

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: September 25, 2023
Time: 6:00 pm
Location: Council Chambers, Town Hall

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

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

Staff Absent Sarah Wilson, Director, Finance

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/MINUTES

3.1 Approval of the Agenda
 Moved By Councillor Emery
 Seconded By Councillor Baker
 To approve the agenda as circulated.

Motion Carried

3.2 Approval of Minutes

3.2.1 June 26, 2023 Regular Council
 Moved By Councillor Fawthrop
 Seconded By Councillor Davidson
 To approve the minutes of the June 26, 2023 regular meeting of Council as circulated.

Motion Carried

3.2.2 July 5, 2023 Special Council
 Moved By Councillor Fawthrop
 Seconded By Councillor Davidson
 To approve the minutes of the July 5, 2023 special meeting of Council as circulated.

Motion Carried

3.2.3 July 12, 2023 Public Hearing
 Moved By Deputy Mayor Landry
 Seconded By Councillor Emery
 To approve the minutes of the July 12, 2023 Public Hearing as circulated.

Motion Carried

3.2.4 July 26, 2023 Special Council

Moved By Councillor Fawthrop

Seconded By Councillor Davidson

To approve the minutes of the July 26, 2023 special meeting of Council as circulated.

Motion Carried

4. REQUESTS FOR DECISION

4.1 106 Church Street Development Agreement Second Reading

Councillor Baker did not vote on this item as he was not in attendance at the Public Hearing.

Moved By Deputy Mayor Landry

Seconded By Councillor Chambers

That Council give Second Reading of the development agreement for 106 Church Street to allow a change of use to a clay studio.

Motion Carried

Case No: DA-2023-XX

This Agreement made this _____ Day of _____ 2023.

Between:

WILLARD LEECK & LESLIE SADLER (owner of property located at 106 Church Street, Amherst [PID 25013871], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy GP-11 of the Municipal Planning Strategy of the Town of Amherst, to operate a clay studio on property located at 106 Church Street (PID 25013871).

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an Agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the ____th Day of _____ 2023, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the Development Agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid Land in the Town of Amherst, hereinafter called the "Land". The aforesaid Land is the only land in the Town of Amherst to which this Agreement applies, and the Land is illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may operate a clay studio on the said lands, subject to the following Schedule A, attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.
- 8) Uses permitted as-of-right in the R-1 Residential Zone, as may be amended from time to time, are permitted on the property pursuant to the requirements of the said zone.
- 9) The following matters are considered not substantive as per Section 227 (3) (a) of the *Municipal Government Act*:
 - a. The hours of operation as indicated in Schedule A.
 - b. The number of employees as indicated in Schedule A.
 - c. The type of use as indicated in Schedule A.

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST_____
David Kogon MD, Mayor_____
Jason MacDonald, MCIP, LPP, CAO**FOR THE OWNER**_____
Leslie Sadler_____
Willard Leeck**Schedule A****106 Church Street Amherst**

Terms and Conditions:

1. Use of the property shall be limited to a clay studio defined as the creation and finishing of ceramics, stoneware and porcelain objects. Other uses related to the clay studio may include instructional classes and the storage, presentation and sale of materials and finished pottery objects.
2. A maximum of 5 people may be employed on the property.
3. The hours of operation, including shipping and receiving, shall be limited to between 7:00 a.m. and 10:00 p.m.
4. No outdoor storage, including but not limited to materials and equipment, shall be permitted on the Lands other than that required to comply with the Town of Amherst Solid Waste Bylaw.
5. The exterior of the building shall be maintained in a manner appropriate for the surrounding residential neighbourhood.
6. No accessory buildings are permitted on the Land and no expansions to the existing building are permitted except mechanical equipment or expansions required for barrier-free access.
7. **Except where required to meet barrier-free access requirements, Customer access to the building shall be limited to the side of the building that faces directly onto a street. Where barrier-free access is proposed at the rear of the building, the Owner shall demonstrate to the satisfaction of the Development Officer that no other reasonable option exists to provide such access.**
8. Operation of the clay studio shall conform to the Nova Scotia Occupational Health and Safety Act and regulations.
9. Any ventilation and or exhaust to the exterior of the building shall be located on the roof or street-facing walls of the building, and shall not emit any undue noise, odour, fumes, or particulate matter that would not otherwise be present in a typical residential neighbourhood.
10. **This agreement does not supersede or allow impedance of the right-of-way that exists across the rear property line on the Lands from Belmont Street to access the property at 108 Church Street (PID 25013897). The right-of-way is 18 feet wide along Belmont Street and 28 feet wide along the property line shared with 106 and 108 Church Street.**
11. Other than by the Owner, parking by pottery studio staff or customers shall not be permitted on private property adjacent to 106 Church Street, including 1 Belmont Street.
12. The Owner shall keep the Land and building and any portion thereof clean and in good repair. All elements of the development on the Land shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
13. The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
14. Storm water runoff on the south east side of the roof shall be channeled directly into the municipal storm water system.
15. Signage shall be limited to a maximum of one sign affixed to the building wall along Church and Belmont Street and one projecting sign. All such signs shall be a maximum of 1.2 square metres in area. Signs that pertain to parking or functioning of the building shall be permitted.
16. Signage shall be posted at the rear of the building indicating no customer parking is permitted and any parking shall not block the right-of-way.

4.2 Electric Street Development Agreement Second Reading

Councillor Baker did not vote on this item as he was not in attendance at the Public Hearing.

Moved By Councillor Davidson

Seconded By Councillor Fawthrop

That Council give Second Reading of the attached Development Agreement for Electric Street (PIDs: 25508698, 25005430 and 25033747) that would permit a 3-story, 24-unit apartment building.

Motion Carried

Case No: DA-2023-XX

This Agreement made this _____ Day of _____ 2023.

Between:

CASEY REALTY LIMITED (owner of three abutting properties along Electric Street, Amherst [PIDs: 25508698, 25005430 and 25033747], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP-15 of the Municipal Planning Strategy of the Town of Amherst, to construct a 3-story, 24-unit apartment building on three abutting properties along Electric Street (PIDs: 25508698, 25005430 and 25033747 respectively).

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an Agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the ____th Day of _____ 2023, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Property Location Map
- (c) Schedule 'C' - Site Plan
- (d) Schedule 'D' - Building Elevations

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the Development Agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid Land in the Town of Amherst, hereinafter called the "Land". The aforesaid Land is the only land in the Town of Amherst to which this Agreement applies, and the Land is illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct a maximum of a 24-unit, 3-level apartment building on the said Land, subject to Schedules A, B, C, and D attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD, Mayor

Jason MacDonald, MCIP, LPP, CAO

FOR THE OWNER

Schedule A PID 25508698, 25005430 and 25033747, Electric Street, Amherst

Terms and Conditions:

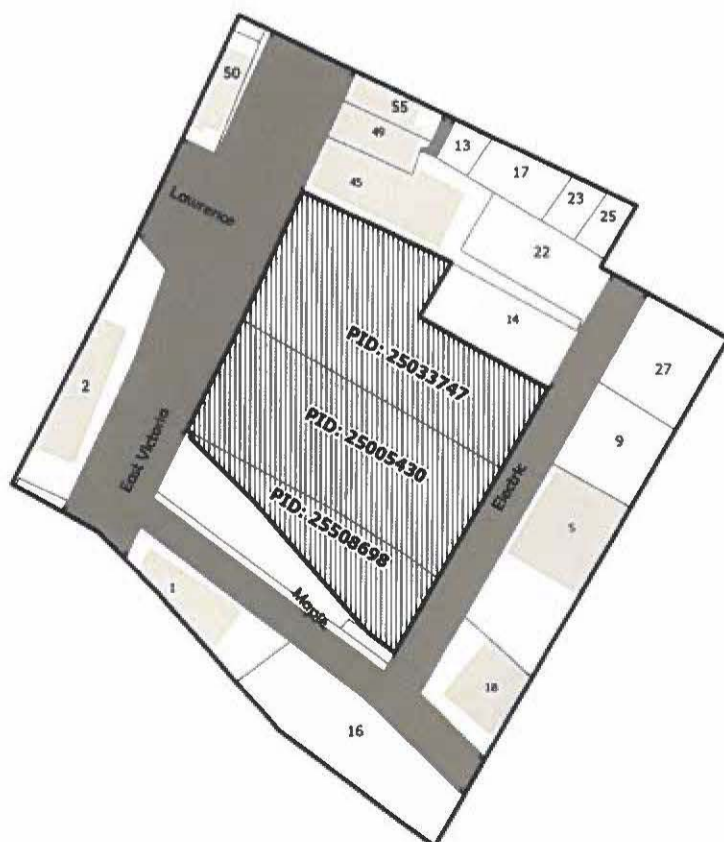
17. USE OF LAND AND BUILDINGS

18. The use of the properties shall be limited to a 24-unit, 3-level apartment building in the general location as shown on Schedule 'C'. Other commercial uses are permitted, subject to compliance with the Amherst Land Use Bylaw.
19. A minimum of 48 parking spaces shall be provided on the Land and shall be generally configured as shown on Schedule 'C'.
- 1.4 Accessory buildings may be permitted on the Land in accordance with the *Town of Amherst Land Use Bylaw* and shall not be considered a substantial change to this agreement.
- 1.5 The building shall generally conform to the designs shown on Schedule 'C' and 'D'. Variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial changes to this agreement.
- 1.6 The Owner shall be responsible for landscaping unpaved areas and maintenance on the Land.
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.
- 1.8 Paving of the driveways and parking areas shall be completed for the facility within twelve (12) months from the date an Occupancy Permit is issued.

2.0 GENERAL REQUIREMENTS

- 2.1 The Owner shall keep the Land, building and any portion thereof clean and in good repair. All elements of the development on the Land shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.3 Solid waste management shall be in conformance with the *Town of Amherst Solid Waste Bylaw*.
- 2.4 The Owner shall be responsible for storm water management during and after construction.
- 2.5 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste.

Schedule B



4.3 Lot 22-2 Prince Arthur Street Development Agreement Second Reading

Councillor Baker did not vote on this item as he was not in attendance at the Public Hearing.

Moved By Councillor Chambers

Seconded By Councillor Emery

That Council give Second Reading of the Development Agreement for Lot 22-2 Prince Arthur Street (PID: 25514563) to permit the construction of a 24-unit apartment building.

Motion Carried

Case No: DA-2023-XX

This Agreement made this _____ Day of _____ 2023.

Between:

CASEY REALTY LIMITED (owner of Lot 22-2 Prince Arthur Street, Amherst [PID: 25514563], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP-15 of the Municipal Planning Strategy of the Town of Amherst, to construct a 3-story, 24-unit apartment building on three abutting properties along Prince Arthur Street (PID: 25514563).

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an Agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the ____th Day of _____ 2023, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

- (e) Schedule 'A' - Terms and Conditions
- (f) Schedule 'B' - Property Location Map
- (g) Schedule 'C' - Site Plan
- (h) Schedule 'D' - Building Elevations

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the Development Agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid Land in the Town of Amherst, hereinafter called the "Land". The aforesaid Land is the only land in the Town of Amherst to which this Agreement applies, and the Land is illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct a maximum of a 24-unit, 3-level apartment building on the said Land, subject to Schedules A, B, C, and D attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD, Mayor

Jason MacDonald, MCIP, LPP, CAO

FOR THE OWNER

Schedule A Lot 22-2, PID 25514563, Prince Arthur Street, Amherst

Terms and Conditions:

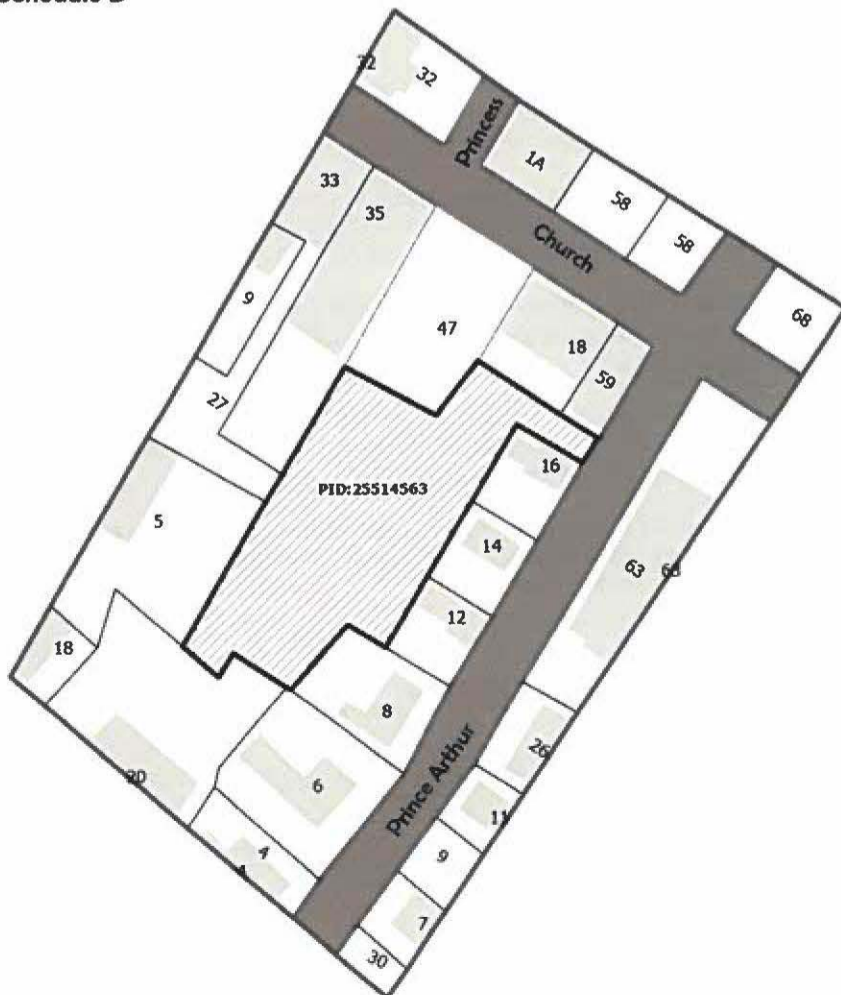
20. USE OF LAND AND BUILDINGS

- 21. The use of the property shall be limited to a 24-unit, 3-level apartment building in the general location as shown on Schedule 'C'.
- 22. A minimum of 46 parking spaces shall be provided on the Land and shall be generally configured as shown on Schedule 'C'.
- 1.4 Accessory buildings may be permitted on the Land in accordance with the *Town of Amherst Land Use Bylaw* and shall not be considered a substantial change to this agreement.
- 1.5 The building shall generally conform to the designs shown on Schedule 'C' and 'D'. Variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.6 The Owners shall be responsible for landscaping unpaved areas and maintenance on the Land.
- 1.7 The Owner shall install a fence along the property line that abuts properties fronting on Prince Arthur.
- 1.8 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.
- 1.9 Paving of the driveways and parking areas shall be completed for the facility within twelve (12) months from the date an Occupancy Permit is issued.

2.0 GENERAL REQUIREMENTS

- 2.1 The Owner shall keep the Land, building and any portion thereof clean and in good repair. All elements of the development on the Land shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.3 Solid waste management shall be in conformance with the *Town of Amherst Solid Waste Bylaw*.
- 2.4 The Owner shall be responsible for storm water management during and after construction.
- 2.5 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste.

Schedule B



4.4 Audited Financial Statements**Moved By Councillor Baker****Seconded By Councillor Davidson****That Council accept the recommendation of the Audit Committee:****approving the Town of Amherst Consolidated Financial Statements for the year ended March 31, 2023, which have been audited by the firm Mclsaac Darragh Inc.****Motion Carried****4.5 Adjustment to Capital Budget Funding****Moved By Councillor Emery****Seconded By Deputy Mayor Landry****That Council approve of the following changes to the funding for the 2022/23 Water and General Capital Budget:**

1. **Approval of the increase of Water Operating capital from revenue from \$40,000 to \$103,000;**
2. **Approval of the increase of General Operating capital from revenue from \$575,000 to \$595,149.16; and**
3. **Approval of the increase of Sewer Operating capital from revenue from \$15,000 to \$56,992.08.**

Motion Carried**4.6 Transfer from Reserves to General Operating****Moved By Councillor Chambers****Seconded By Councillor Fawthrop****That Council approve of the following transfer from the Operating Reserve to General Operating:**

- **Withdraw from the Operating Reserve – Reserve for Solid Waste of \$19,427.67 to fund the deficit in the Solid Waste department for the 2022/23 fiscal year.**

Motion Carried**4.7 Amherst Youth Town Council Policy Amendments****Moved By Councillor Davidson****Seconded By Councillor Chambers****That Council approve of the amendments to the Amherst Youth Town Council Policy as presented.****Motion Carried**

TITLE: AMHERST YOUTH TOWN COUNCIL POLICY
SECTION: EXECUTIVE OFFICE
POLICY NO: 10350-20

APPROVAL DATE: _____ **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 COMMITTEE 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.

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 42 **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.** ~~residents.~~
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. ~~Generally, meetings will commence at 3:05pm at an accessible location.~~ **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.
4. ~~All members 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.**

Title/Role	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 By	Approval Date
Change the number of appointments from 12 to 15, and minor housekeeping amendments.	Director, Community Living, Bristol	Council	

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

4.8 Amherst Youth Town Council Appointments

**Moved By Councillor Fawthrop
 Seconded By Councillor Emery
 That Council appoint Peter Sigtryggsson and Tomas Sigtryggsson to the Amherst Youth Town Council.**

Motion Carried

4.9 Salary Administration Policy Amendments

**Moved By Deputy Mayor Landry
 Seconded By Councillor Davidson
 That Council approve of the amendments to the Salary Administration Policy as presented.**

Motion Carried

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

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

PURPOSE

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

POLICY STATEMENT

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

OBJECTIVES

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

DEFINITION OF TERMS

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

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

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

Overall Market Review - A review of the appropriateness of the Job Category Listing (Appendix C) and the Salary Grid (Appendix C-1). The review shall include a survey of the market value of similar positions.

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

SALARY GRID:

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

New Positions: Recommendations for placement on the Job Category Listing shall be prepared by the Chief Administrative Officer and forwarded to Council for approval.

STEP ADJUSTMENTS

Step adjustments shall be made only when:

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

Upon completion of a satisfactory annual evaluation, the employee may be moved to the next step on the salary grid within his or her category. All step movements must be approved by the CAO.

An employee in Step 8 in a year in which there is no overall market review shall receive a bonus equal to salary times CPI for the immediately preceding calendar year. This amount will be separate and not added to the base salary.

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

TRAVEL VEHICLE ALLOWANCES:

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

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

LUNCH BREAKS:

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

PERFORMANCE EVALUATION:

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

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

SCOPE OF RESPONSIBILITY:

The Town Council shall:

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

The Chief Administrative Officer shall:

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

The Director Shall:

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

APPENDIX A
January 1, 2019

Town of Amherst
Salary Grid

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

APPENDIX A-1
April 1, 2022

Salary Grid
Other Non-Union Positions

Job Level
Chief of Police
Deputy Chief of Police

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

APPENDIX B
October 1, 2023

Town of Amherst
Hourly Rate Grid – Casual

Job Title	Hourly Rate				
	Step 1	Step 2	Step 3	Step 4	Step 5
Casual Firefighter	17.27	17.55	17.86	18.17	18.46
Jail Guards	17.27	17.55	17.86	18.17	18.46
Canine Control Officer	15.13	15.64	16.16	16.68	17.28
School Crossing Guards	15.13	15.64	16.16	16.68	17.28
Ice Marshall	15.07	15.55	16.08	16.59	17.18
Other	Provincial Minimum Wage				
New Student	Provincial Minimum Wage				
Returning Student	Provincial Minimum Wage + \$1.00/hour				
Professional Student*	Provincial Minimum Wage + \$3.00/hour				

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

APPENDIX C JOB CATEGORIES

Category	Position
8	Director, Community Living
	Director, Communications and Information Technology
	Director, Finance
	Director, Fire Services
	Director, HR & Customer Services
	Director, Operations
	Director, Planning and Strategic Initiatives
7	Engineering Technologist
	Public Works Foreman
6	Building Official
	Business Development Officer
	Community Well-Being Manager
	Engineering Technician
	Facility Manager
	IT Manager
	Land Use Planner
	Municipal Clerk
	Parks & Recreation Foreman
	Solid Waste Education and Coordination Officer
5	Exec Asst/Dispatch Coordinator
	Fire Inspector
4	Accounting Clerk/Accounts Payable
	Corporate Communications Officer (CCO)
	Dangerous and Unightly Premises Administrator
	Fire Fighter
	HR Administrator
	Procurement Coordinator
	Revenue Officer
3	Active Living Coordinator
	Administrative Assistant – Clerk's Office
	Bylaw Enforcement Officer
	Cashier/Customer Service
	Crime Prevention Coordinator
	Culture, Community Events & Marketing Coordinator
	Dispatcher
	IT Coordinator
	Water/Sewer Billing Clerk
2	Criminal Records Checks
1	Vacant

APPENDIX C-1

September 28, 2022

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8	87,814	89,656	91,502	93,346	95,189	97,034	98,878	100,722
7	72,585	73,652	74,719	75,786	76,854	77,921	78,988	80,055
6	60,481	62,314	64,148	65,981	67,814	69,647	71,481	73,314
5	53,620	55,078	56,535	57,992	59,449	60,906	62,363	63,820
4	52,037	53,357	54,676	55,996	57,315	58,635	59,954	61,273
3	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114
2	40,247	41,252	42,256	43,260	44,264	45,269	46,272	47,277
1	37,566	38,452	39,339	40,226	41,112	41,999	42,886	43,772

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Chief Administrative Officer	As indicated under "Scope of Responsibility"
Directors and Managers	As indicated under "Scope of Responsibility"

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
1. NS minimum wage updates; 2. Position name changes: Municipal Clerk, Dir. Corp. Communications + Info Technology, removal of GIS Coordinator, addition of Engineering Technician	Crossman: Director, HR and Customer Services	Council	March 27, 2023
Appendix B – amendment to the pay structure for student hourly rate of pay.	Director of HR & Customer Services	Council	April 24, 2023
NS minimum wage updates	Director of HR & Customer Services	Council	

MINUTES REFERENCE DATE

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

4.10 Community Support Grants

Councillor Emery declared a conflict of interest and removed herself from the table for the discussion and vote on this item.

Moved By Councillor Davidson

Seconded By Deputy Mayor Landry

That Council approve of funding in the amount of \$7,000 under the Community Support Grants Policy as follows:

Amherst Downtown Business Association - \$3,000.00 Esther Fest activities

Cumberland County Museum - \$4,000.00 modular walls for displays

Conflict (1): Councillor Emery
Motion Carried

5. INFORMATION ITEM**5.1 FCM Conference Report**

Information item only; no direction given or action required.

6. INTERNAL COMMITTEE REPORTS**6.1 Planning Advisory Committee - No Report****6.2 Amherst Board of Police Commissioners - No Report****6.3 Audit Committee**

Information item only; no direction given or action required.

6.4 Amherst Youth Town Council - No Report**6.5 Accessibility Advisory Committee**

Information item only; no direction given or action required.

6.6 Inclusion Diversity and Equity Committee

Information item only; no direction given or action required.

6.7 Poverty Reduction Advisory Committee

Information item only; no direction given or action required.

7. EXTERNAL COMMITTEE REPORTS**7.1 Cumberland Public Libraries**

Information item only; no direction given or action required.

7.2 Cumberland YMCA

Information item only; no direction given or action required.

7.3 Northern Region Solid Waste Management

Information item only; no direction given or action required.

7.4 L. A. Animal Shelter

Information item only; no direction given or action required.

7.5 Senior Safety

Information item only; no direction given or action required.

7.6 Municipal Alcohol Project

Information item only; no direction given or action required.

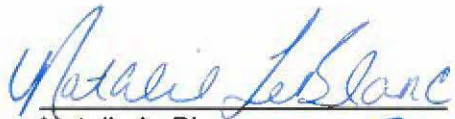
8. ADJOURNMENT

Moved By Deputy Mayor Landry

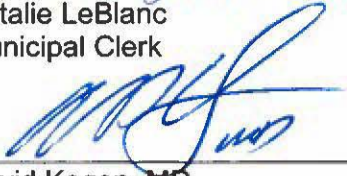
Seconded By Councillor Chambers

To adjourn the meeting.

Motion Carried



Natalie LeBlanc
Municipal Clerk



David Kogon, MD
Mayor

