
Senior Safety Advisory Committee	1 Member appointed	

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

**Appendix C  
Definitions**

**Indirect Pecuniary Interest**

- A member has an indirect pecuniary interest in any matter
  - (a) if the member or the members nominee
    - (i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its shares to the public;
    - (ii) has a substantial interest in, or is a director or senior officer of, a corporation that offers its shares to the public; or
    - (iii) is a member of a body, whether incorporated or not, that has an interest in any matter in which the council or local board is concerned; or
  - (b) if the member is a partner of or associated in a joint venture with a person, or is in the employ of a person or body, whether incorporated or not, that has an interest in any matter in which the council or local board is concerned.

**ROLES AND RESPONSIBILITIES**

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

For Administrative Use Only:

**VERSION LOG**

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

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

# SYNOPSIS

## VACATION / HOLIDAY NON-UNION EMPLOYEES POLICY AMENDMENTS

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In our review of the vacation/holiday non-union employees policy, staff conducted an analysis of policies across various municipal units to benchmark our existing vacation policy with those of our peers. This research included an examination of vacation amounts, carry-over allowances, and provisions for vacation accumulation for staff on leave.

Beyond aligning our vacation entitlements with external benchmarks, we remain committed to providing a workplace that enhances work-life balance for all employees. Studies have consistently shown that sufficient rest and relaxation significantly boosts employee productivity and job satisfaction. By fostering a culture that values and supports time off, we are enhancing employee loyalty and enthusiasm, which are essential for a productive and resilient workforce.

The following outlines the revisions to the policy:

1. Provides vacation from the commencement of employment, on a pro-rated basis;
2. Provides authority to the CAO to negotiate vacation credit for new hires;
3. Shortening the service length required to advance to four (4) and five (5) weeks' vacation, with similar 'shift adjustments' for fire department staff
4. Inclusion of new holidays to the policy, namely Nova Scotia Heritage Day in February and Truth & Reconciliation Day in September.
5. Provides clarification for vacation accumulation when staff go off work on various types of leave.

There is no cost to providing non-union employees with additional vacation unless their position has to be backfilled while they are absent, as would be the case for fire department employees. The cost for backfilling fire department shifts with the proposed revisions is approximately \$3,860, which can be accommodated within the 2024/25 operating budget.

### **MOTION:**

**That Council approve the amendments to the Vacation/Holiday Non-Union Employees Policy.**



## AMHERST TOWN COUNCIL

RFD# 2024066

Date: June 24, 2024

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

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

**DATE:** June 24, 2024

**SUBJECT:** **Vacation/Holiday Non-Union Employees Policy Amendments**

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

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

**RECOMMENDATION:** That Council approve the amendments to the Vacation/Holiday Non-Union Employees Policy.

**BACKGROUND:** Staff are completing a review of all Town policies and bylaws to ensure they are relevant and updated appropriately. The Vacation/Holiday Policy for non-union employees has been reviewed as a result of this initiative.

**DISCUSSION:** At the May 21, 2024 Committee of the Whole meeting, staff were directed to make further amendments to the vacation/holiday policy for non-union employees, specifically a more gradual approach to vacation entitlement, and bring the amendments back to the June Committee of the Whole meeting.

In our review of the vacation/holiday policy, staff conducted an analysis of policies across various municipal units to benchmark our existing vacation policy with those of our peers. This research included an examination of vacation accrual rates, carry-over allowances, and provisions for vacation accumulation for staff on leave and has been provided for Council's reference.

Beyond aligning our vacation entitlements with external benchmarks, we remain committed to providing a workplace that enhances work-life balance for all employees. Studies have consistently shown that sufficient rest and relaxation significantly boosts employee productivity and job satisfaction. By fostering a culture that values and supports time off, we are enhancing employee loyalty and enthusiasm, which are essential for a productive and resilient workforce.

We are recommending the following revisions to the policy as a result of this review and Council's direction:

**1. Providing vacation from the commencement of employment**

Under the current policy, an employee must work first and earn vacation entitlement to be awarded in January of the following year. For example, an employee who starts in March

2024 receives no vacation to use in 2024. Then in January 2025, the employee receives a prorated amount of vacation for the period worked and earned of March to December 2024 (approximately 11.25 days) to be used in 2025. It is not until January 2026 that the employee would receive a full 3 weeks' vacation.

The recommended revision provides a new employee with a prorated portion of vacation in their first year of employment. Using the same timeline above, an employee who starts in March 2024 would receive 12.5 days vacation to use in 2024 (1.25 days per month x 10 months for March to December 2024 approximately).

In the event the employee terminates their employment and has taken vacation leave that has not yet been earned, they will be required to repay the Town the vacation amounts owing, to be deducted from their final pay period.

Alternatively, if the employee terminates their employment prior to using the vacation earned, they will be entitled to payment equal to the amount of unused vacation.

**2. Providing authority to the CAO to negotiate vacation credit**

Providing the ability to negotiate vacation credit has several benefits:

- a) Competitive advantage in recruitment: offering additional vacation credit can make a job offer more attractive, particularly to highly experienced candidates who might otherwise be reluctant to accept due to a potential loss of vacation time.
- b) Valuing experience: acknowledging and rewarding an employee's prior experience demonstrates that we value their past contributions and expertise, which can contribute to higher job satisfaction.
- c) Employee-centric strategy: considering the needs and backgrounds of employees contributes to an overall positive organizational culture.

**3. Shortening the service length required to advance to four (4) and five (5) weeks' vacation (excluding fire department staff)**

The table below summarizes the entitlements under the current policy and the recommended amendments to the entitlements:

Current Entitlement		Recommended Entitlement	
Service of 1 – 9 years:	3 weeks vacation	Service of 1 – 3 years:	3 weeks vacation
Service of 10 – 14 years:	4 weeks vacation	Service of 4 – 10 years:	4 weeks vacation
Service of 15 – 19 years:	5 weeks vacation	Service of 11 – 19 years:	5 weeks vacation
Service of 20+ years:	6 weeks vacation	Service of 20+ years:	6 weeks vacation

**4. Vacation carryover limits**

It is important that all staff receive sufficient rest from work. Therefore, non-union non fire department staff will be permitted to carryover a maximum of one (1) week’s vacation to the following year, and two shifts (48 hours) for fire department staff, via written approval by December 1<sup>st</sup> of each year, at the discretion of the CAO.

**5. Addition of new holidays**

Adding new holidays since the last review of the policy which includes Nova Scotia Heritage Day in February and Truth & Reconciliation Day in September.

**6. Vacation entitlement for fire department employees**

We are recommending revisions to fire department staff entitlements to align with the proposed changes to other non-union staff entitlements. Additionally, the current vacation entitlement for fire department staff causes scheduling difficulties given that fire department staff work a 24-hour shift, followed by 72 hours off. The recommended revisions are shown in the table below:

<b>Current Entitlement</b>		<b>Recommended Entitlement</b>	
Service of 1 – 9 years:	5 shifts + 7 hours	Service of 1 – 3 years:	6 full shifts
Service of 10 – 14 years:	7 shifts + 5 hours	Service of 4 – 10 years:	8 full shifts
Service of 15 – 19 years:	9 shifts	Service of 11 – 19 years:	10 full shifts
Service of 20+ years:	10 shifts + 18 hours	Service of 20+ years:	12 full shifts

**7. Clarification for vacation entitlements when staff go on leave**

We have provided clarification for vacation accumulation when staff go off work on various types of leave.

All recommended revisions are highlighted on the attached policy in yellow.

**FINANCIAL IMPLICATIONS:** There is no cost to providing non-union employees with additional vacation unless their position has to be backfilled while they are absent, as would be the case for fire department employees.

The cost for backfilling fire department shifts with the proposed revisions is approximately **\$3,860**, which can be accommodated within the 2024/25 operating budget.

**COMMUNITY ENGAGEMENT:** No community engagement is required. A review of current employment standards legislation and similar policies in other municipal units was completed as part of the review process for this policy.

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

**SOCIAL JUSTICE IMPLICATIONS:** Providing additional time away from work can enhance mental health and the overall well-being of employees. Additional vacation time can also support diversity and inclusion efforts. Feedback received from employees indicate that quality of life and work-life balance is a significant contributing factor to their job satisfaction and happiness.

**ALTERNATIVES:**

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

**ATTACHMENTS:**

04000-10 Vacation/Holiday Policy – Non-Union Employees

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Report prepared by: Krista Crossman, Director of Human Resources

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**TITLE: VACATION/HOLIDAY POLICY – NON-UNION EMPLOYEES**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO: 04000-10**

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

## **POLICY STATEMENT**

The Town of Amherst recognizes the importance of rest and recreation for employee wellness. It is the intent of the Town to provide a fair amount of annual vacation time for employees via a flexible and supportive vacation policy.

## **PURPOSE**

This policy defines the entitlement of employees for paid vacations earned in the employ of the Town of Amherst.

## **SCOPE**

This policy applies to all non-unionized employees.

Unionized employees shall adhere to the vacation entitlements provided for in their respective collective agreements.

## **DEFINITIONS**

Permanent Employee: An employee who is employed on a regular and full time basis.

Temporary/~~Term~~ Employee: An employee performing duties for an undetermined on a temporary basis for a defined period of time.

Casual Employee: An employee who is required to perform work of a temporary or intermittent nature for varying periods though the year.

Part-time Employee: An employee performing duties on a part-time basis.

Seasonal Employee: An employee performing duties of a seasonal nature.

Student Employee: An employee who is deemed to be a full-time student and has been hired in support of various municipal functions for a specific term.

Director: An employee appointed as head of the department and a member of the senior management team responsible for overseeing the strategic direction, operations, and personnel of a specific department.

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**TITLE: VACATION/HOLIDAY POLICY – NON-UNION EMPLOYEES**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO: 04000-10**

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~~Half Days: Half Days will be defined at 3.5 hours taking either from the beginning of their normal workday or taken at the end of the employees normal workday.~~

## **ELIGIBILITY**

- a. All employees are entitled to vacation, on a prorated basis;
- b. A new full-time permanent employee may receive vacation credit for past service, or for duties carried out in previous employment which are commensurate with the duties of their new position. The CAO has the authority to negotiate vacation credit, not to exceed the vacation limit of six (6) weeks' specified in this policy.
- c. Casual, term/temporary, part-time, seasonal and student employees shall receive vacation pay at the prescribed rate in accordance with Nova Scotia employment standard legislation. This shall be paid out on each pay to the employees in these categories. Accordingly, if the employees in these categories take vacation time off, they will not receive pay for the period of their vacation.

## **GENERAL**

- a. The vacation year is from January 1 to December 31 inclusive;
- b. An employee commencing employment at a time after January 1st shall receive a pro-rated portion of the first year's vacation entitlement;
- c. An employee whose employment is terminated at any time in the year prior to using vacation earned, shall be entitled to payment equal to the amount of unused vacation. Such payment shall be included on the employee's last pay.
- d. An employee whose employment is terminated for any cause shall compensate the Town for vacation leave taken, but to which the employee at that time has not earned. Any vacation amounts owing to the Town shall be deducted from any final payment to which the employee is entitled at the time of termination.

## **VACATION DATE**

~~All vacation periods will be calculated as of the date of January 1st of each year.~~

~~A permanent full-time employee who is employed at a time after January 1st shall have his or her vacation entitlement pro-rated to January 1<sup>st</sup> of the next year. Such vacation is to be taken in the year following the employment year.~~

~~A permanent full-time employee leaving the employ of the Town of Amherst during the year prior to January 1st in any year may apply for one of the following options:~~

- a) ~~to be paid in full for any vacation owing on the final day of work;~~

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**TITLE: VACATION/HOLIDAY POLICY – NON-UNION EMPLOYEES**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO: 04000-10**

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b) ~~have the termination date adjusted to account for all outstanding vacation days earned.~~

~~Such applications are to be made to and are at the discretion of the CAO.~~

### **VACATION ~~Earned~~ ENTITLEMENT**

A permanent full-time employee shall be entitled to receive annual vacation with pay according to the following:

- a. Up to and including three (3) years of completed service: three (3) weeks' vacation;
- b. From the commencement of the fourth (4) year up to and including ten (10) years of completed service: four (4) weeks' vacation;
- c. From the commencement of the eleventh (11) year up to and including nineteen (19) years of completed service: five (5) weeks' vacation;
- d. From the commencement of the twentieth (20) year of service: six (6) weeks' vacation.
- e. An employee reaching three (3), ten (10) or nineteen (19) completed years respectively within the vacation year is entitled to the applicable number of weeks awarded in January of that year, plus the pro-rated portion of five (5) vacation days from the employee's anniversary date to December 31.
- f. ~~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 10<sup>th</sup> year, the employee will receive the increased vacation allotment of 20 days.~~
- g. ~~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 15<sup>th</sup> year, the employee will receive the increased vacation allotment of 25 days.~~
- h. ~~From commencement of the sixteenth year up to the twentieth year, 2 1/12 days per month to a maximum of 25 working days per year. However, in the 20<sup>th</sup> year, the employee will receive the increased vacation allotment of 30 days.~~
- i. ~~For over twenty years, 30 working days per year.~~

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**TITLE: VACATION/HOLIDAY POLICY – NON-UNION EMPLOYEES**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO: 04000-10**

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### **VACATION CARRYOVER**

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

It is the intent of the Town that vacation entitlement shall be used in the same year it is granted. In the cases where there may be extenuating circumstances, employees must request written approval by December 1 of the year to carry-over unused vacation, to a maximum of one (1) week. The maximum vacation carry-over for fire department staff is two shifts (48 hours).

Approval for vacation carry-over is at the discretion of the CAO.

#### Non Permanent Employees

~~Temporary Employees, Part time Employees, Seasonal Employees and Student Employees shall not be eligible for vacations with pay. However, vacation pay will be provided in accordance with the Labor Standards Act and Regulations of the Province of Nova Scotia.~~

### **HOLIDAYS**

The following days will be observed as paid holidays for permanent employees of the Town of Amherst. All others, including temporary/term employees, part-time employees, seasonal employees, and student employees will be eligible for paid holidays as prescribed under the Labor Standards Act and Regulations of the Province of Nova Scotia.

In addition, any other day proclaimed by either the Federal or Provincial governments, or the Town of Amherst shall be observed as paid holidays. If at any time the above listed holidays fall on a Saturday or Sunday, the next regular working day shall be deemed a holiday.

- New Year's Day
- Nova Scotia Heritage Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday (First Monday in August)
- Labour Day
- Truth & Reconciliation Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

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**TITLE: VACATION/HOLIDAY POLICY – NON-UNION EMPLOYEES**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO: 04000-10**

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~~An employee shall only be entitled to be paid for a holiday if such employee works the scheduled working day immediately preceding and immediately following the holiday. If it is necessary for an employee to be absent on either of these days, payment shall be at the discretion of the CAO. Payment or other time off for these holidays shall be made if the employee is on time off paid by the Town of Amherst.~~

### **VACATION ENTITLEMENT**

#### **NON-UNION FIRE DEPARTMENT EMPLOYEES**

~~Permanent fire department employees work a schedule of one 24 hour shift with 72 hours off. This schedule determines that each person works an average of 43 hours per week. Therefore, the following calculation shall be used in calculating vacation time for Permanent Employees of the Fire Department.~~

~~*The number of weeks earned multiplied by the average hours worked per week divided by the number of hours in a shift. For example, an employee of the fire department who has worked as a permanent employee up to and including 10 years has earned 3 weeks vacation. This equates as follows:*~~

~~*3 weeks earned multiplied by 43 hours which is the length of the average work week divided by 24 which is the length of a normal shift equals to an entitlement of 5 full shifts plus 7 hours.*~~

- ~~a. 5 full shifts plus 7 hours per year up to and including the tenth year of employment calculated from the date the employee commences work in the first year. However, in the 10<sup>th</sup> year, the employee will receive the increased vacation allotment of 7 full shifts plus 5 hours.~~
- ~~b. 7 full shifts plus 5 hours per year from the commencement of the eleventh year up to and including the fifteenth year of employment calculated from the date the employee commences work in the first year. However, in the 10<sup>th</sup> year, the employee will receive the increased vacation allotment of 9 full shifts.~~
- ~~c. 9 full shifts per year from the commencement of the sixteenth year up to and including the twentieth year of employment calculated from the date the employee commences work in the first year. However, in the 20<sup>th</sup> year, the employee will receive the increased vacation allotment of 10 full shifts plus 18 hours.~~
- ~~d. For over twenty years, 10 full shifts plus 18 hours.~~

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**TITLE: VACATION/HOLIDAY POLICY – NON-UNION EMPLOYEES**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO: 04000-10**

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Permanent full-time fire department employees work a schedule of one 24-hour shift followed by 72 hours off. Therefore, fire department employees shall be entitled to receive annual vacation with pay according to the following:

- a. Up to and including three (3) years of completed service: six (6) full shifts;
- b. From the commencement of the fourth (4) year up to and including ten (10) years of completed service: eight (8) full shifts;
- c. From the commencement of the eleventh (11) year up to and including nineteen (19) years of completed service: ten (10) full shifts.
- d. From the commencement of the twentieth (20) year of service: twelve (12) full shifts.
- e. An employee reaching three (3), ten (10) or nineteen (19) completed years respectively within the vacation year is entitled to the applicable number of shifts awarded in January of that year, plus the pro-rated number of shifts from the employee's anniversary date to December 31.

#### Long Term Disability or Workers Compensation

~~Employees off work on LTD or Workers' Compensation shall only be entitled to earn vacation during the first year of their absence. Employees off work on a personal unpaid leave of absence will not earn vacation time during such leave.~~

#### **CHANGE IN EMPLOYMENT STATUS**

- a. Employees off work on short-term disability (STD) shall continue to earn vacation for the duration of short-term disability.
- b. Employees off work on long-term disability (LTD) shall be entitled to earn vacation during the first year of their absence.
- c. Employees off work on Worker's Compensation (WCB) shall be entitled to earn vacation during the first year of their absence.
- d. Employees off work on a personal unpaid leave of absence will not earn vacation time during such leave.

**TITLE: VACATION/HOLIDAY POLICY – NON-UNION EMPLOYEES**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO: 04000-10**

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
<b>Chief Administrative Officer</b>	The Chief Administrative Officer will: <ol style="list-style-type: none"> <li>Review, on a timely basis, all employee requests to carry-forward vacation balances at year-end per the limits set out in this policy.</li> </ol>
<b>Director, Human Resources</b>	The Director, Human Resources will: <ol style="list-style-type: none"> <li>Act in an advisory role to department directors and employees, advising of the application of the policy;</li> <li>Monitor the awarding of annual vacation entitlements, monitor employee vacation balances and utilization of vacation time to ensure compliance with this policy;</li> <li>Facilitate employee requests for vacation carry-forwards;</li> <li>Regularly review the policy and recommend improvements where appropriate.</li> </ol>
<b>Directors and Managers</b>	Directors and Managers will: <ol style="list-style-type: none"> <li>Schedule and approve employee vacation requests based on departmental needs;</li> <li>Regularly review employee vacation balances to ensure employees receive sufficient vacation time every year.</li> </ol>
<b>Employees</b>	Employees will: <ol style="list-style-type: none"> <li>Understand their vacation entitlements under the policy as applicable to their position and/or tenure;</li> <li>Communicate vacation plans with their director and/or manager and submit vacation requests in a timely manner;</li> <li>Ensure vacation records are accurate and report any discrepancies to the Human Resources department.</li> </ol>

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
<b>Policy Review:</b> (a) vacation entitlement starting at beginning of employment, (b) shortening service length requirement to advance to 4 & 5 weeks' vacation (c) implementing carryover limits, (d) addition of new holidays, (e) clarification of vacation entitlement when employee is on leave	Director, Human Resources	Council	

## MINUTES REFERENCE DATE

June 26, 2006      January 26, 2015

# SYNOPSIS

## AUXILIARY POLICE OFFICER BY-LAW SECOND READING

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Management and staff of the Amherst Police Department have received support from the Amherst Board of Police Commissioners to create an Auxiliary Police Officer Program. As per Section 91 of the Nova Scotia Police Act, a By-Law is required to allow the Chief of Police to appoint auxiliary police officers to assist the police department with the performance of its duties.

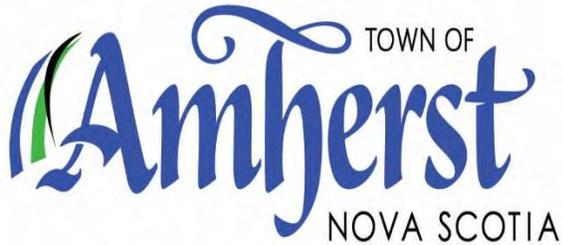
The idea of creating an auxiliary policing program for the Amherst Police Department is not new and has been discussed several times over the years. Section 91 of the Nova Scotia Police Act states that the Chief, in accordance with a municipal by-law and the Police Act Regulations, may appoint people as 'auxiliary police officers' to provide assistance to the department and its members in the performance of their duties. Auxiliary Police Officers, once appointed, have much of the authority of a police officer, but are limited to acting only when accompanied by, and under the supervision of a police officer. They cannot be used to replace or reduce sworn member positions.

An applicant for an auxiliary police officer position must meet the same criteria when selecting police officers, including criminal and background checks. Once appointed, they are subject to the same code of conduct as police officers and disciplinary actions under the Police Act.

Having an auxiliary policing program would benefit both the department and the community,

### **MOTION:**

**That Council give Second Reading to the new Auxiliary Police Officer By-Law.**



**AMHERST TOWN COUNCIL**

**RFD# 2024069**

**DATE: June 24, 2024**

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

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

**DATE:** June 24, 2024

**SUBJECT:** Auxiliary Police Officer By-Law Second Reading

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**ORIGIN:** Auxiliary Police Officers - Section 91 of the Nova Scotia Police Act

**LEGISLATIVE AUTHORITY:** MGA 172(1)(d) A council may make by-laws, for municipal purposes respecting the Discharge of Firearms

**RECOMMENDATION:** That Council give Second Reading to the new Auxiliary Police Officer By-Law.

**BACKGROUND:** Management and staff of the Amherst Police Department have received support from the Amherst Board of Police Commissioners to create an Auxiliary Police Officer Program. As per Section 91 of the Nova Scotia Police Act, a By-Law is required to allow the Chief of Police to appoint auxiliary police officers to assist the police department with the performance of its duties.

**DISCUSSION:** The idea of creating an auxiliary policing program for the Amherst Police Department is not new and has been discussed several times over the years. The authority to appoint Auxiliary Police Officers is contained in Section 91 of the Nova Scotia Police Act. The Nova Scotia Police Act Regulations provide parameters for policy and accountability for this program. Section 91 states that the Chief, in accordance with a municipal by-law and the Police Act Regulations, may appoint people as 'auxiliary police officers' to provide assistance to the department and its members in the performance of their duties. Auxiliary Police Officers, once appointed, have much of the authority of a police officer, but are limited to acting only when accompanied by, and under the supervision of a police officer. They cannot be used to replace or reduce sworn member positions. As with police officers, the municipality is liable in respect to any issues as a result of their actions, if committed during the performance of their duties.

Under the regulations, an applicant for auxiliary police officer position must meet the same criteria when selecting police officers, including criminal and background checks. Once appointed, they are subject to the same code of conduct as police officers and disciplinary actions under the Police Act.

There are numerous advantages to having an auxiliary policing program that would benefit both the department and the community:

1. A clear connection to people who live in our community and who have an interest in serving.
2. A vehicle for recruitment: Auxiliary policing is often used as a stepping-stone to the academy and towards a career in policing in their home community. Such a program can ensure long-term recruitment efforts are sustainable with built-in evaluations of candidates while working as auxiliary police officer. Auxiliary policing provides many with the ability to 'test-drive' policing as a career.
3. Auxiliary police officers have a unique knowledge of their community and can provide knowledge and utilize long-term relationships for benefit of public safety and well-being. They also can represent the diversity of our community bridging gaps and building relationships in essential areas.
4. Many people who apply to be auxiliary police officers have additional technical expertise, experience and skills that can be an asset to the department. This can include mental health professionals, human resources, community well-being and information technology. This can bridge gaps in some services provided by the Police Department.

On April 16<sup>th</sup>, 2024, the draft by-law was presented to the Amherst Board of Police Commissioners and a motion was passed giving support for the program and recommending it be forwarded to Council.

**FINANCIAL IMPLICATIONS:** Costs associated to the program are minimal and include some clothing and equipment costs, which has already been included in the 2024/2025 budget preparations. Much of the training can be conducted in-house with our own certified Use of Force Trainers and other qualified personnel. Clothing and equipment costs are estimated to be approximately \$3,200 per person with minimal costs for clothing replacement during the following years, including soft-body armour every 5 years.

**SOCIAL JUSTICE IMPLICATIONS:** An auxiliary policing program can create an additional connection to our community and can include opportunities for people who have an interest in public safety.

**ENVIRONMENTAL IMPLICATIONS:** No environmental implications

**COMMUNITY ENGAGEMENT:** Notice of Intent to give second reading appeared in a local newspaper June 5<sup>th</sup> and June 12<sup>th</sup>. Notice giving 14 days to appeal will appear on the Town of Amherst website following second reading.

**ALTERNATIVES:**

1. Direct staff to do a further review or make specific changes to this by-law
2. Do not approve the by-law or the creation of an Auxiliary Police Officer Program

**ATTACHMENTS:**

1. Draft TOA Auxiliary Police Officer By-Law
2. Standing Order 2024-00XX – Auxiliary Police Officer Program (includes Appendix A, Appendix B and Appendix C)

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

**TITLE:** Auxiliary Police Officer By-law  
**SECTION:** Protective Services  
**BYLAW NO:** C-13

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

1. The purpose of this By-Law is to enable the Chief of Police for the Town of Amherst to appoint persons as Auxiliary Police Officers to assist the Amherst Police Department and its members in the performance of their duties.
2. Appointment of persons as Auxiliary Police Officers shall be in accordance with Section 91 of the Nova Scotia Police Act, the Regulations made pursuant to the Police Act and subject to budget approval by the Amherst Board of Police Commissioners and Amherst Town Council.
3. This By-Law is effective as of the date of publication.

For Administrative Use Only:

**ROLES AND RESPONSIBILITIES**

Auxiliary Police Officer By-Law C-13 Adoption	
<b>First reading:</b>	May 27, 2024
<b>Notice of Intent:</b>	June 5 and June 12, 2024
<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
Chief of Police, Pike	New By-Law	

Minutes reference date

# Amherst Police Department

STANDING ORDER 2024-002  
AUXILLARY POLICING PROGRAM

DATE: 2024-XX-XX

## 1) SUBJECT

This Standing Order outlines the formation, administration and operation of the Amherst Police Department Auxiliary Police Program. Auxiliary Police Officers are volunteers from the community of jurisdiction who provide support to Amherst Police Department members during the course of their duties and provide support and resources for policing and crime prevention programs. A regular member is defined as a police officer with the Amherst Police Department who is at the rank of Constable or higher. An Auxiliary Police Officer means an Auxiliary Police Officer appointed under s.91 of the Nova Scotia Police Act and in accordance with the Town of Amherst Auxiliary Police Officer By-Law

## 2) GENERAL

- a) The authority to appoint Auxiliary Police Officers is contained in Section 91 of the Nova Scotia Police Act. The Nova Scotia Police Act Regulations provide parameters for policy and accountability for this program. (See Appendix A & B);
- b) The provisions for the appointment of Auxiliary Police Officers are set out in the Nova Scotia Police Act Regulations and in accordance with the Town of Amherst Auxiliary Police Officer By-Law;
- c) The Chief of Police is authorized to appoint Auxiliary Police Officers, or to rescind such appointments as per the Town of Amherst Auxiliary Police Officer By-Law;
- d) A municipality or police service for which an Auxiliary Police Officer is appointed must maintain third party liability insurance in respect of the performance of the Auxiliary Police Officer's duties and must maintain documentation of the insurance for review by the Minister;
- e) The Amherst Police Department Auxiliary Policing Program was established in 20XX.

*Approved by Chief Dwayne Pike*

2024-xx-xx

- f) The Auxiliary Policing Program will be supervised by the Staff Sergeant/Inspector who, along with the Deputy Chief of Police will monitor and retain all records of activities, training and yearly assessments of the service's Auxiliary Police Officers;
- g) Auxiliary Police Officers shall not be used to replace regular members nor will they be used to cover shifts;
- h) Auxiliary Police Officers may be used during long term emergency situations, crime scene security, and additional members for events such as the parade, exhibition, and other large events. The auxiliary police officers, while working, shall be under the direct supervision of a regular member of the Amherst Police Department. Some duties may include but are not limited to:
  - (a) regular patrol
  - (b) traffic stops/check points
  - (c) crime scene security
  - (d) attend court to provide evidence
- i) The Auxiliary Police Officers will only act when accompanied and under the direct supervision of the regular member of the Amherst Police Department to which they are assigned for each shift;
- j) The regular member assigned to supervise an Auxiliary Police Officer during a regular shift is the ultimate decision-maker of the situations where an Auxiliary Police Officer can participate;
- k) Persons being appointed as Auxiliary Police Officers must undergo criminal and background checks and cannot be appointed if such an appointment could create a conflict of interest with their business operations or employment;
- l) A person must not be appointed as an Auxiliary Police Officer if criminal and background checks show that the person has been convicted of any criminal offence or is the subject of a disciplinary proceeding in any jurisdiction that, in the opinion of the chief officer, would reasonably be expected to have a negative impact on their acting as an Auxiliary Police Officer, or on the policing profession generally;

m) Auxiliary Police Officers are expected to meet the Standards of Conduct as outlined in the Nova Scotia Police Act and its Regulations. As provided for in the Nova Scotia Police Act Regulations, if a complaint is made against an Auxiliary Police Officer, the Chief of Police will have an investigation completed within 30 days.

### **3) ADMINISTRATION**

- a) Auxiliary Police Officers appointed to the Amherst Police Department will report to and operate under the general supervision of the Staff Sergeant/Inspector and overseen by the Deputy Chief of Police. The Staff Sergeant/Inspector will maintain a record each month of the number of hours worked by each Auxiliary Police Officer;
- b) A copy of the Oath of Office in Form 3 shall be maintained in the Auxiliary Police Officer's personnel file;
- c) Auxiliary Police Officers are not authorized to operate a police vehicle unless it is an emergency resulting from a regular member not being able to operate the said vehicle;
- d) The Board of Police Commissioners may recommend a stipend for each Auxiliary Police Officer who has met the duty requirements of 100 hours for the previous calendar year.

### **4) QUALIFICATIONS**

- a) To be a candidate for appointment as an Auxiliary Police Officer, a person must be at least 19 years old and must demonstrate all of the following qualifications to the satisfaction of the chief officer:
  - i) of good character;
  - ii) Canadian citizenship with residence in Canada, or permanent residence as defined by the *Immigration and Refugee Protection Act (Canada)*;
  - iii) completion of Grade 12 or the equivalent;
  - iv) the ability to meet the minimum training standards established by the Minister in a standard operating procedure;
  - v) the ability to carry out the services required of them as an Auxiliary Police Officer;
  - vi) any qualifications prescribed by the Minister in addition to those specified in clauses (i) to (vi).

### **5) ROLES OF EMPLOYEE**

- a) the Auxiliary Police Officer program is on a volunteer basis requiring members to provide a minimum of 100 volunteer hours annually;
- b) the Auxiliary members shall be governed by the same policy and procedures as a regular member through the provisions of the Nova Scotia Police Act;
- c) the Auxiliary compliment shall consist of a maximum of 2 members working in uniform;
- d) each new Auxiliary Police Officer shall be on a 50-hour probationary period;
- e) each Auxiliary Police Officer will be required to complete the developed training and orientation program by the Amherst Police Department.

## **6) TRAINING**

- a) Training shall include, but shall not be limited to:
  - i) Amherst Police Department Orientation**
    - (1) Policies, procedures and standing orders
    - (2) Care of prisoners/guard training
    - (3) APD equipment and use
  - ii) Criminal Code**
    - (1) Arrest without warrant by any person 494(1) (2) CC
    - (2) Arrest without warrant by peace officer 495(1) (2) (3) CC
    - (3) Protection of persons acting under authority - Sections 25 (1),(2),(3),(4),(5)
  - iii) Summary Proceedings:**
    - (1) Motor Vehicle Act**
      - (a) Arrest without warrant - 261(1)(2)
    - (2) Protection of Property Act:**
      - (a) Arrest without warrant 6(1)
    - (3) Liquor Control Act:**
      - (a) Arrest without warrant 111(1)
  - iv) Persons under 12 years of age**
    - (1) Discuss issues regarding persons under 12;
  - v) Authority to search persons and vehicles**

(1) Re: Criminal Code (incidental to arrest, officer safety, warrant)

**vi) Nova Scotia Police Act**

**vii) Crime Scene Security**

**viii) Note taking**

- (1) Instructions for note taking
- (2) Descriptions
- (3) Persons
- (4) Vehicles
- (5) incidents (who, what, when, where, and if known why)

**ix) Court Testimony and Procedures**

- (1) Department
- (2) Giving evidence
- (3) Referring to your notes

**x) Officer Safety Training and Use of Force**

- (1) Handcuffing (tactical and speed cuffing)
- (2) Oleo capsicum (pepper spray)
- (3) Baton
- (4) Conducted Energy Weapon (Taser)
- (5) Firearms

# Appendix A

## Section 91 - Nova Scotia Police Act

### Auxiliary Police Officers

- 91 (1)** A chief officer in accordance with a by-law made by a municipality for that purpose or the officer in charge of the Provincial Police or that officer's delegate may, in accordance with the regulations, appoint persons as auxiliary police officers to assist the police department in the performance of its duties.
- (2)** An auxiliary police officer
- (a) has the powers, authority, privileges, rights and immunities of a peace officer;
  - (b) shall act only when accompanied by and under the direct supervision of a police officer other than an auxiliary police officer; and
  - (c) shall not be used to replace or reduce police positions.
- (3)** Every auxiliary police officer shall take an oath of office or affirmation as prescribed by the regulations.
- (3A)** No auxiliary police officer is liable for damage caused by an act or omission of the auxiliary police officer if
- (a) the auxiliary police officer was acting within the scope of the auxiliary police officer's responsibilities at the time of the act or omission; and
  - (b) the auxiliary police officer was properly certified and authorized, if required by law, by the appropriate authorities for the activities or practices undertaken by the auxiliary police officer at the time the damage occurred,
- but the limitations of the liability of the auxiliary police officer under this Act do not apply if
- (c) the damage was caused by wilful, reckless or criminal misconduct or gross negligence by the auxiliary police officer;
  - (d) the damage was caused by the auxiliary police officer while operating a motor vehicle or other vehicle for which the owner is required by law to maintain insurance;
  - (e) the act or omission that caused the damage constitutes an offence; or
  - (f) the auxiliary police officer was unlawfully using or impaired by alcohol or drugs at the time of the act or omission that caused the damage.

**(4)** The municipality or police department for which an auxiliary police officer is appointed is liable in respect of a tort committed by the auxiliary police officer in the performance of that person's duties. 2004, c. 31, s. 91; 2014, c. 55, s. 4.

DRAFT

# Appendix B

## Nova Scotia Police Act Regulations

### Auxiliary Police Officers

#### Auxiliary Police Officer Qualifications

**11 (1)** To be a candidate for appointment as an Auxiliary Police Officer, a person must be at least 19 years old and must demonstrate all of the following qualifications to the satisfaction of the chief officer:

- (a) a good character;
- (b) Canadian citizenship with residence in Canada, or permanent residence as defined by the *Immigration and Refugee Protection Act* (Canada);
- (c) completion of Grade 12 or the equivalent;
- (d) the ability to meet the minimum training standards established by the Minister in a standard operating procedure;
- (e) the ability to carry out the services required of them as an auxiliary police officer;
- (f) any qualifications prescribed by the Minister in addition to those specified in clauses (a) to (e).

**(2)** To be a candidate for appointment as an Auxiliary Police Officer, a person must consent to criminal and background checks.

**(3)** A person must not be appointed as an Auxiliary Police Officer if criminal and background checks show that the person has been convicted of any criminal offence or has been or is the subject of a disciplinary proceeding in any jurisdiction that, in the opinion of the chief officer, would reasonably be expected to have a negative impact on their acting as an auxiliary police officer, or on the policing profession generally.

#### Conflict of interest

**12** A person must not be appointed as an Auxiliary Police Officer if acting as an Auxiliary Police Officer would create a conflict of interest with their business operations or employment.

#### Liability insurance

**13** A municipality or police department for which an Auxiliary Police Officer is appointed must maintain third party liability insurance in respect of the performance of the auxiliary police officer's duties and must maintain documentation of the insurance for review by the Minister.

### **Record of appointments of auxiliary police officers**

**14** Each municipality must maintain a record of all of its appointments of Auxiliary Police Officers, and must provide the record to the Minister on request.

### **Policies and procedures**

**15 (1)** A person appointing an Auxiliary Police Officer must provide policies and procedures for all of the following in writing to the Minister, for the Minister's approval:

- (a) the Auxiliary Police Officer carrying out their authority, responsibility and duty;
- (b) the standard of conduct to be met by the Auxiliary Police Officer;
- (c) disciplining the Auxiliary Police Officer;
- (d) subject to subsection (2), the handling of any complaint that is made against the Auxiliary Police Officer.

**(2)** If a complaint is made against an Auxiliary Police Officer, the person who appointed the Auxiliary Police Officer must investigate the complaint no later than 30 days after the date that the complaint is received.

### **Oaths of Office**

#### **Oath of office for Auxiliary Police Officer**

**18** The oath of office or affirmation required for an Auxiliary Police Officer is prescribed as Form 3.

#### **Must take oath before assuming duties**

**19** A person referred to in Section 16, 17 or 18 must make their oath or affirmation before assuming their duties in the position for which the oath or affirmation is required.

## Appendix C

### Form 3 - Oath of Office for Auxiliary Police Officer Section 18 of the Police Regulations

I, \_\_\_\_\_ do solemnly (*select one*) swear/affirm that I will faithfully, diligently and impartially execute and perform the duties required of me as an auxiliary police officer in and for the (*insert name of municipality*) \_\_\_\_\_, and will well and truly obey and perform all lawful orders and instructions that I receive as an auxiliary police officer, without fear, favour and affection of or toward any person, (*select one*) so help me God/I so affirm.

Sworn to/Affirmed at  
in the County of \_\_\_\_\_  
Province of Nova Scotia, on  
\_\_\_\_\_, 20\_\_\_\_,  
before me,

\_\_\_\_\_  
A Commissioner of Oaths in and for  
the Province of Nova Scotia

# SYNOPSIS

## WATER UTILITY CAPITAL BUDGET AMENDMENT

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The Town of Amherst Water Utility has participated in the former Challenge Fund program for the past four years. During this time the Water Utility has been able to purchase land at no cost to the utility as it was fully funded by the Challenge Fund grant.

A new agreement between the Town and Nova Scotia Environment and Climate Change was approved by Council in May. The new agreement is for a two-year term with grant funding of \$275,000 available each year to the Town of Amherst Water Utility. With the new agreement, the capital budget needs to be amended to authorize the potential expenditures for this project.

The potential land purchases will be fully funded by the Nova Scotia Environment and Climate Change grant. There will be no additional cost to the Town of Amherst Water Utility. The end result of this capital project is to acquire additional 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 saves the Town drinking water supply from contamination and pollution.

### **MOTION:**

**That Council approve of the addition of \$275,000 to the Water Utility Capital budget for potential land purchases to be funded by the Nova Scotia Environment and Climate Change grant.**



## AMHERST TOWN COUNCIL

RFD# 2024062

Date: June 24, 2024

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

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

**DATE:** June 24, 2024

**SUBJECT:** 2024/25 Water Utility Capital Budget Amendment – Potential Land Purchases with Nova Scotia Environment and Climate Change Grant

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**ORIGIN:** 2024/25 capital budget, new Nova Scotia Environment and Climate Change grant agreement.

**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 of the addition of \$275,000 to the Water Utility Capital budget for potential land purchases to be funded by the Nova Scotia Environment and Climate Change grant.

**BACKGROUND:** The Town of Amherst Water Utility has participated in the former Challenge Fund program for the past four years. During this time the Water Utility has been able to purchase land at no cost to the utility as it was fully funded by the Challenge Fund grant.

**DISCUSSION:** A new agreement between the Town and Nova Scotia Environment and Climate Change was approved by Council in May. The new agreement is for a two-year term with grant funding of \$275,000 available each year to the Town of Amherst Water Utility. With the new agreement, the capital budget needs to be amended to authorize the potential expenditures for this project.

**FINANCIAL IMPLICATIONS:** The potential land purchases will be fully funded by the Nova Scotia Environment and Climate Change grant. There will be no additional cost to the Town of Amherst Water Utility.

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

**ENVIRONMENTAL IMPLICATIONS:** The end result of this capital project is to acquire additional 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 saves the Town 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:** Delay the decision to a future meeting.

**ATTACHMENTS:**

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Report prepared by: Sarah Wilson, Director of Finance and Andrew Fisher, Director of Planning & Strategic Initiatives

Report and Financial approved by:

# SYNOPSIS

## SENIOR HOCKEY TEAM AGREEMENT

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The Springhill Coal Miners senior hockey team play in the Beausejour Senior Hockey League, an 8-team league based in New Brunswick.

The team was recently sold and the new owners wish to have the team relocated to the Amherst Stadium for the 2024/25 season. The ownership group believe that Amherst is the best market for their team as there is a deep-rooted history of senior hockey in Amherst, that dates back to the 1920's.

The initial contract will be for a 1-year term with the same structure and fees as those recently negotiated with the Amherst Junior "A" Ramblers Hockey Club.

Pending council's approval of the agreement the owners will engage with the community to determine a new team name and branding that reflects Amherst's historical hockey roots.

It is important to note that the senior team's 9 home games can be accommodated in the stadium ice schedule and will not impact the schedule of the Stadium's major tenant, the Amherst Junior "A" Ramblers.

### **MOTION:**

**That Council approve of the agreement between the Town of Amherst and Coal Miners Senior Hockey Team, and authorize the Mayor and CAO to sign on behalf of the Town.**



## AMHERST TOWN COUNCIL

RFD# 2024061

Date: June 24, 2024

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

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

**DATE:** June 24, 2024

**SUBJECT:** Coal Miners Senior Hockey Team Agreement

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**ORIGIN:** Request from the ownership group of the Coal Miners senior hockey team to play out of the Amherst Stadium.

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

**RECOMMENDATION:** That Council approve of the agreement between the Town of Amherst and Coal Miners Senior Hockey Team, and authorize the Mayor and CAO to sign on behalf of the Town.

**BACKGROUND:** The Coal Miners senior hockey team are part of the Beausejour Senior Hockey League (BSHL) and have been playing out of the arena in Springhill for the past 2 seasons. The BSHL is an 8-team senior hockey league based in New Brunswick.

The team is now under new ownership and they wish to have the team relocated to the Amherst Stadium. The ownership group is aware of the history of senior hockey in Amherst, that dates back to the 1920's, and believe that Amherst is the best market for their team.

**DISCUSSION:** If approved by Council, the initial contract would be a 1-year term with the same structure and costs as those recently negotiated with the Amherst Junior "A" Ramblers Hockey Club.

Once an agreement has been approved the team will make a formal announcement through their social media platforms and will start a community poll to determine a new team name and branding that reflects Amherst's historical hockey roots.

It is important to note that the BSHL only play an 18-game regular season (9 home games) and typically start in mid October and finish in mid January. The 9 home games can be accommodated in the stadium ice schedule and will not impact the schedule of the Stadium's major tenant, the Amherst Junior "A" Ramblers.





## AMHERST TOWN COUNCIL

RFD# 2024061

Date: June 24, 2024

**FINANCIAL IMPLICATIONS:** Having the senior hockey team playing out of the Amherst Stadium is an opportunity to generate revenue for the facility. Proposed rates are as follows:

- Hourly Rate for practices – as per the user fee policy
- Preseason Games - \$525.83+HST
- Regular Season - \$8,520.57+HST (9 games @ \$946.73)
- Playoff Games - \$985.92

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications to the approval of the agreement.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications to the approval of the agreement.

**COMMUNITY ENGAGEMENT:** No community engagement has been undertaken at this time. A media release will be issued should the agreement be approved.

**ALTERNATIVES:**

1. Do not enter into the agreement and do not allow the Club to utilize the Amherst Stadium.
2. Council may ask for additional or alternative terms in the agreement.

**ATTACHMENTS:** Draft agreement.

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Report prepared by: Corey Crocker, Facilities Manager  
Report and Financial approved by:





**AGREEMENT BETWEEN  
COAL MINERS SENIOR TEAM  
AND THE  
TOWN OF AMHERST (herein after called the Town)**

**PREAMBLE**

Whereas the Town is the owner of and operates the Amherst Stadium.

And Whereas the Coal Miners own and operate a hockey club that will participate in the Beausejour Senior Hockey League which will be known as the Coal Miners.

And Whereas the Coal Miners are desirous of renting ice time as well as the related facilities from the Town to promote the Coal Miners as a Senior hockey Team and participate in the Beausejour Senior Hockey League.

And Whereas the Town is prepared to rent to the Coal Miners the facilities necessary for the Coal Miners to operate the hockey club subject to the terms and conditions herein after set out.

The parties hereto acknowledge the forgoing recitals, and including the Operating Principles as set out in Appendix A, as being true and accurate and agree to incorporate the same as terms of this agreement in effect from August 1, 2024, to July 31, 2025.

**1. Pre-Season:**

a. Ice will be available September 15, 2024

**b. Hourly Rate for practices will be:**

As per user fee policy

**c. Preseason games fees:**

2024-2025: \$525.83 plus HST

**2. Regular Season games fees:**

2024-2025: \$946.73

**3. Playoff games fees:**

2024-2025: \$985.92

**4. Payment:** The Coal Miners will be billed on the last day of each month starting in August and ending the month the season is complete.



5. **Games Schedule:** Games to start at 7:00pm, 7:30pm, or 8:00pm. Special consideration will be given to games that are scheduled on holidays or Sundays. These special games are scheduled for 2:00pm. The Town is open to special time requests from the Coal Miners providing 30 days' notice is provided prior to the scheduled game. Regular season dates must be approved by the Facility Manager prior to being submitted to the league.
6. **Practice Times:** Practices are scheduled for 1.5 hours and must be agreed upon by the Facility Manager and the Coal Miners. To be consistent with the Town of Amherst Ice Allocation Policy, a charge at the regular prime time rental rate + HST applicable at the time of the cancellation will be levied if a practice is not cancelled within 48 hours. This notice period is required to allow the Town ample time to try to rent the ice to a 3<sup>rd</sup> party.
7. **Stadium Event Sign:** Information related to the Stadium event sign changes will be required at least 48 hours prior to game day. Coal Miners will provide a schedule of games and wording for the sign as required.
8. **Insurance:** The Coal Miners agree to carry, during the terms of use, general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000 per occurrence, and to be responsible for all expenses, cost and liabilities in connection with any claim which may be made against the Stadium by reason of the activities contemplated by this Agreement or persons coming on the premises of the stadium as a result of the activities. Proof of General Liability insurance to be provided to the Town of Amherst before the start of the training camp.
9. **Security:** Security arrangements shall be made by the Town with a bonded security company for all Coal Miners games. 100% of the full cost will be the responsibility of the Coal Miners and will be billed and due on a month-to-month basis. Prior to the start of the season, and again prior to the start of the playoffs during the term of this contract, the Town and the Coal Miners will meet to determine security standards and numbers based on service Nova Scotia Alcohol & Gaming Division.
10. **Bar:** Provided the sale of alcohol is permitted at the Stadium, the heated meeting room on the second floor overlooking the ice surface, as well as the corner bar, are available to the Coal Miners for regular season games and playoff games under a special license provided by the Coal Miners. In addition, the license includes a designated area of seating on the west end of the Stadium. For the balance of this agreement, the Coal Miners will be responsible for complete operation of the bar during home games. Servers will be appropriately attired and with name tags. The Coal Miners will participate in the Bar Suspension Program facilitated through the Amherst Town Police. The Town will not be responsible for any items left in this room by the Coal Miners or patrons. Should alcohol sales not be permitted the team shall be advised prior to September 1<sup>st</sup>.





11. **Dressing Room:** The use of a dressing room will be included in the ice rental cost. The Coal Miners are responsible for any damage to the dressing room.
12. **Sponsorship:** The Town will be considered a Gold Sponsor, with acknowledgement in advertising. The Town will be provided with 5 tickets per game, issued as game tickets.
13. **Zamboni, boiler, and plant room** are off limits to all unauthorized persons. This is a significant safety concern and breach of this clause will result in the immediate suspension from the Stadium of the offender for the balance of the Stadium season.
14. **Program of Events:** The Coal Miners will provide the Facility Manager with a program of events and requirements 48 hours prior to the game. (ie.: Friday games, requirement by Wednesday at 12:00pm. The Coal Miners will provide one point of contact for game day operations. All issues/requests will go through/come from this point of contact).
15. **Chewing Tobacco:** There will be no chewing tobacco allowed in the Stadium. This will result in the immediate suspension from the Stadium of the offender for the balance of the Stadium season.
16. **Cancellation of scheduled games due to Covid-19:** Should the Covid-19 pandemic cause the cancellation of scheduled games / and or practices, the Club will only be required to pay for the games / practices that were held prior to the cancellation.
17. **Closure of the Amherst Stadium due to Covid-19:** The Town reserves the right to close the Amherst stadium due to the Covid-19 pandemic and will not be held responsible for any losses incurred by the Club regardless of any decision of the New Brunswick Senior League play or playoffs.





This agreement is based on the fact that all regular season and playoff home games are to be played at the Amherst Stadium.

Signed at Amherst, Nova Scotia this \_\_\_\_\_ of \_\_\_\_\_, 2024.

**Signed:** \_\_\_\_\_  
*Coal Miners Hockey Club Witness*  
*Shane Robar, President*

**Signed:** \_\_\_\_\_  
*Coal Miners Hockey Club Witness*  
*Treasurer*

**Signed:** \_\_\_\_\_  
*Jason MacDonald, CAO, Town of Amherst*

**Signed:** \_\_\_\_\_  
*David Kogon, Mayor, Town of Amherst*



## APPENDIX A

The Town of Amherst recognizes the importance, value and benefit of the relationship between the Coal Miners Hockey Club, and the Amherst Stadium to the community and region.

Paramount to the success of any relationship is effective, timely and accurate communications. It is the intent and expectation through a relationship of collaboration and respect, that the Town and the Coal Miners shall demonstrate leadership and display positive exemplary behavior through working together to create, develop, enrich and support a positive image for all.

For the term of the agreement, the principal contact for the Town of Amherst will be the CAO, or official designate and for the Coal Miners, the Club President, or official designate. For day-to-day operations the principal contact for the Town will be the Facility Manager, and for the Club, the General Manager. All communications relating to day-to-day operations between parties should flow between these spokespersons.

During the length of this agreement, at least three times per season both parties shall schedule a meeting to review operations, issues and opportunities. Participants shall include the Town of Amherst Department Director, Facility Manager and the Chief Administrative Officer or designate. The hockey Club representation shall be the President, General Manager and one additional invitee of the Club. Official minutes of these meeting are to be kept and circulated to both parties. Meeting shall be called and held:

1. Prior to August 15<sup>th</sup>;
2. Prior to December 15<sup>th</sup>; and
3. Prior to the start of the BSHL Playoffs.

The Town acknowledges covenants and agrees that it has the following obligations under the spirit of this agreement:

1. To maintain and keep in good repair the Amherst Stadium, including common elements and the facilities as rented by the Hockey Club;
2. To perform any required repairs reasonably and expeditiously so as to minimize interference with the activities of the Hockey Club;
3. To maintain and keep in good repair exterior facilities, including snow removal;
4. To keep in place property and liability insurance as would a reasonable and prudent facility owner; and
5. To provide adequate security services to endure a safe and respectful environment.

The Hockey Club acknowledges these covenants and agrees that it has the following obligations under the spirit of this agreement:

1. To pay the facility rental and fees as set out in this agreement;
3. To be responsible for the safety and wellbeing of its participants, users, invitees and guests;
4. To provide insurance as set out in this agreement;
5. To abide by and comply with all facility rules and regulations put in place including any by-laws of the Town or the regulations or any other authority having jurisdiction; and
6. Not to permit any notice, painting, design or advertisement without the consent of the Town.





The Town and the Club agree to attempt to resolve any differences, disagreements or disputes under this agreement in good faith and on an expeditious basis. The parties agree to provide candid and timely disclosure of all relevant facts and information. All reasonable requests for relevant documentation relating to the differences, disagreements or disputes made by either party will be honored.

Should, after effort by both parties, a disagreement claims or dispute not be resolved, a special meeting will be held involving the Town CAO, Director of Operations and the Facility Manager, and the Coal Miners President, General Manager and one additional invitee designated by the President.

In all aspects of their operations, the Coal Miners agree to adhere to the Town of Amherst business and communication acumen which is generally outlined as follows:

***We strive to foster a diverse community that values everything that makes us unique including our visible differences, such as race or gender expression, as well as our non-visible differences, such as gender identity and diversity of thought. We are committed to equity, fairness and dignity for all."***

And our vision, mission and guiding principles:

<b>VISION</b>	Our vision is to be a healthy, prosperous, inclusive, and environmentally sustainable community in which people of all ages, abilities, and cultures are engaged and proud to live, work and play. <b>See Why We Love It!</b>
<b>MISSION</b>	We provide quality leadership, services, opportunities and resources for the benefit of our citizens, and in support of our growth and development in our community in a fair, equitable and transparent manner.
<b>GUIDING PRINCIPLES</b>	Respect · Integrity · Collaboration · Accountability · Inclusivity · Evidence-based Decision Making · Sustainability



# SYNOPSIS

## 105 SOUTH ALBION STREET PURCHASE AND SALE AGREEMENT

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In May of 2023 Council entered into an agreement of purchase and sale with Black Bay Real Estate Group to sell the lands formerly known as Blaine Street for a multi-unit residential development. The agreement required that construction of at least one residential building commence within 12 months of a development agreement being approved, which would be January 2025. Due to unforeseen delays, the purchaser has requested that this requirement be extended to 2026.

Given the delays were not the fault of Black Bay, providing an extension is a fair and reasonable course of action.

### **MOTION:**

**That Council approve an amendment to the Agreement of Purchase & Sale with Black Bay Real Estate Group that requires a foundation of at least one residential building to be poured in 2026, and authorize the Mayor and CAO to execute the necessary agreements.**

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

**SUBMITTED BY:** Andrew Fisher, Director of Planning & Strategic Priorities

**DATE:** June 24, 2024

**SUBJECT:** 105 South Albion St. (Blaine Street) Purchase & Sale Agreement

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**ORIGIN:** In May of 2023 Council passed the following motion:  
**That Council approve of the agreement of purchase & sale with Black Bay Real Estate Group to sell the town lands formerly known as Blaine Street for \$200,000 + HST, and the sale of 305 m<sup>2</sup> portion of those lands for \$3,800 + HST to Jomar Holdings Ltd. to be consolidated with 103 South Albion Street, and authorize the Mayor and CAO to execute the agreements.**

**LEGISLATIVE AUTHORITY:** Municipal Government Act section 50 (5) *A municipality may (a) acquire property, [...] that it requires for its purposes...; (b) sell property at market value when the property is no longer required for the purposes of the municipality.*

**RECOMMENDATION:** That Council approve of an amendment to the Agreement of Purchase & Sale with Black Bay Real Estate Group that requires a foundation of at least one residential building to be poured in 2026, and authorize the Mayor and CAO to execute the necessary agreements.

**BACKGROUND:** As noted above, in May 2023 Council approved the attached agreement for the sale of 3.9 acres of land to Black Bay with the following key conditions:

- That Black Bay apply for a Development Agreement. Council approved the agreement for a 186-unit development on November 27, 2023.
- The Closing Date was to be within ten business days after the Development Agreement was approved and the 14-day appeal period lapsed, or at such a time as mutually agreed between the parties. The appeal period lapsed around January 1<sup>st</sup>, 2024, which should have established the Closing Date around January 11, 2024. For the reasons explained below, this could not happen.
- Within one year of the Closing Date Black Bay was required to have poured one residential building foundation or the town had the option to take the lands back.

Throughout 2023, the town engaged its solicitor and a surveyor to consolidate the lands that consisted of 25 parcels, some of which had “clear” (ie. migrated) title and some did not. An unused NSPI easement was identified that required Black Bay to significantly redesign the development. There was also the subdivision and sale of a portion of land to Jomar Holdings Ltd. and a building encroachment at 14 Clinton Street. This work caused significant and



unexpected delays such that staff were not able to present a clean saleable title to Black Bay – in fact, this work was only recently completed but is still pending registration by the Land Registry Office.

In late February Black Bay requested that the town extend the foundation pouring requirement to 2026. The reasons stated by Black Bay for this request were the delays in getting DA approval and a lack of completed survey plan from which to base construction drawings. The company president, Adam Barrett stated that, ‘the process took longer than anticipated as we have had to fill our queue’.

**DISCUSSION:** Since at least 2022 it has been a town priority to see the subject lands developed for multi-unit residential to address the housing shortage. While it is unfortunate that Black Bay have decided to delay this development, under the current agreement they would have until early 2025 to pour the first foundation. It could be argued that allowing an additional year beyond that is reasonable given that there were delays that were not within their control.

Alternatively, Council could refuse the extension to 2026 and terminate the agreement with Black Bay. Given the size of the company’s volume and scale of developments around the province, tying up \$200,000 for 2-3 years is likely not a significant financial burden. As such, it is very possible that they do not commence construction and the town is faced with taking the lands back in 2027. That being said, if the current agreement was terminated and the RFP process was repeated, it would most likely not result in development of the lands before 2026.

If Black Bay does carry out what they proposed in the development agreement, the result will be an upscale, relatively dense development with excellent connections to NSCC, employment and services. To Black Bay’s credit, they have undertaken a significant amount of work already developing the proposal. Staff feel the risk of waiting an additional year is worthwhile.

**FINANCIAL IMPLICATIONS:** \$200,000 purchase price. Legal and survey fees that have and will be incurred.

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

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

**COMMUNITY ENGAGEMENT:** The RFP and development agreement processes were public.

**ALTERNATIVES:** 1) Refuse the request and terminate the agreement with Black Bay; 2) Direct Staff to negotiate different terms with Black Bay.





**AMHERST TOWN COUNCIL**

**RFD# 20240678**

**Date: June 24, 2024**

**ATTACHMENTS:** May 31, 2023 Agreement of Purchase and Sale

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



**AGREEMENT OF PURCHASE AND SALE**

This Agreement made this 31<sup>st</sup> day of May 2023.

BETWEEN:

**THE TOWN OF AMHERST**, a municipal corporation, incorporated under the laws of the Province of Nova Scotia (hereinafter referred to the "Vendor").

AND

**BLACKBAY REAL ESTATE GROUP**, a body corporate, duly incorporated under the laws of the province of Nova Scotia, with head office at (hereinafter called the "Purchaser").

The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser the lands and premises located at Amherst, Nova Scotia, shown in the attached Schedule A as "Subject Lands +/- 3.9 acres" and being further identified as PIDs 25036369, 25036070, 25036088, 25036096, 25036104, 25036112, 25036120, 25036138, 25040346, 25040353, 25036146, 25036153, 25036161, 25036179, 25036187, 25036195, 25035106, 25036203, 25036245, 25036252, 25036260, 25036278, 25036286, 25036294, 25036302; and the lands formerly known as Blaine St, excepting therefrom a triangular portion, at the north west corner of Blaine Street, of an approximate area of 6600 square feet, (hereinafter called the "Property"), Upon the terms and conditions hereinafter contained:

**PURCHASE PRICE**

1. The Purchase Price shall be **Two Hundred Thousand ----- XX/100 (\$200,000.00) Canadian Dollars**, plus HST, payable on the following terms and conditions:
  - a) Within **five (5) Business Days** of the acceptance of this offer by the Vendor, the Purchaser shall pay a deposit in the amount of **Five Thousand ----- XX/100 (\$5,000) Canadian Dollars**, to be held in trust pending the completion or other termination of this Agreement, and to be credited on the account of the Purchase Price on Closing without Interest.
  - b) The balance of the Purchase Price, subject to adjustments, as hereinafter set out, shall be paid on the closing date.

Vendor(s) Initials	Purchaser(s) Initials
<i>DPK</i>	<i>PR</i>

88

**HARMONIZED SALES TAX**

2. The parties covenant and agree that the Purchaser shall pay to the Vendor on closing all Harmonized Sales Tax payable as a result of this transaction and the Vendor shall remit such HST to the Receiver General for Canada when and to the extent required by the Act. The Purchaser shall provide a certificate on the closing confirming the matters noted in this Section including the Purchaser's HST registration number.

**CONDITIONS IN FAVOUR OF THE PURCHASER**

3. Within **Twenty (20) Business Days** of the acceptance of this offer by the Vendor, the Purchaser shall begin the process of applying to the Town of Amherst for a Development Agreement (hereinafter "the Development Agreement") for a project generally in conformance with the proposal shown on the Site Plan attached hereto as **Schedule B** (hereinafter "the Site Plan"). This Agreement is voidable at the option of the Vendor if the Purchaser does not meet this condition.
4. Within one year of the Closing Date the Purchaser shall have poured the foundation of at least one (1) residential building approved by the Development Agreement; failing this, the Vendor shall have the option to require that the Purchaser reconvey the Property to the Vendor for the same purchase price as set out herein. A covenant reflecting this condition shall be placed in the deed from the Vendor to the Purchaser.

**CONDITIONS IN FAVOR OF THE VENDOR**

5. The Vendor shall deliver or make available for inspection to the Purchaser, within **Ten (10) Business Days** of the date of execution of this Agreement, the following documentation and information, as may be in the possession or control of the Vendor:
  - a) Legal description for the Property, and such other title information as may be in the possession of the Vendor; and
  - b) Any survey materials, plans or drawings relating to the Property in the possession of the Vendor.

**CLOSING DATE**

6. Subject to the conditions in favor of the Purchaser as set out hereunder, the transaction contemplated by this agreement shall be completed on or before **Ten (10) business days** following the approval of the Development Agreement and expiration of the Fourteen (14) day Appeal Period, or at the conclusion of an appeal process, or at such a time as mutually agreed between the parties hereto (herein "Closing" or the "Closing Date").

Vendor(s) Initials	Purchaser(s) Initials
	

7. Should the decision of Amherst Town Council to approve the Development Agreement be appealed to the Nova Scotia Utility and Review Board and the approval is overturned, the Purchaser shall have the right to withdraw from this agreement within **Twenty (20) business days**.
8. The conveyance of this Property shall be by Warranty Deed, drawn at the expense of the Vendor, to be delivered on payment of the Purchase Price on the Closing Date. The said property is to be conveyed free from encumbrances, except as to any easements, registered restrictions or covenants that do not materially affect the enjoyment of the property and the Purchasers' intended use and except as specifically set out herein.

**GENERAL**

9. Time shall in all respects be of the essence hereof. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing and any and all waivers shall be valid only if in writing.
10. This Agreement shall constitute the entire agreement between the Purchaser and Vendor relating to the Property and the transaction herein contemplated and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property other than is expressed herein. This Agreement replaces any prior offers made or agreements entered into between the parties with respect to the Property.
11. This agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and permitted assigns. The Purchaser may not assign this Offer or any right, title or interest therein or thereunder prior to Closing, unless the assignee assumes and binds itself solidarity with the Purchaser for all of the Purchaser's obligations arising from this Offer as if it had been the original "Purchaser" hereunder and delivers an assignment and assumption agreement signed by the Purchaser and the assignee to the Vendor, in form satisfactory to the Vendor.
12. The covenants, conditions and provisions of this Agreement shall not merge, but shall survive closing.
13. All legal costs incurred by each party shall be borne by such party. The Purchaser shall be responsible for the payment of the fees and costs and of any transfer taxes or duties which are payable upon registration of the Transfer. The Vendor will pay all costs

Vendor(s) Initials	Purchaser(s) Initials
<i>DK</i>	<i>MB</i>

associated with discharging all pre-existing encumbrances, which are to be discharged, and the preparation of a valid Transfer of title in registerable form.

14. No change, amendment, or modification of any provision of this Agreement will be valid, nor shall any such changes, amendments or modifications be legally enforceable against a party, unless set forth in a written instrument and signed by both Parties.
15. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for them, as the case may be, and money may be tendered by solicitor's trust cheque, certified cheque or bank draft.

**To the Purchaser at:** 48 Lovett Lake Court, 3<sup>rd</sup> Floor, Halifax, Nova Scotia, B3S 1B8

**To the Vendor at: 99 Victoria Street E, Amherst, Nova Scotia, B4H 1X6**

With a copy to Vendor(s) Lawyer:

TERRY E. FARRELL

CREIGHTON SHATFORD

14 Electric Street, PO Box 398, Amherst, NS, B4H 3Z5

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – Signature Page to follow]*

Vendor(s) Initials	Purchaser(s) Initials
<i>JPK</i>	<i>TS</i> 91

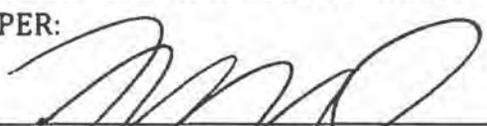
**16. ACCEPTANCE**

The Purchaser has executed this Agreement dated at Halifax this 31<sup>st</sup> day of May, 2023. This offer is open for acceptance by the Purchaser up to but not after 4:30 p.m., Atlantic Time, on the 15<sup>th</sup> day of June, 2023 (the "Acceptance Date"). If the Purchaser has not received, at the address referred to in Section 17(n) above, a copy of this Agreement duly signed by the Vendor, by the Acceptance Date, then this offer shall be null and void, unless otherwise revived by the Purchaser in writing.

  
WITNESS: Andrew Fisher

WITNESS

**BLACK BAY REAL ESTATE GROUP**

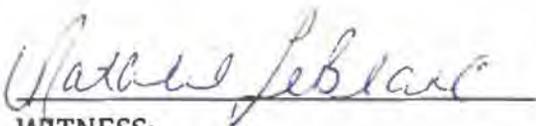
PER:   
Name: ADAM BARRETT  
Title: President

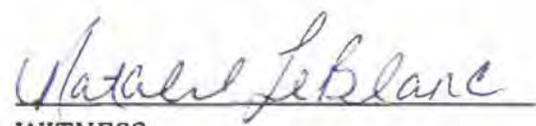
Name:  
Title:

I/We have the authority to bind the Company

**17. OFFER**

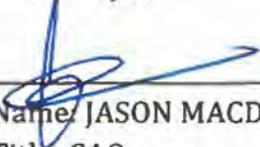
The Vendor has accepted and executed this Agreement dated at Amherst, NS this 7<sup>th</sup> day of June, 2018.

  
WITNESS:

  
WITNESS

**TOWN OF AMHERST**

PER:   
Name: DAVID KOGON, MD  
Title: Mayor

  
Name: JASON MACDONALD, MCIP, LPP  
Title: CAO

Vendor(s) Initials	Purchaser(s) Initials
	

SCHEDULE A



Vendor(s) Initials	Purchaser(s) Initials
<i>JK</i>	<i>JK</i>



# SYNOPSIS

## AMHERST YOUTH TOWN COUNCIL APPOINTMENTS

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

In accordance with the Amherst Youth Town Council Policy, there is an ability to accept up to 15 members; up to two of the members may be County residents. This year seven students expressed interest in serving in this capacity. These are all returning students. Several current Amherst Youth Town Council members are graduating this year, and a couple are leaving due to heavy competing commitments next year.

### **MOTION:**

**That Council reappoint the following Amherst Youth Town Council members for the 2024/25 school year:**

**Kennedy Newman, Harmoni Caldwell, Ava Crocker, Leah Brunt, Mathias Mayhew, Peter Sigtryggson and Allison Jones.**



## AMHERST TOWN COUNCIL

RFD# 2024065

Date: June 24, 2024

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

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

**DATE:** June 24, 2024

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

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**ORIGIN:** Annual appointment of members to the Amherst Youth Town Council

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

**RECOMMENDATION:** That Council reappoint the following Amherst Youth Town Council members for the 2024/25 school year:

Kennedy Newman, Harmoni Caldwell, Ava Crocker, Leah Brunt, Mathias Mayhew, Peter Sigtryggson and Allison Jones.

**BACKGROUND:** In accordance with the Amherst Youth Town Council Policy, there is an ability to accept up to 15 members; up to two of the members may be County residents. This year seven students expressed interest in serving in this capacity. These are all returning students. Several AYTC members are graduating and a couple are leaving due to heavy competing commitments next year.

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

Rowan Blanche, Kiahna Brennan, Abbie Burns and Tomas Sigtryggson are all graduating this year, we thank them for their contributions and wish them the very best.

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

**COMMUNITY ENGAGEMENT:** Current AYTC members are trying to recruit friends to the council but no new applications have come forward as of this date. A push for recruitment will start again in September.

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

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



**ATTACHMENTS:**

10350-21 Amherst Youth Town Council Policy

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Report prepared by: Sharon Bristol

**TITLE:** AMHERST YOUTH TOWN COUNCIL POLICY  
**SECTION:** EXECUTIVE OFFICE  
**POLICY NO:** 10350-21

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**APPROVAL DATE:** November 27, 2023

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



### **POLICY STATEMENT**

This policy will govern the rules and requirements for the operation of the Youth Town Council.

### **PURPOSE:**

The Amherst Youth Town Council will act as an advisory body to Town Council on those matters within the influence of the Town of Amherst which have an impact on the youth of the Town, regardless of their cultural and religious identity, socio-economic background, intellectual and physical abilities, sexuality or gender. The Amherst Youth Town Council will improve the image of the Town of Amherst by raising the profile of the Town's youth. The Council will create community awareness of youth facilities, youth services, youth organizations and the opportunities and programs they provide.

### **ROLE OF YOUTH COUNCIL:**

1. The Amherst Youth Town Council will identify and bring forward issues which have an impact on the youth of Amherst and, while *indirectly* under the control of the Town of Amherst, may be of sufficient significance to warrant the Town's consideration or support.
  2. The Amherst Youth Town Council shall encourage its members to become more familiar with the workings of local government through education, involvement and participation *in council meetings*.
  3. The Amherst Youth Town Council will, through researching issues and presenting constructive solutions, act as a realistic advocate for the youth of our community.
  4. The Amherst Youth Town Council will endeavor to participate actively in community events and activities, as well as host events they deem fit, in Amherst, and through this involvement, foster a positive image for all young people.
  5. The Amherst Youth Town Council may address, foster discussion, or make recommendations to Town Council on issues that they believe need to be addressed for the benefit of the youth.
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**TITLE: AMHERST YOUTH TOWN COUNCIL POLICY**  
**SECTION: EXECUTIVE OFFICE**  
**POLICY NO: 10350-21**

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**MEMBERSHIP:**

1. The Town of Amherst is an inclusive and equitable organization. We value inclusivity & diversity in all areas of the workplace, including the Amherst Youth Town Council. We encourage membership from members of groups who are typically underrepresented and with historical and/or current barriers to equity.
2. The Council shall appoint members of the Amherst Youth Town Council by resolution.
3. The maximum number of appointees on the Amherst Youth Town Council is 15.
4. Members shall be students attending Amherst schools from grade 7 to 12 with a maximum of three members being residents of the Municipality of the County of Cumberland.
5. The term for citizen youth appointees shall be two years and members may be reappointed to the committee without limitations. Members who do not complete their two-year term may be replaced, with their replacement finishing their term and eligible for reappointment without limitations. Citizen appointee terms shall commence in September of each year.
6. By April of each year, advertisement for expression of interest will be posted using appropriate media to reach youth. Council will appoint members for the new term in June of each year. Members will convene in September of each year.

**MEETINGS:**

1. Meetings will be scheduled by the *Junior Mayor*, in consultation with staff and fellow members. Meetings will be held at an accessible location as determined by the Junior Mayor and Staff.
2. The committee will meet bi-monthly or as required. Each month a member of the Amherst Youth Town Council will attend an Amherst Town Council regular meeting and provide a report on the activities of the month.
3. All meetings are open to the public. If local organizations wish to present to the Amherst Youth Town Council, they must previously inform the elected Junior Mayor of their presentation plans.

**TITLE: AMHERST YOUTH TOWN COUNCIL POLICY**  
**SECTION: EXECUTIVE OFFICE**  
**POLICY NO: 10350-21**

- All meetings of the Amherst Youth Town Council are mandatory. If a member is unable to attend, they are required to notify a member of the executive committee if they are to miss a meeting. If two meetings are missed without regrets sent, the committee will discuss attendance improvement for that individual. If further action is required it will be brought to the Amherst Town Council for review.

**PARTICIPATION ON TOWN COMMITTEES:**

- The Amherst Youth Town Council may, at their discretion, nominate one member to sit on each of the Inclusion, Diversity, and Equity Committee, the Accessibility Advisory Committee and the Poverty Reduction Advisory Committee as a voting member to be appointed by Amherst Town Council. Each appointment will be for a 1 year term.

Position	Responsibilities
Director, Community Living	Work with the AYTC while adhering to the policy; make recommendations to Council on AYTC appointments.
Council	Consider recommendations from the AYTC, appoint members annually.

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved To	Approval Date
Change the number of appointments from 12 to 15, and minor housekeeping amendments.	Director, Community Living, Bristol	Council	September 25, 2023
Ad section to appoint AYTC member to IDE, PRAC and AAC Committees		Council	November 27, 2023

Minutes reference date: 25 May, 2010 24 October, 2011 25 November, 2013 23 October, 2017  
 25 June, 2018 26 April, 2021 25 September 2023 27 November 2023

# **Internal Committee Report**

## **Planning Advisory Committee**

**June 2024**

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The Planning Advisory Committee did not meet in June. The next meeting is scheduled for Tuesday, July 2, 2024 at 4:00 p.m. in Town Hall Council Chambers.

# **Internal Committee Report**

## **Amherst Board of Police Commissioners**

**June 2024**

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The Amherst Board of Police Commissioners met on Tuesday, June 18<sup>th</sup> at 3:00 p.m. in Town Hall Council Chambers.

Chief Pike swore in the newest Board member Caprice Barbour. Details of the Canadian Association of Police Governance (CAPG) 35<sup>th</sup> Annual Conference being held in Halifax August 8-11<sup>th</sup> was discussed, there was a verbal update on the Amherst Police Department's Strategic Plan and the Chief's report was reviewed as included in the agenda package.

The Board's next meeting is scheduled for Tuesday, September 17<sup>th</sup>, 2024 at 3:00 p.m.

# External Committee Report

## Cumberland Public Libraries

### June 2024

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**Auditor’s Report**

Ms. Smith of Jorgensen & Bickerton Chartered Accountants went over the audited statement and answered questions for the Board. The Board passed the 2023-24 auditor’s report.

**Election of Officers**

The Board re-elected Mr. Fawthrop as Chair, and Councilor Black was elected as Treasurer.

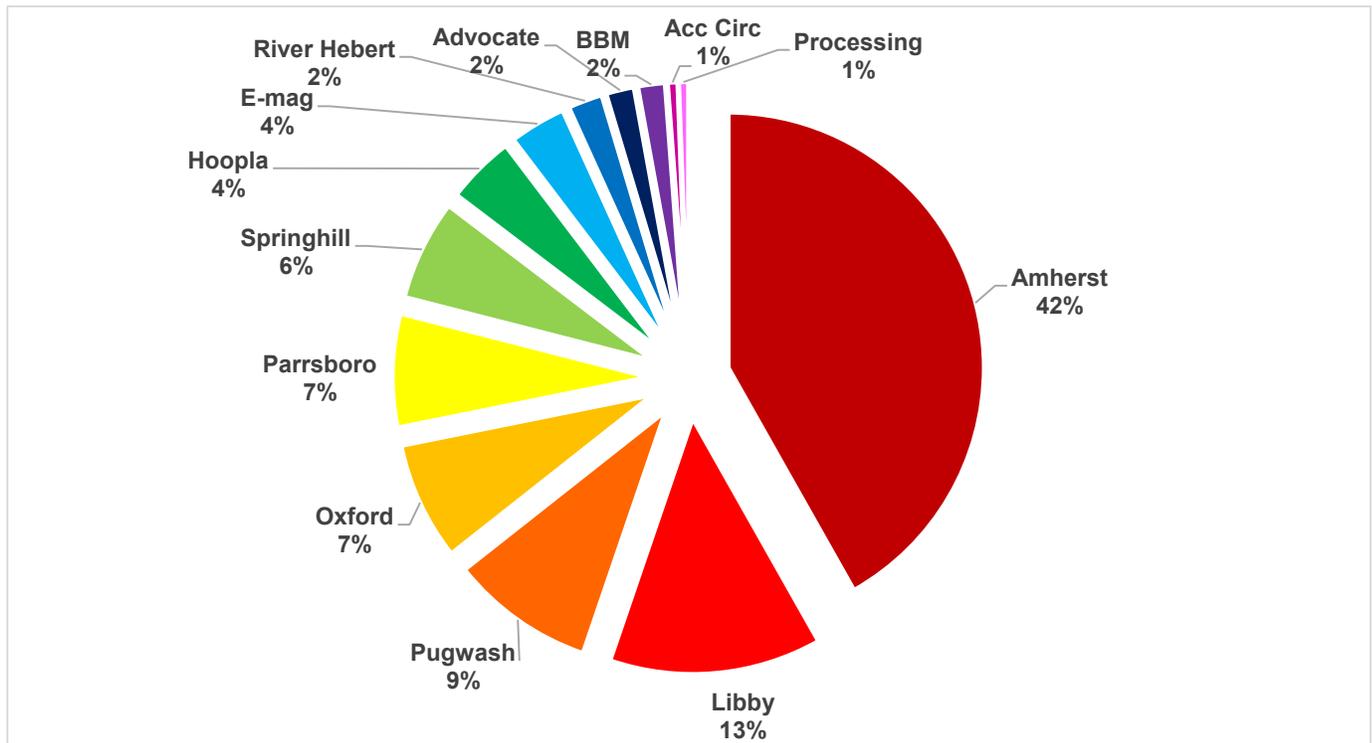
**Community Board Member**

Cumberland Public Libraries is currently seeking applications for a Community Board Member. This individual will have a passion for public libraries and their contribution to the community. They will bring a lived experience in diversity, equity, or inclusion, and foster productive discussion to move the library forward in Cumberland County. CPL Board is currently down to 3 members and is still waiting for 2 provincial representatives to be appointed.

**2023-24 Annual Statistics**

During 2023-24, Cumberland Public Libraries signed out 156,944 items, including books, DVDs, magazines and more, and had over 66,000 visits to our libraries. We had over 7,000 people attend our programs during the year. We also added 1,134 new users to our system this year.

**Percentage of circulation by location**



## Circulation by Location

	April	May	June	July	August	September	October	November	December	January	February	March	Total
Advocate	68	149	163	323	440	164	287	188	221	270	213	257	2,743
Amherst	4,675	5,021	5,299	5,876	6,386	5,280	5,715	5,625	4,790	4,789	6,939	5,237	65,632
Oxford	1,101	1,170	1,044	1,075	980	922	986	1,031	926	843	801	837	11,716
Parrsboro	830	859	936	1,137	1,025	887	954	999	937	960	782	940	11,246
Pugwash	980	987	1,362	1,859	1,953	1,442	1,243	881	836	969	888	935	14,335
River Hebert	286	322	287	279	273	288	314	221	312	256	203	352	3,393
Springhill	958	932	862	1,021	879	844	753	723	701	729	774	783	9,959
BBM	233	218	227	175	228	144	289	233	239	267	195	199	2,647
Processing	50	94	126	95	83	64	50	111	53	64	55	59	904
Libby	1,522	1,432	1,338	1605	4125	1510	1,507	1,469	1,484	1,738	1,596	1,724	21,050
Hoopla	474	428	472	468	558	577	595	595	656	657	718		6,793
E-magazines	105	141	145	130	534	285	518	633	723	786	654	922	5,576
Accessible Circulation	104	109	52	52	81	66	68	60	86	0	158	114	950
<b>Total</b>	<b>11,386</b>	<b>11,862</b>	<b>12,313</b>	<b>14,095</b>	<b>17,545</b>	<b>12,473</b>	<b>13,279</b>	<b>12,769</b>	<b>11,903</b>	<b>12,327</b>	<b>13,915</b>	<b>13,077</b>	<b>156,944</b>
CPL lending to Same Page	3317	3170	3028	2974	3395	3047	3404	3204	3153	2691	2764	3397	37544

The purple line 'CPL lending to Same Page' are items we send out to other regions for their patrons to borrow.

## Programs offered and Attendance by location

Programs	Apr	May	June	July	August	September	October	November	December	January	February	March	Total
Advocate	3	2	2	2	2	1	2	1	3	1	2	3	24
Amherst	12	21	27	18	14	21	19	26	12	19	16	19	224
Oxford	3	2	1	5	3	3	2	2	2	2	1	3	29
Parrsboro	2	3	2	5	3	5	3	3	2	2	2	3	35
Pugwash	10	9	8	17	7	11	15	13	8	11	8	10	127
River Hebert	0	3	3	5	3	2	2	2	3	3	1	3	30
Springhill	8	9	6	9	9	5	14	11	5	12	9	10	107
	<b>38</b>	<b>49</b>	<b>49</b>	<b>61</b>	<b>41</b>	<b>48</b>	<b>57</b>	<b>58</b>	<b>35</b>	<b>50</b>	<b>39</b>	<b>51</b>	<b>576</b>
Attendance													
Advocate	19	32	5	6	22	2	8	8	7	1	6	7	123
Amherst	251	295	626	255	252	213	650	383	219	254	234	291	3923
Oxford	33	11	12	44	40	57	16	10	12	3	3	25	266
Parrsboro	44	12	44	74	84	52	37	26	0	15	27	45	460
Pugwash	72	67	199	811	30	153	110	145	28	105	77	103	1900
River Hebert	0	15	19	11	22	8	6	8	12	12	6	23	142
Springhill	53	79	57	133	57	76	158	78	21	78	63	119	972
	<b>472</b>	<b>511</b>	<b>962</b>	<b>1334</b>	<b>507</b>	<b>561</b>	<b>985</b>	<b>658</b>	<b>299</b>	<b>468</b>	<b>416</b>	<b>613</b>	<b>7786</b>

Next Board meeting September 17, 2024.

# External Committee Report

## Cumberland YMCA

June 2024

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### Membership

Current Members: 1925

Subsidized Members: 350

Current Promo is First Week Free when signing up for a continuous bi-weekly membership.

### Aquatics/Fitness

Town Swim Lesson Registration is ongoing with currently 168 registered, across all 3 sessions.

Session 1 - 59 participants

Session 2 - 57 participants

Session 3 - 52 participants

HFA Summer Programming will begin in July. Offerings will include:

Group Fitness Classes

ToA Lessons

Pugwash Swim Lessons

Lifeguard Services - Big Lake and Camp Tidnish

PiYo in the Park

Youth and Senior Programs / Events - TBD

Summer Students are being hired currently:

- One Recreation Leader
- One Program Leader
- Two Lifeguards

Fitness Instructor Course currently being offered; we have 8 participants.

Bronze Cross Medallion currently being offered; we have 8 participants. (Bronze Cross to follow; NLS to be offered later in the summer).

### Fund Development

#### Give the Gift of Camp

We have raised \$4547.24 to date. We are still waiting to receive the Kent POS donations.

#### Meat Box for A Year

Raised \$2980, the winner was Sharon Smith. She will receive a meat box a month for a year.

#### Kids of Steel Triathlon

Kids of Steel Triathlon was held on May 20 and had 36 kids register and complete the swim, bike, and run event.

#### Fundraising Events Planned for 2024

Peace Week Breakfast/ Lunch- November

Kids Fun Run – October

Trees for Communities- December



# External Committee Report

## Northern Region Solid Waste Resource Committee

June 2024

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### **Northern Region Update**

The Northern Region Solid Waste Resource Committee met on Friday, June 21<sup>st</sup>. Details will be included in the next report to council.

### **Electronics Producer Responsibility for Additional Electronics**

The Electronics Products Recycling Association has expanded their list of products that are accepted for recycling in Nova Scotia. These designated products must now be taken to a drop-off center for recycling (see attached). In Amherst, the drop off locations are Dowe's Concrete and Kent Building Supplies.

Effective June 1, 2024

The following obligated products will be accepted for electronics recycling with EPRA Nova Scotia



### Display Devices

Televisions, monitors and all-in-one, flat panel (LCD, LED and plasma) and rear projection.



### Desktop Computers

Desktop computers (including those acting as servers) and all bundled keyboards, mice, cables and internal components.



### Portable Computers

Includes portable computers such as laptops, netbooks, notebooks and tablets.



### Computer Peripherals

Includes both wired and wireless manual input devices such as keyboards, mice and trackballs.



### Vehicle Audio/Video Systems (aftermarket)

Includes amplifiers, equalizers, speakers and audio/video components.



### Home Theatre In-A-Box (HTB) Systems

Includes pre-packaged disc player/speaker/amplifier systems for use with video or television display to create a home theatre experience.



### Home Audio/Video Systems

Includes VCR, DVD and CD players, digital cable and satellite equipment, speakers, amplifiers, receivers, data projectors and similar audio/video systems.



### External Storage Drives & Modems

External hard drives, including home media network hard drives and external optical disk drives as well as network-attached storage devices (NAS), external CD-ROM, DVD and Blu-ray drives.



### Desktop & Portable Scanners

Includes optical document/image scanning devices that reside on a desktop and portable devices. Including scanners but not limited to business card, cheque, photo negative, ID card as well as portable pen scanners.



### Global Positioning System (GPS) Personal Portable & Vehicle (aftermarket)

GPS devices both for personal portable use (sports, leisure etc.) as well as aftermarket systems designed for use in a vehicle.



### Desktop Printers/Multi-Function Devices

Printers designed to reside on a work surface, including laser and LED, ink jet, dot matrix, thermal, dye sublimation and "multi-function" copy, scan, fax and print devices. Stand-alone desktop scanners and fax machines are also included in this category.



### Personal/Portable Audio/Video Systems

Includes docking speakers, portable stereos, portable CD players, portable audio recorders, tape/radio players, headphones, digital media (MP3) players, voice recorders, digital cameras and video cameras.



### Air-Treatment Appliances (Air Conditioners not included)

Includes portable fans with plug, air purifiers, heaters, corded aromatherapy diffusers and humidifiers. Does not include air conditioners.



### Personal Care Appliances

Includes hair cutting and drying appliances, tooth care appliances, shavers and massagers.



### Devices for Measuring Time & Weight Scales

Including alarm clocks and wall clocks, timers, bathroom scales, food scales and luggage scales.



### Floor or Carpet Care Appliances

Includes floor vacuums, carpet cleaners, robotic vacuums, handheld vacuums and stick vacuums.



### Phones (Telephones, Cellular & Smart Phone Devices, Pagers)

Includes corded and cordless telephones, as well as telephone answering machines; cellular phones, including those offering camera, video recording and/or audio functions; smartphones (cell-enabled); cell-enabled PDAs utilizing touch-screen technology; cell-enabled handheld devices.



### Electronic Readers & Video Game Devices (Consoles, Handheld Devices & Controllers)

Includes personal and portable devices designed primarily for reading digital e-books and periodicals; gaming consoles; handheld gaming devices as well as game controllers and both wired and wireless joysticks.



### Appliances & Microwave Ovens for Countertop Cooking

Includes countertop microwave ovens, toasters, toaster ovens, fryers, hot plates, bread makers, induction cookers, pressure cookers, waffle irons, coffee makers, espresso makers and kettles, blenders, mixers, food processors, coffee grinders, juice extractors, food dehydrators, devices for cutting food items, and devices for opening or sealing containers or packages. Please note built-in or over-the-range microwave ovens and microwave/range hood combinations are excluded from the program.



### Garment Care Appliances

Includes irons and steam cleaners.

# External Committee Report

## L.A. Animal Shelter

**June 2024**

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Construction has begun on our new building. Last week the roof trusses were installed and they started sheeting the outside of the building!

The annual yard sale was held on June 22, 2024. Other fundraisers include our Canada Day Lotto tree and Cabana raffle.

# External Committee Report

## Cumberland Homelessness and Housing Association

June 2024

Milestones	
Individual Meals Served	17,292 May 2023-June 2024
Individuals Housed	20 Individuals housed from May 2023-June 2024
Individuals Entering Treatment	Individuals accessed treatment programs 31 times between May 2023-June 2024

### **Site and Property Management:**

- Funds have been secured to install a backyard fence. A Town of Amherst Community Support Grant will be applied to this expense.
- CHHSA has a new waste management provider, Miller Waste Management.
- We have budgeted for backyard renovations and a shed as well as landscaping, including building 2 raised garden beds and 2 picnic tables for our tenants.
- All cameras have now been installed and are operating.

### **Organizational Development:**

- Annual budget was approved in April resulting in a small surplus. Executive Director position is fully funded for 2024-2025 fiscal.
- Tenant insurance was purchased in advance of occupancy.
- A nurse practitioner is onsite every Friday afternoon. This has been a successful partnership. Guests are being seen and have been receiving care.
- Mental Health & Addictions continue to come weekly. CANSA will be visiting once a week.
- Community Credit Union has included CHHSA in their 1\$ for every vote campaign.
- Case Management and Tenant support have been received well by all parties.
- Tenants signed a 3-month fixed-term lease agreement.
- VON has come to do a meet and greet with clients and are prepared to come and offer services.
- YMCA and CHHSA meet weekly to discuss mutual clients and how to best support and case manage them together.
- 

### **Health & Safety Management:**

- We have had 6 incidents involving APD or EHS.
- We have had 0 incident involving staff.
- We have 1 service restriction that is indefinite and has resulted in multiple charges laid.

### **Operations Management:**

- 1552 Meals served in May
- 40 Unique individuals accessing services.
- 10 guests staying overnight.
- 3 guests entered a treatment facility.
- 8 guests housed – 6 with CHHSA and 2 in the private market.
- All guests identified as being from Cumberland County.

### **Public Awareness, Partnerships/Committees, Special Events:**

- Staff are working on ideas for better neighbourhood engagement. We will have local restaurant owners provide cooking classes, information sessions and recipe interpretations for tenants and individuals in the community who are experiencing housing and food insecurity. We have participated in street outreach and have gone door to door to meet with neighbours and community members to provide support and education.
- Terms of Reference have been drafted for the Homelessness and Housing Opportunities and Partner Education (HOPE) committee, where Aiden and the Executive Director are Co-chairs. We set objectives and will present the initial steps at the Cumberland Partners meeting. We met in June to discuss the findings from the previous meeting. CHHSA will receive the report we present to Cumberland Partners.
- PRAC Committee meetings have been productive. We are working on multiple ideas for poverty reduction in our community. The Executive Director facilitated The Human Face of Poverty: The Stigma and Biases of Marginalized Communities portion of ARHS's Social Justice Day in May.
- We have had offers from community members and organizations to assist us with our gardens and landscaping. This will be in conjunction with our guests and tenants.
- CHHSA Executive Director provided stigma, harm reduction and naloxone training in partnership with the Town of Amherst at the CCUBIC. It was well received and the Executive Director has been asked to participate again for further sessions.

### **Board-Executive Director Relations:**

CHHSA Chair and Executive Director continue to meet weekly. A new strategic plan is under development.