

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: November 27, 2023
Time: 6:00 pm
Location: Council Chambers, Town Hall

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

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

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 Deputy Mayor Fawthrop

To approve the agenda as circulated.

Motion Carried

3.2 Approval of Minutes

3.2.1 October 30, 2023 Regular Council

Moved By Councillor Baker

Seconded By Councillor Chambers

To approve the minutes of the October 30, 2023 regular meeting as included in the agenda package.

Motion Carried

4. REQUESTS FOR DECISION

4.1 105 South Albion Street Development Agreement Second Reading-

As Councillor Baker and Councillor Emery were not in attendance at the Public Hearing for this item, they were unable to vote on the motion.

Moved By Councillor Davidson

Seconded By Councillor Landry

That Council give Second Reading to the development agreement for 105 South Albion Street to allow the construction of a residential community consisting of two, 5-unit townhouses and two apartment buildings with 48 and 128 units.

Motion Carried

Case No: DA-2023-XX

This Agreement made this _____ Day of _____ 2023.
Between:

Black Bay Real Estate Group (owner of 105 South Albion Street, 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 RP-9 of the Municipal Planning Strategy of the Town of Amherst, to construct two, 5-unit townhouses, one, 128-unit apartment building, and one, 48-unit apartment building at 105 South Albion Street (formerly known as Blaine Street), as shown on Schedule B.

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 ____ Day of _____ 2023, approved 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 two, 5-unit townhouses and two apartment buildings, including one 8-story, 128-unit building and one 4-story 48-unit building on 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

Adam Barrett, President
Black Bay Real Estate Group

Terms and Conditions:

1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the property shall be limited to two, 5-unit townhouses and two apartment buildings, including one 8-story, 128-unit building and one 4-story 48-unit building in the general location as shown on Schedule 'C'.
- 1.2 A minimum of 203 parking spaces, including 81 surface parking, 112 underground and 10 garage parking spaces shall be provided on the Land and shall be generally configured as shown and explained 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 all elements of the Site Plan on the Land generally in accordance with Schedule 'C'. Variations to the Site Plan elements may be permitted, to the satisfaction of the Development Officer and shall not be considered substantial changes to this agreement.
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment areas.
- 1.8 Paving of the driveways and parking areas shall be completed for the associated building within twelve (12) months from the date an Occupancy Permit is issued.
- 1.9 The Owner shall be responsible for constructing the access to the site will have the option to construct a public street, subject to conformance with the Amherst Subdivision Bylaw requirements.
- 1.10 The Owner shall be responsible for any changes to the location and configuration of access and parking that is required to accommodate access for emergency vehicles, to the satisfaction of the Development Officer and the authority having jurisdiction. Such changes shall not be considered substantial to this agreement.

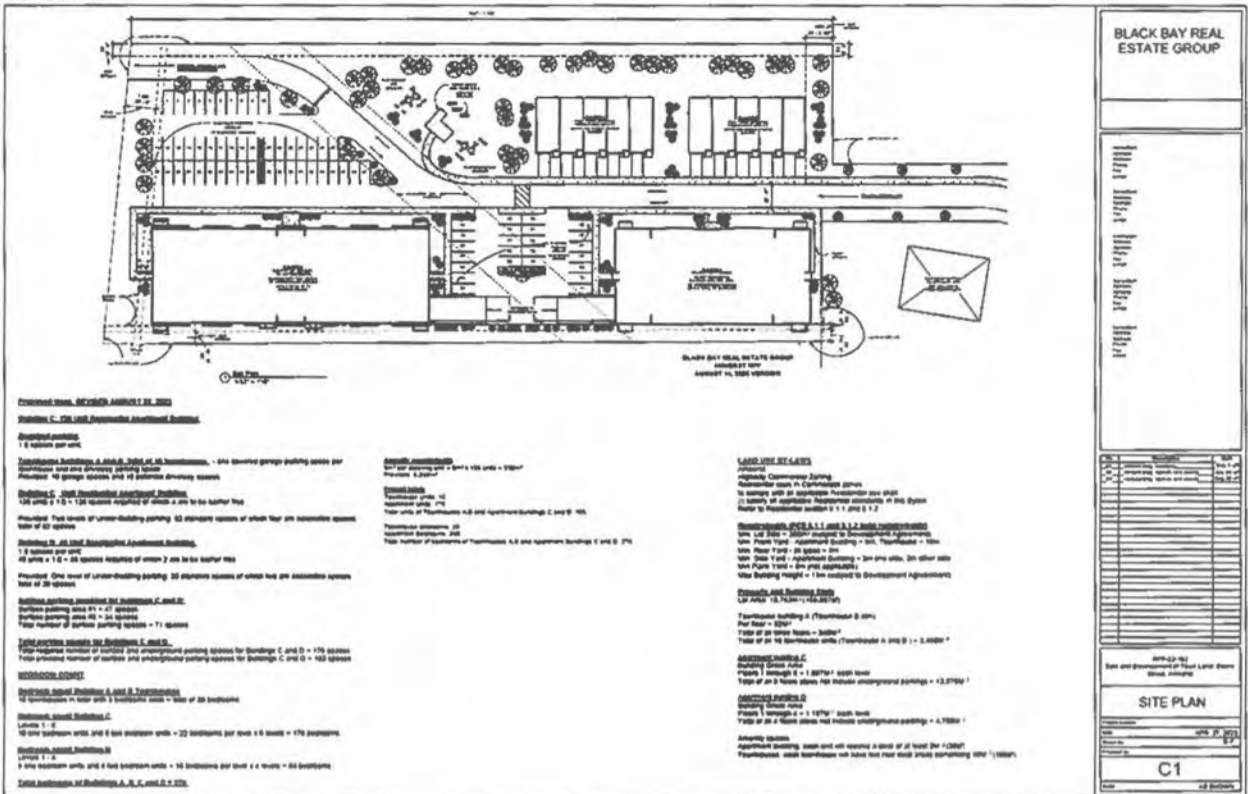
2.0 GENERAL REQUIREMENTS

- 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 submit a storm water management plan to satisfaction of the Development Officer and 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 and taking all reasonable measures to minimize dust on an ongoing basis during construction.

Schedule "B"



Schedule "C"



Schedule "D"

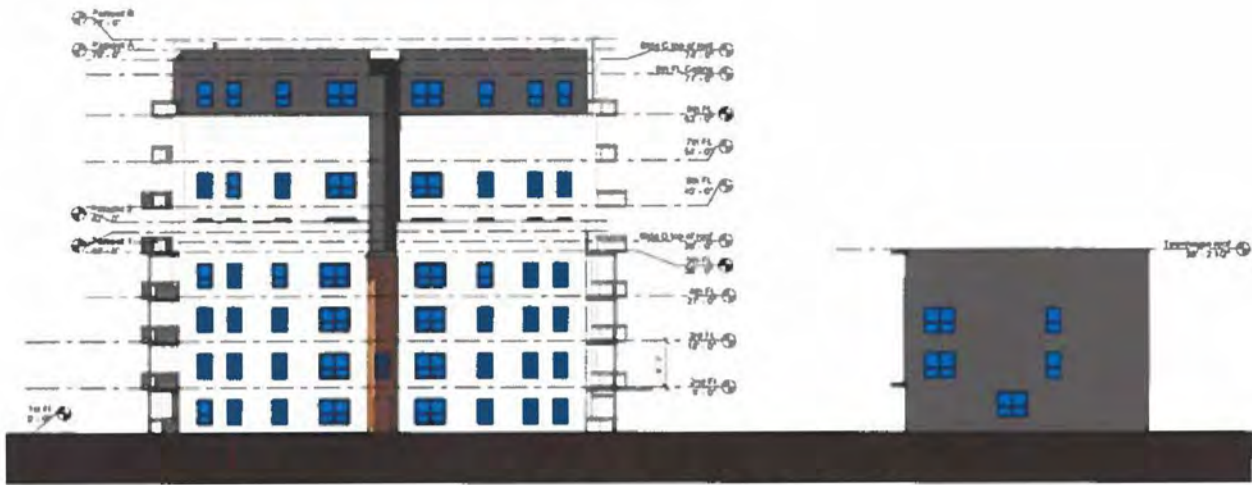


1 North
 3/32" = 1'-0"



2 South
 3/32" = 1'-0"







**4.2 Companion Animal By-law Amendments Second Reading
Moved By Councillor Chambers
Seconded By Councillor Baker
That Council give Second Reading of the By-law to Amend the Companion
Animal By-law.**

Motion Carried

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

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

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

INTERPRETATION

2. In this By-law, unless the context otherwise requires:
- a. **"Animal Control Officer"** or **"ACO"** means the person designated by the Chief of Police to be the by-law enforcement officer for this by-law. An officer of the Amherst Police Department may destroy a dangerous dog where the circumstances call for that action in the normal course of carrying out the Officer's duties;
 - b. **"Accredited Training"** means a certificate from Assistance Dogs International or the International Guide Dog Federation. A dog that has not been trained by an accredited training school may be accredited if the handler and the dog pass a service dog assessment administered by an accredited organization;
 - c. **"At Large"** means being elsewhere than on the lands, premises owned or occupied by the dog owner and not on a leash;
 - d. **"Attack"** means an assault resulting in bleeding, bone breakage, sprains or serious bruising;
 - e. **"Bite"** means a wound to the skin causing it to puncture or break;
 - f. **"Cat"** means a male or female animal of the species feline;
 - g. **"Companion Animal"** means a domestic cat or dog;
 - h. **"Continuous Restraint and Control"** means the dog is on a leash controlled by a person of sufficient size and strength to completely restrain and control the dog;
 - i. **"Council"** means the Municipal Council of the Town of Amherst;
 - j. **"Dangerous Dog"** means a dog which:
 - i. Attacks or demonstrates a propensity, tendency or disposition to attack a human being or animal either on public or private property;
 - ii. Has caused injury to or otherwise endangered the safety of a human being or animal;
 - iii. Is owned or harbored primarily or in part for the purpose of dog fighting or is trained for dog fighting;
 - iv. Is a dog for which a muzzle order has been made.
 - k. **"Dog"** means a male or female animal of the species canine over the age of sixteen (16) weeks;
 - l. **"Dog License"** means a license for a dog for the current licensing year that has been paid for and that has been issued by the Town or an assignee of the Town;
 - m. **"Dog Owner"** means any person:
 - i. whose name appears on a dog license;
 - ii. who is in possession of a dog;
 - iii. who has the care, custody or control of a dog; or

- iv. who possesses, harbors or allows a dog to remain about a house, land or premises owned or occupied by that person.
- n. **“Extraordinary expense”** means any expense incurred in relation to an animal except for the provision of food and water;
- o. **“Impounded”** means seized and delivered into the pound or in the custody of the poundkeeper;
- p. **“Kennel”** means a licensed enterprise dealing with the breeding, buying, selling or boarding of dogs;
- q. **“Licensed Dog”** means a dog that is wearing, either on its collar or harness, a metal tag on which is stamped figures corresponding to a dog license for that specific dog;
- r. **“Licensing Year”** shall mean a period from April 1st in any year to March 31st in the following year;
- s. **“Mitigating Factor”** means a circumstance that may excuse the aggressive behavior of a dog where the dog:
 - i. At the time of the aggressive behavior, attacked or injured any person trespassing on property occupied by its owner; or
 - ii. While off the owner’s property and the continual restrain and control of the owner was reacting to a perceived aggressive or threatening behavior to the dog, it’s owner; or
 - iii. Immediately prior to the aggressive behavior, was being abused or tormented by the person attacked or injured.

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

IMPOUNDMENT

- 3. The Council may hereby authorize:
 - a. the establishment, maintenance and operation of facilities for the impounding of dogs at such place or places and upon such premises, as the Council may determine, by resolution;
 - b. The appointment, by resolution, of a poundkeeper to maintain and operate the pound or pounds established under this by-law;
 - c. The making of an agreement with such persons, firms, societies or corporations as may be fit for the purpose of maintaining and operating a pound, for regulating the conduct of the pound, and providing for the collection, distribution and payment of revenue and expenditures derived from the operation of the Pound;
 - d. Such Persons, Firms, Societies or Corporations responsible for the pound shall ensure:
 - i. There is adequate food and water to impounded animals;
 - ii. The pound is kept in a reasonable state of cleanliness;
 - iii. The pound premises are kept neat and tidy in appearance.

CONTROL, LICENSING, REGISTERING AND IMPOUNDING

Control of Dogs

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

DANGEROUS DOGS

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

Notice to Owner of a Dangerous Dog

10. The notice to an owner of a dangerous dog shall include:
 - a. A statement explaining why the ACO has deemed the dog to be a dangerous dog;
 - b. A statement of requirements that the owner must comply with, and in accordance with Section 9(a);
 - c. A statement that the owner may request, within five (5) working days of receipt of the notice, a council hearing which may affirm or rescind the Animal Control Officer's designation of the dog as dangerous.

Appeal of Designation

11. The owner of a dog who receives a "Notice to Owner of a Dangerous Dog" from the ACO may, within five (5) working days of receipt of such notice, provide a written notice of appeal delivered to the Town Clerk.
12. Council shall hear the appellant in accordance with the rules of natural justice and may:
 - a. Accept the Animal Control Officer's decision to deem the dog as a dangerous dog;
 - b. Rescind the Animal Control Officer's decision to deem the dog as a dangerous dog.
13. Section 9(a) requirements, which may be imposed on a dog owner by the Animal Control Officer, shall not come into effect until either the time for appeal under section 11 has elapsed without the dog owner requesting an appeal under that section, or after council has made a decision as per section 12 if an appeal is made.

Dangerous and Fierce Dogs

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

Feces and Scooping

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

Noise

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

Interference with the ACO or Pound-keeper

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

Licensing of Dogs

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

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

Registering of Cats

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

Rabies

42. Every owner of a dog over the age of four months must have the dog vaccinated against rabies and must keep the rabies vaccinations of the dog up to date.
43. The ACO may seize and impound any animal which is suspected of being rabid, and must immediately notify the veterinary clinic.
44. Every owner of an animal who knows or suspects that the animal is rabid must immediately report the animal to a veterinary clinic and the ACO.
45. No dog license will be issued to an owner who does not present proof of such vaccination.
46. The Town of Amherst and/or its designate by resolution may, without notice to or complaint against the owner, impound any dog that:
 - a. runs at large contrary to this by-law;
 - b. is not wearing a tag as required by this by-law
 - c. is not registered pursuant to this by-law
 - d. is fierce and dangerous
 - e. is rabid or appears to be rabid or exhibits symptoms thereof; or
 - f. persistently disturbs the quiet of the neighborhood by barking, howling or otherwise;
 after a written warning has been delivered to the dog owner
47. The pound-keeper, upon seizure or impoundment of a dog at large, shall make every effort to inform the dog owner, if known, that the dog has been seized and impounded, including review of available information from tags, tattoos or microchips.
48. If after the expiration of not less than 72 hours, the impounded dog is not claimed, the pound-keeper may, on the expiration of this period, destroy, or place for adoption, the impounded dog.
49. The pound-keeper, upon receiving a certificate from a qualified veterinarian that an impounded dog is suffering from infectious or contagious disease, may immediately destroy that impounded dog.
50. The pound-keeper shall maintain a recorded log, in which he/she shall record the description of every dog impounded, the name of the person who impounded the dog, the time and location of the impoundment, the fees owing and the manner of disposal of the impounded dog.

51. The owner of record of an impounded dog shall be responsible for all uncollected fees or costs in respect of an impounded dog whether or not he/she effects the release of the dog.

Enforcement

52. No companion animal owner shall do anything, or fail to do anything, where that action or omission, as the case may be, results in a violation of this by-law.
53. This by-law may be enforced, at the discretion of the Town: a. in accordance with the procedures set out in the Municipal Government Act; or
54. by means of a summary offence ticket under the Municipal Government Act.
55. The Summary Proceedings Act, where applicable, shall apply to proceedings under this by-law.
56. The Animal Control Officer may enter, at all reasonable times, upon any property subject to this by-law in order to ascertain whether this By-law is being obeyed.
57. Every person who contravenes any part of this by-law is guilty of an offense and is subject to the provisions of the *Summary Proceedings Act*.
58. Each day an offense continues shall be a separate offense.
59. The penalties prescribed are as follows:
 - a. with respect to the first contravention and/or impoundment in any consecutive 12-month period, payment of ~~\$60.00~~ **\$75.00**;
 - b. with respect to a second contravention and/or impoundment within any consecutive 12-month period, payment of ~~\$100.00~~ **\$150.00**;
 - ~~c. with respect to a third contravention and/or impoundment within any consecutive 12-month period, payment of a sum of \$150.00;~~
 - ~~d. with respect to any subsequent contravention and/or impoundment within any consecutive 12-month period, payment of a sum not less than \$300.00 and not more than \$500.00.~~
 - c. **Third and subsequent Impoundments - A dog impounded for a third time shall not be redeemable and shall become the property of the poundkeeper and will be dealt with accordingly, on a case-by-case basis**
60. Any contravention of any provision of this By-law, in the preceding twelve months by any person charged, shall be counted as a previous contravention for the purpose of the preceding paragraphs.
61. If payment is not made in accordance with these procedures, the fine is recoverable under the *Summary Proceedings Act*.

Costs

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

Interpretation

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

SCHEDULE "A"

Dog License Fees

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

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

Dog Impound Fees

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

- a. An impoundment fee in respect of a Licensed Dog:
 - i. First Impoundment - ~~\$30.~~ **\$75**
 - ii. Second Impoundment - ~~\$70.~~ **\$150**
 - iii. Third and subsequent Impoundments - ~~\$100.~~ **A dog impounded for a third time shall not be redeemable and shall become the property of the poundkeeper and will be dealt with accordingly, on a case-by-case basis**
- b. An impoundment fee in respect to an Unlicensed Dog - \$100.
- c. A maintenance fee in respect of each day or part of a day on the impoundment period - ~~\$15.~~ **\$25**

For Administrative Use Only:

Cumberland Animal Bylaw C-4 Adoption	
First reading:	
Notice of Publication:	
Second Reading:	
Notice of Publication and Effective Date of Bylaw:	
Notice to Service Nova Scotia & Municipal Relations:	

VERSION LOG

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

Minutes reference date: June 25, 2012 November 23, 2015

**4.3 Russell Street Development
Moved By Councillor Landry**

Seconded By Deputy Mayor Fawthrop

That Council approve the agreement between the Town of Amherst and Tony Aalders, as attached, as well as the required amendment to the 2023/24 capital budget, to develop a new residential subdivision off of Russell Street utilizing the Town's Housing Infrastructure Investment Policy and Local Improvement Bylaw to allow the Town to finance the development in phases.

Motion Carried

4.4 Local Improvement By-law Amendment First Reading

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Davidson

That Council give First Reading of a By-law to Amend the Local Improvement By-law, as attached, by adding the agreement for the Russell Street Subdivision to Schedule 'A' of the said By-Law.

Motion Carried

4.5 Extended Producer Responsibility

Moved By Councillor Emery

Seconded By Councillor Landry

That Council approve "Opting-In" to the EPR program for packaging, paper products, and packaging like products and direct staff to register for the program with Divert NS.

Motion Carried

4.6 Safe Approach and Rescue Vehicle

Moved By Councillor Davidson

Seconded By Councillor Chambers

That Council approve entering into an MOU with GardaWorld for the purchase of a decommissioned Armoured Cash Vehicle for the price of \$2.00 + applicable taxes, and further authorize the CAO and Mayor to sign the MOU.

Motion Carried

November 27, 2023

BUYER Amherst Police Department
21 Havelock Street
Amherst, NS
B4H 1W6

SELLER GardaWorld Cash Services Canada Corporation
170 Joseph Zatzman, Unit #13
Dartmouth, NS
B3B 1L9

The seller sells, assigns, and transfers free of any ties and fees, used vehicle described below for the sum of \$2.00:

VEHICLE	SERIALNUMBER	DESCRIPTIONS & YEAR
CS5070	1HTMSADR94J019109	2004 International MF035 ODO: 81,239 KM

The buyer agrees to accept the vehicle, as viewed, purchased, and indemnifies the seller of any defectiveness and potential problems.

The buyer has a minimum of three (3) weeks from the date of full payment for removal of Garda logos on the vehicle.

The buyer agrees that upon discontinued use of the vehicle, it will not sell the vehicle and agrees to destroy vehicle making it in operatable for future use.

Buyer: Town of Amherst Police Department

Witness:

Seller: GardaWorld

Witness:

4.7 Community Support Grant Application

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Landry

That Council approve of funding in the amount of \$3,000.00 for the Amherst Community Christmas Dinner under the Community Support Grants Policy.

Motion Carried

4.8 Committee Policies Amendments

Moved By Councillor Davidson

Seconded By Deputy Mayor Fawthrop

That Council approve of the amendments to the Amherst Youth Town Council Policy, the Inclusion, Diversity and Equity Committee Terms of Reference and the Accessibility Advisory Committee Terms of Reference.

Motion Carried

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

APPROVAL DATE: September 25, 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.

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.
4. 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:

1. 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.

Function	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

Administrative Description	Policy Dates	Approved By	Approval Date
Change the number of appointments from 12 to 15, and minor housekeeping amendments.	Director, Community Living, Bristol	Council	September 25, 2023

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

TITLE: ACCESSIBILITY ADVISORY COMMITTEE TERMS OF REFERENCE
SECTION: EXECUTIVE OPERATIONS
POLICY NO: 10350-30

1.0 BACKGROUND

Under the Nova Scotia Accessibility Act (NSAA), the Town of Amherst is required to appoint an Accessibility Advisory Committee to provide input on accessibility matters within the Town of Amherst.

2.0 PURPOSE

The Accessibility Advisory Committee ("Committee") assists Town Council ("Council") in fulfilling its responsibilities relating to identifying, preventing and eliminating barriers to people with disabilities in municipal programs, services, initiatives and facilities. The Committee plays a pivotal role in helping the Town of Amherst become a barrier-free community and ensuring obligations under *An Act Respecting Accessibility in Nova Scotia* (2017) are met, and to assist in creating a community of wellbeing.

3.0 DEFINITIONS

- 3.1 The definitions in the Nova Scotia Accessibility Act will supersede any and all definitions in this policy.
- 3.2 Barrier means anything that hinders or challenges the full and effective participation in society of persons with disabilities, including a physical barrier, an architectural barrier, an information or communication barrier, an attitudinal barrier, a technological barrier, a policy or a practice.
- 3.3 Council means the Town Council for the Town of Amherst.
- 3.4 Disability includes a physical, mental, intellectual, learning or sensory impairment, including an episodic disability, that, in interaction with a barrier, hinders an individual's full and effective participation in society.

4.0 POLICY

4.1 Role

The Accessibility Advisory Committee shall:

- 4.1.1 Advise Council on the preparation, implementation, and effectiveness of its accessibility plan. In accordance with the Accessibility Act, the plan must include:
 - i. a report on measures the municipality has taken and intends to take to identify, remove, and prevent barriers
 - ii. information on procedures the municipality has in place to assess the following for their impact on accessibility for people with disabilities:
 - > any proposed policies, programs, practices, and services
 - > any proposed enactments or by-laws
 - iii. any other prescribed information
- 4.1.2 Review and update its accessibility plan at least every three years, in accordance with the Act.
- 4.1.3 Consult with the community on accessibility in the Town of Amherst.
- 4.1.4 Advise Council on the impact of Town of Amherst policies, programs, and services on people with disabilities.
- 4.1.5 Review and monitor existing and proposed Town of Amherst bylaws to promote full participation of people with disabilities, in accordance with the Act.
- 4.1.6 Identify and advise on the accessibility of existing and proposed municipal services and facilities.

- 4.1.7 Advise and make recommendations about strategies designed to achieve the objectives of the Town's accessibility plan.
- 4.1.8 Receive and review information from Council and its committees, and make recommendations, as requested.
- 4.1.9 Monitoring federal and provincial government directives and regulations.

4.2 Membership

- 4.2.1 In accordance with the Act, at least half of the committee membership must be people with disabilities or represent organizations that represent people with disabilities with preference for the former.
- 4.2.2 All members must adhere to and abide by the Code of Ethics Policy, Policy #04000-12.
- 4.2.3 When making appointments to the Committee, Council will give consideration to representation from different sectors of the community.
- 4.2.4 Appointees shall possess knowledge and understanding of accessibility related issues and services currently being provided by the community. Appointments shall be approved by Council annually at their October meeting.
- 4.2.5 The Committee shall have **up to 9** voting membership that includes:
 - a) 2 Town of Amherst Council members
 - b) 6 community members
 - c) **1 Amherst Youth Town Council member as appointed by Council**
- 4.2.6 Non-voting members shall include:
 - a) Municipal Accessibility Coordinator – Town of Amherst staff

4.3 Terms of Appointment

- 4.3.1 The initial appointments will be for one-year terms, ~~as a transitional measure, and subsequent appointments will have three members for a one-year term and four members for a two-year term~~ **with further appointments made for up to two years to ensure knowledge is retained on the Committee. AYTC members may be one or two year terms.**
- 4.3.2 The Town of Amherst Council members shall be appointed annually by Council.
- 4.3.3 The Town of Amherst Accessibility Coordinator, and the Secretary of the Committee shall be employees of the Town of Amherst and appointed by the Chief Administrative Officer.
- 4.3.4 The Chair and Vice Chair shall be elected annually by the Committee, ~~and the Chair shall be a Town of Amherst Council member.~~

5. OTHER

- 5.1 The Committee shall meet at least quarterly but may meet more frequently, as required.
- 5.2 Meetings of the Committee shall be open to the public; however, they are subject to the provision of Section 22 of the Municipal Government Act with respect to closed meetings.
- 5.3 The Committee provides open avenues of communication to stakeholders and Council.
- 5.4 The Committee may establish Working Groups to explore specific issues related to the accessibility plan and/or to other responsibilities. Members of the Working Group may consist of additional members of the community.
- 5.5 Meetings shall convene at 4:00 pm on the day selected, unless otherwise specified.
- 5.6 The Committee and its members shall follow the rules of order, as set in the Proceedings of Council Policy, Policy #10350-24.

6. TERMS OF REFERENCE REVIEW

- 6.1 The Committee will review its terms of reference annually and make any recommendations to Council, as the Committee deems appropriate.

7. REFERENCES

- 7.1 Bill NO. 59 – Accessibility Act, Chapter 2 of the Act of 2017.

ROLES AND RESPONSIBILITIES

Role/Position	Responsibilities
Clerk	Schedule meetings, review Terms of Reference, advertise for citizen members
Council	Appoint Council and citizen members to the Committee, consider recommendations from the Committee
CAO	Appoint non-voting staff members to the Committee
Director, Community Living	Adhere to the strategy, make recommendations to Council when required

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approved Date
Add a provision to appoint an Amherst Youth Town Council member to the Committee, change length of appointments, remove requirement that the Chair be a Town of Amherst Councillor	Clerk, LeBlanc	Council	

Minutes reference date: February 24, 2020

TITLE: Inclusion, Diversity and Equity Committee Terms of Reference
SECTION: Executive Operations
POLICY NO: 10350-31

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

1.0 PURPOSE

The Town of Amherst's 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. The purpose of the Committee is to advise the Town of Amherst Council on matters related to inclusion, diversity and equity in the organization and the community.

2.0 MANDATE

The Town of Amherst values inclusivity, diversity and equity in all areas of the workplace. Additionally, the Town values the contributions that each citizen brings, and is committed to ensuring full and equitable participation for all in our community. The mandate of the Committee is:

- i. To recommend to Council the development and/or revision of policies and practices to create a diverse municipal workforce and to ensure an inclusive workplace;
- ii. To recommend to Council training opportunities for staff and Council to assist in creating a culturally competent workplace so that all employees feel valued and safe;
- iii. To research and recommend to Council any actions needed to ensure the Town is compliant with the Nova Scotia Human Rights Act;
- iv. To include marginalized and under-served persons through Committee membership recruitment, sub-committee participation and community engagement;
- v. To make recommendations regarding equitable municipal services and programs that meet the needs of all residents
- vi. To promote and celebrate the diversity within our community

The Committee's initial mandate is for a two-year term, with the first 12-months dedicated to the creation of an internal organizational action plan. At the end of the 12 months, the Committee will evaluate the feasibility of developing an external community action plan. At the end of the two-year term, the Committee will review the terms of reference and make recommendations to Council regarding the Committee's continuing role.

3.0 MEMBERSHIP

The membership of the Committee will be as follows:

- a. Voting Members:
 - i. Two (2) Councillors;
 - ii. Up to 5 Town of Amherst residents
 - iii. A member of the Amherst Youth Town Council as appointed by Council
- b. Non-voting Members:
 - i. ~~Two Municipal staff, appointed by Council;~~ Town staff as determined by the Chief Administrative Officer
 - ii. ~~Other Town staff as resources as needed~~

4.0 COMMITTEE MEMBERSHIP SELECTION PROCESS

Members of the Committee will be selected as follows:

- i. Council will select their own representatives;
- ii. The Chair and Vice Chair shall be ~~appointed by Council~~ elected by the Committee at the first meeting of each calendar year.
- iii. Applications for other community representatives will be solicited using the Town website and usual social media outlets. A targeted approach will be used to ensure under-served and under-represented people are reached. Members will possess qualities such as progressive teamwork, cross-sectoral respect, ability to respect confidentiality, and strong communication skills. Interested citizens will be invited to submit a letter of interest and experience for consideration. Citizen and AYTC members shall be appointed by Council.

5.0 DELEGATED AUTHORITY

The Committee is established as an advisory committee to the Amherst Town Council and does not have any delegated authority.

6.0 FUNCTIONING OF THE COMMITTEE

A quorum consists of a majority of the members of the Committee. Decisions of the Committee will be made by a majority vote. For the purposes of this Committee, majority means more than one half of those present.

7.0 BUDGET AND RESOURCES REMUNERATION

The Committee members serve as volunteers and shall serve without remuneration.

8.0 LOCATION OF THE MEETINGS

The Committee meetings will be held at a Town of Amherst facility, with the option of virtual attendance, as per policy.

9.0 FREQUENCY OF MEETINGS

The Committee will meet every two months. Additional meetings may be scheduled if needed, following consultation with the Chairperson and the Municipal Clerk. Meetings will normally be held during normal business hours or early evening.

10.0 ABSENTEEISM

A committee member who, without leave of the Chair, is absent from three consecutive regular meetings, ceases to be a member.

ROLES AND RESPONSIBILITIES

Role	Responsibilities
Clerk	Schedule meetings, review Terms of Reference
Council	Appoint Council and citizen members to the Committee, consider recommendations from the Committee
CAO	Appoint non-voting staff members to the Committee
Director, Community Living	Adhere to the strategy, make recommendations to Council when required

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Add a provision to appoint a member of the AYTC, change how staff are appointed to the Committee, and how the Chair and Vice Chair are elected	Clerk, LeBlanc	Council	

Minutes reference date: 2021 August 4

4.9 Proceedings of Council Policy Amendments

Moved By Councillor Davidson

Seconded By Deputy Mayor Fawthrop

That Council approve of the amendments to the Proceedings of Council Policy #10350-24.

Motion Carried

TITLE: Proceedings of Council Policy
SECTION: Executive Operations
POLICY NO: 10350-24

APPROVAL DATE: _____

CAO Signature: _____

General

1. The procedural requirements in this Policy are intended to complement and supplement, and not to replace, the requirements contained in applicable municipal legislation. Authority to enact this policy is under Section 23(1)(a) and (b) of the *Municipal Government Act*. The rules of order set out in this policy shall apply to all Town committees and commissions.

Definitions

2. In this Policy, unless the context otherwise requires,
 - (a) "business day(s)" means a day when the Town of Amherst office is open for business;
 - (b) "Chair" means the presiding officer;
 - (c) "Council" means the Council of the Town of Amherst;
 - (d) "Council Member(s)" include(s) the Mayor unless the context indicates otherwise;
 - (e) "majority" means more than one half of those present, unless the context indicates otherwise.
 - (f) "Consent Agenda" means routine items or non-controversial items that are listed under the Consent Agenda section of the Agenda.

Time, Place, Date and Notice of Meetings of Council and Committee of the Whole

3. Unless otherwise specified pursuant to section 5, regular meetings of Council shall be held:
 - (a) In Council Chambers, Dominion Public Building, 98 Victoria Street, Amherst.
 - (b) On the fourth Monday of every month except that there shall be no regular meeting during the months of July and August.
 - (c) Commencing at 6:00 PM and concluding not later than 8:00 PM.
 - (d) Public hearings will be scheduled as required.
 - (e) Council members must attend Council meetings in person, or if requested in advance to the Clerk, for a valid reason, one or more Council members may appear at a meeting by videoconference.
 - (f) Council members attending a meeting by videoconference shall be considered present at the meeting. If a Council member becomes disconnected from the meeting due to technical problems or other reasons, the Council member shall notify the Clerk as soon as possible. The minutes will

reflect that the member be considered to have left the meeting at the time of disconnection, unless they are able to rejoin and that shall be recorded.

- (g) Council meetings will be recorded and live-streamed. Should technical difficulties arise, and livestream not be enabled or if livestreaming is not possible, the meeting will continue as scheduled. If a recording of the meeting is available it will be posted to the Town of Amherst website the day following the meeting.
4. Unless otherwise specified to section 5, regular meetings of Committee of the Whole shall be held:
- (a) In Council Chambers, Dominion Public Building, 98 Victoria Street, Amherst;
 - (b) On the third Monday of every month except that there shall be no regular meeting during the months of July and August;
 - (c) Commencing at 4:00 PM and concluding not later than 6:00 PM, unless unanimously agreed to by Council to continue past 6:00 PM.
 - i. Should there remain unfinished business on the agenda, the meeting shall be adjourned and a date and time for a continuation meeting will be set when the balance of the business on the agenda shall be addressed.
 - (d) Council members must attend Committee of the Whole meetings in person, or if requested in advance to the Clerk, for a valid reason, one or more Council members may appear at a meeting by videoconference.
 - (e) Council members attending a meeting by videoconference shall be considered present at the meeting. If a Council member becomes disconnected from the meeting due to technical problems or other reasons, the Council member shall notify the Clerk as soon as possible. The minutes will reflect that the member be considered to have left the meeting at the time of disconnection, unless they are able to rejoin and that shall be recorded.
 - (g) Committee of the Whole meetings will be recorded and live-streamed. Should technical difficulties arise, and livestream not be enabled or if livestreaming is not possible, the meeting will continue as scheduled. If a recording of the meeting is available it will be posted to the Town of Amherst website the day following the meeting.
5. Requirements for Virtual Attendance
- (a) A Council or committee member may request in advance to join a meeting electronically. The reason for the request shall be communicated to the Clerk at the time of the request and is subject to review. Attendance shall be reviewed quarterly.
 - (b) All participants must have access to the necessary equipment for participation. A right of membership is participation; therefore, the technology used must be accessible to all members to be included in the meeting. All rules pertaining to in-person Council or Committee of the Whole meetings apply equally to electronic meetings, for example, notice, pre-meeting package requirements, quorum, minute-taking, voting, confidentiality requirements, etc.
 - (c) Participants are to login 10 minutes before the scheduled meeting time to resolve any technical issues before the meeting starts.
 - (d) During ~~in-camera~~ closed sessions, all meeting participants must ensure they maintain complete privacy in their off-site meeting space. This will ensure all discussions are kept confidential and are only heard by those invited to and attending the meeting.
 - (e) All provisions and policy related to ~~in-camera~~ closed meetings and conflict of interest will apply equally for all electronic meetings.
- Subject to any conditions or limitations provided for under the Act, Regulations, Bylaws or this Policy, a Council member who participates in a meeting through electronic means shall be deemed to be present at the meeting and will be recorded as in attendance at and part of the quorum of the meeting.
6. Regular meetings of Council or Committee of the Whole may be rescheduled, relocated or cancelled:
- (a) By resolution of Council at a previous meeting three or more days in advance of the additional or special meeting;
 - (b) By resolution of Committee of the Whole at a meeting three or more days in advance of the additional or special meeting; or
 - (c) By the Chief Administrative Officer on behalf of the Mayor, owing to unforeseen circumstances, provided the Mayor believes that the majority of Council Members would support such a step.
7. Additional or special meetings of Council or Committee of the Whole may be convened
- (a) By resolution of Council at a previous meeting three or more days in advance of the additional meeting;
 - (b) By resolution of Committee of the Whole at a meeting three or more days in advance of the additional or special meeting; or
 - (c) By the Chief Administrative Officer on behalf of the Mayor, owing to unforeseen circumstances provided the Mayor believes that the majority of Council Members would support, or are requesting, such a step.
 - (d) Business conducted at a special meeting must conform to what is specified in the call of the meeting.
8. Specific notice to Council Members and to the public need not be provided of
- (a) Meetings held pursuant to section 3 or 4; or
 - (b) Meetings held pursuant to subsection (a) and (b) of section 5 or 6; but, subject to any statutory relaxation of notice requirements, three days' notice shall be specifically provided for other meetings to Council Members in the manner described in section 9 and to the public in the manner described in section 10.

9. Within 30 days following the first meeting of Council after a municipal election or by-election:
 - (a) The CAO shall provide a cellular phone to each Council Member which the Council Member will check at least once per day; and
 - (b) The CAO shall provide an electronic email address to each Council Member, and the Council Member will check at least once per day;
10. Subject to section 7, notice of meetings shall be provided by electronic mail to each Council member through the Town electronic mail address as provided in section 8.
11. Subject to section 7, notice of meetings shall be posted on the Town's website, a "Notice of Council Meeting" containing the time, date and place of the meeting.

Conduct of Meetings

12. It shall be the duty of the Chair to:
 - (a) Open the meeting of Council by taking the chair and calling the Council Members to order;
 - (b) Receive and submit to Council motions properly presented by a Council Member;
 - (c) Put to a vote a question which is regularly moved and seconded or necessarily arising in the course of the proceedings and to announce the result of the vote.
 - (d) Decline to put to a vote, a motion which infringes upon the rules of procedure;
 - (e) Restrain the Council Members, when engaged in debate, within the rules of conduct of debate;
 - (f) Enforce on all occasions, the observance of order and decorum;
 - (g) Call by name any Council Member persisting in a breach of the rules of order of Council thereby ordering him or her to vacate the Council Chambers;
 - (h) Inform the Council when necessary, or when referred to, on a point of order;
 - (i) Permit the Chief Administrative Officer to speak on any point upon request;
 - (j) Permit proper questions to be asked through the Chair or any official or employee of the Town of Amherst, to provide information to assist any debate;
 - (k) Declare a meeting dissolved if no quorum has been achieved within 15 minutes of the scheduled meeting time; and
 - (l) Adjourn the meeting when the business is concluded or, when an adjournment time has been set and approved by majority vote or when the adjournment time has been reached, except when it is extended by unanimous consent.

Council Agenda

13. All items appearing on the Council agenda will only consist of items that have been:
 - (a) Recommended or referred to Council by motion through either Committee of the Whole or a committee of Council;
 - (b) Placed on the agenda by Council through a motion or notice of motion at a previous meeting;
 - (c) Submitted by a member of Council prior to the issuing of the final agenda;
14. Consent Agenda – Regular Meetings of Council
 - (a) Subject to subsection (b), the Consent Agenda may contain routine or non-controversial items;
 - (b) The following matters shall not be set on the Consent Agenda:
 - i. Second Readings of by-laws and land use bylaws, including any amendments
 - ii. Policies
 - iii. Planning documents as defined by the Municipal Government Act;
 - iv. Development agreements, including any amendments thereto;
 - v. Appeals;
 - vi. Motions of rescission, or motions requiring a 2/3 vote of Council;
 - vii. ~~In-Camera~~ Closed session matters; and
 - viii. Late or added items to the agenda
 - (c) After the Consent Agenda motion has been duly moved and seconded, any member may move that an item be removed from the Consent Agenda, with no seconder, the motions shall be granted as of right.
 - (d) During the consideration of the motion to approve the Consent Agenda, there shall be no discussion or debate on the specific items contained therein.
 - (e) The Chair shall clarify the items that remain on the Consent Agenda, before a vote shall be taken.
 - (f) The vote on the Consent Agenda shall require a majority vote of the Council Members present.
 - (g) Items listed under the Consent Agenda are deemed approved when the vote as described in subsection (f) is passed.
 - (h) An item removed during the Consent Agenda, will be dealt with where it has been placed on the agenda.
15. Except for matters arising from correspondence, committee or other reports, agenda items, or notices of motion or other material circulated to Council Members on or before the business day before the meeting, and except for matters arising from an ~~in-camera~~ closed session meeting, no motion committing the Town of Amherst to the expenditure of funds shall be accepted by the Chair for the consideration of Council except with the unanimous consent of Council Members present.
16. Preliminary Council agendas will be issued by 4:30 PM on the Thursday preceding the regularly scheduled meeting.
17. Final Council agendas will be issued by noon on the day of the meeting.
18. Items included on the Council agenda will include a copy of the motion to be made when the item arises on the agenda.
19. Copies of the agenda and supporting documentation will be made available to the public in electronic format by 9:00 AM the day of the meeting except for the supporting documents related to matters to be dealt with in ~~camera~~ a closed session.
20. At Council meetings, unless a majority consents to a different order for the meeting, Council shall conduct business in the following order:
 - (a) Call to Order
 - (b) Territorial Acknowledgement
 - (c) Presentations
 - (d) Approval of agenda
 - (e) Consent Agenda
 - (f) Approval Acceptance of minutes from the previous meetings (no motion required)

- (g) Requests for Decision
 - (h) Information / Discussion Items
 - (i) Internal Committee Reports
 - (j) External Committee Reports
 - (k) Adjournment (no motion required)
21. Councillors who have been appointed to outside Boards and Agencies shall provide a written report to the Council to be included in the agenda package. Recognizing that such reports provide Council with the ability to make informed decisions, reports may contain such elements as:
- (a) The date the meeting was held;
A review of the key issues or discussion points covered that have an impact on the Town;
 - (b) Information and decisions that may impact a current Council position, or future Council course of action;
 - (c) A summary of the organization's key operations and events.

Committee of the Whole Agenda

22. The Committee of the Whole will meet for the purpose of discussion and possible referral to Council and no formal decisions will be made by Committee of the Whole, except to the extent that Committee of the Whole is specifically designated bylaw, policy or delegated by a resolution of Council as having the authority to make a decision.
23. Items appearing on the Committee of the Whole agenda will only consist of items as follows:
- (a) Placed on the agenda by Council or Committee of the Whole through a motion or notice of motion from a previous meeting;
 - (b) Submitted by a member of Council prior to the issuing of the final agenda;
 - (c) Staff reports;
 - (d) Items from the administration requiring a decision or direction;
24. Consent Agenda – Committee of the Whole
- (a) Subject to subsection (b), the Consent Agenda may contain routine or non-controversial items;
 - (b) The following matters shall not be set on the Consent Agenda:
 - i. Policies
 - ii. Planning documents as defined by the Municipal Government Act;
 - iii. Development agreements or any amendments thereto;
 - iv. Motions of rescission, or motions requiring a 2/3 vote of Council;
 - v. ~~In-Camera~~ Closed session matters; and
 - vi. Late or added items to the agenda
 - (c) After the Consent Agenda motion has been duly moved and seconded, any member may move that an item be removed from the Consent Agenda, with no seconder, the motions shall be granted as of right.
 - (d) During the consideration of the motion to approve the Consent Agenda, there shall be no discussion or debate on the specific items contained therein.
 - (e) The Chair shall clarify the items that remain on the Consent Agenda, before a vote shall be taken.
 - (f) The vote on the Consent Agenda shall require a majority vote of the Council Members present.
 - (g) Items listed under the Consent Agenda are deemed approved when the vote as described in subsection (f) is passed.
 - (h) An item removed during the Consent Agenda, will be dealt with where it has been placed on the agenda.
25. Preliminary Committee of the Whole agendas will be issued by 4:30 pm on the Thursday preceding the regularly scheduled meeting.
26. Final Committee of the Whole agendas will be issued by 10:00 am on the day of the meeting.
27. Items included on the Committee of the Whole agenda will include a copy of the motion to be made when the item arises on the agenda.
28. Copies of the Committee of the Whole agenda and supporting documentation will be made available to the public in electronic format by 10:00 AM the day of the meeting, except for the supporting documents related to matters to be dealt with in camera a closed session.
29. At Committee of the Whole meetings, unless a majority consents to a different order for the meeting, Council shall conduct business in the following order:
- (a) Call to Order
 - (b) Territorial Acknowledgement
 - (c) Approval of Agenda
 - (d) Consent Agenda
 - (e) Approval of Minutes
 - (f) Presentations
 - (g) Council Direction Requests
 - (h) Information / Discussion Items
 - (i) Monthly Departmental Reports
 - (j) Adjournment

Minutes

30. At regular meetings of Council, except when Council resolves to defer approval acceptance of minutes for a maximum of one additional meeting, the minutes of the last preceding regular meeting and subsequent special meetings shall be reviewed and after all necessary corrections and amendments have been made and the minutes approved accepted, the approved-accepted minutes shall be entered in the minute book of the proceedings of Council and such entry shall conclusively constitute the minutes of Council.

31. The minutes shall be kept by the Clerk who may, in his or her discretion, appoint recording secretaries as appropriate
32. The Minutes shall:
 - (a) Record the time when any Council Member joins or leaves a meeting which is in progress;
 - (b) Contain all resolutions, decisions by consensus and motions, with the name of the movers and seconders, and shall record the outcome of each vote;
 - (c) Mention reports, petitions and other papers submitted to Council only by their respective titles, or a brief description of their contents.

Motions, Voting and Speaking

33. The Chair shall start every question properly presented to Council and before putting it to a vote, shall ask, "Is Council ready for the question" and if no Council Member offers to speak, the Chair shall put the question, after which no Council Member shall be permitted to speak upon it.
34. The usual form of voting shall be by the Chair calling for "yeas" and "nays", but any Council Member, before or after a voice vote can call for, and obtain through the Chair, a show of hands and any two Council Members can call for, and obtain through the Chair, a recorded vote with each Council Member's vote entered into the minutes.
35. A motion must be seconded and then repeated by the Chair or read aloud by the Chief Administrative Officer before it is debated. The Chair may direct that the motion be put in writing.
36. After reading of a motion by the Chair or Chief Administrative Officer, it shall be open for discussion.
37. A motion may at any time before the Council has voted on it be withdrawn by the mover with the consent of the seconder.
38. The Chair must vote and shall be deemed to have voted in the affirmative on any resolution unless the Chair indicates clearly it is voting in the negative.
39. When any question is before the Council, the only motions in order shall be:
 - (a) A motion in amendment of the original motion;
 - (b) A motion to refer the question, including the motion and amendment if one is moved, to any committee;
 - (c) A motion to defer the consideration of the question either indefinitely or to a specified time;
 - (d) A motion to close the debate at a specified time;
 - (e) A motion that the question be put to a vote;
 - (f) A motion to adjourn.
40. When any one of the motions mentioned in the next preceding section has been made as an amendment to the original motion, no other motion may be made as an amendment except to the original motion or to the amendment, except the following:
 - (a) To refer to a committee;
 - (b) To defer the consideration of the question;
 - (c) To close the debate at a specified time;
 - (d) That the question be put to a vote;
 - (e) To adjourn.

Any of which may be moved either to the original motion or to the amendment of the original motion.
41. A motion:
 - (a) That the debate be closed at a specified time; or
 - (b) That the question be put to a vote,

shall be put to a vote without further amendment or debate, but a motion that the question be put to a vote shall not itself be put to a vote until every Council Member who has not spoken on the question and claims a right to speak has been heard.
42. A motion that the question be put to a vote shall preclude all amendments to the main question until the motion is decided, and shall be put to a vote, without debate, in the following words: "That this question be put to a vote". If this motion is resolved in the affirmative, the original question shall be put to a vote immediately, without any amendment or debate, but if such motion is resolved in the negative, then the Council shall proceed to other business.
43. A motion to adjourn shall always be in order except in the following cases:
 - (a) When a Council Member is in possession of the floor;
 - (b) When the "yeas" and "nays" are being called;
 - (c) While the Council Members are voting;
 - (d) When the adjournment was the last preceding motion; or
 - (e) **When the business of the agenda is completed, at which time the Chair shall adjourn the meeting.**
44. The following questions shall be decided without debate:
 - (a) A motion to reconsider;
 - (b) All motions as to priority of business or as to the suspension of the order of the day;
 - (c) Applications to speak more than the prescribed number of times;
 - (d) A motion to allow any person other than the Council Members or CAO to address the Council;
 - (e) A motion to postpone to a specified time or day;
 - (f) A motion to lay on the table when claiming a privilege over another person; and
 - (g) A motion to adjourn.

45. Amendments shall be put in the reverse order to that in which they are moved. Every amendment submitted shall be decided or withdrawn before the main question is put to a vote. Only one amendment shall be allowed to an amendment and any further amendment must be to the main question.
46. Any notice of motion given by a Council Member for a subsequent meeting may, in the absence of the Council Member giving such notice, be taken up by any other Council Member.
47. Every Council Member, prior to speaking on any question or motion, shall indicate such and wait to be recognized by the Chair. When two or more Council Members wish to speak, the Chair shall recognize the first Council Member who, in the opinion of the Chair, indicated so first.
48. No Council Member may speak more than twice, without the leave of Council, on any motion except to explain a misconception of his remarks, but the mover of a motion shall have the right to reply and sum up in closing the debate.
49. When a Council Member wishes to explain, the Council Member shall ask leave of the Chair, without further comment, and if permitted by the Chair, shall explain only an actual misunderstanding of language.
50. No Council Member shall speak more than two minutes upon any matter at one time, without the leave of Council.
51. **If after asking for nominations once for an appointment and there are no further nominations, the Chair or the Clerk will declare nominations closed.**
52. During a meeting Council may adjourn for short periods or move to another place, without ending the meeting.

Reconsideration

53. After any question has been decided in the affirmative, any Council Member who has voted in the affirmative, may, after the decision has been announced from the Chair but before adjournment of the meeting, give notice of an intention to move a reconsideration at the next meeting of the Council. The giving of such a notice operates as a stay or suspension of Council's decision.
54. Unless reconsideration is moved at the next meeting, the right of reconsideration shall be lost.
55. No discussion of the main question shall be allowed on the motion for reconsideration.
56. The following matters are not eligible for reconsideration:
 - (a) A motion approving the first or second reading of a bylaw enactment, amendment or repeal;
 - (b) A motion to decide upon a matter which was the subject of a statutory hearing by Council;
 - (c) A matter which has been reconsidered once; and
 - (d) A vote to reconsider.

Rescission

57. No motion to rescind any resolution of Council shall be made unless Notice of intention to move the same has been given at the regular meeting of Council just previous to that at which the same is moved.
58. A Notice of motion to rescind any previous resolution of the Council may be given by any member at any regular meeting of Council.
59. When giving Notice of motion to rescind, the member shall provide a brief explanation of the reason for the Notice.
60. A Notice of motion to rescind shall be dealt with at the next meeting of the Council.
61. At such meeting, the giver of such Notice, or in the absence of the giver, any other member on the giver's behalf shall move the motion to rescind and shall briefly state the reasons therefore.
62. If the motion to rescinded is seconded the same becomes subject to debate according to the normal rules except that it may not be amended.
63. A motion to rescind requires the same vote as was required for the resolution which is subject to rescission. That is, if the resolution subject to rescission required a majority vote of Council the motion to rescind such resolution shall require a majority vote of Council.

Points of Order

64. It shall be the duty of the Chair, and the privilege of any Council Member, to call any Council Member to order, who violates any established rule or order. A point of order must be decided before the subject under consideration is proceeded with.
65. When a Council Member is called to order, the Council Member shall remain seated and silent until the point is determined, until called upon by the Chair to be heard on the point of order.
66. A point of order is not debatable amongst other Council Members, unless the Chair invites discussion in an effort to assist in making a ruling. Where the Chair permits discussion of a point of order, no Council Member shall speak more than once.
67. Decisions of the Chair on points of order or procedure, including an order expelling and excluding a person from the Council Chambers pursuant to sections 65 and 66, are not debatable but are appealable to Council

by any Council Member. When an appeal is made from the decision of the Chair, the Chair shall simply put the question, "Shall the decision of the Chair be sustained?"

68. No Council Member shall use offensive or unparliamentary language or speak disrespectfully to or about anyone while in Council, or speak outside the parameters of the question in debate.
69. If a Council Member resists the rules of Council, willfully obstructs the business of Council or disobeys the decision of the Chair, or of Council on appeal, on any question of order or practice or upon the interpretation of the rules of Council after being called to order by the Chair or otherwise disrupts the proceedings of council, the Council Member may be ordered by the Chair to leave the Council Member's seat provided that a majority vote of Council shall be required to sustain the expulsion.
70. If the Council Member refuses to leave the Council Member's seat, the Chair may order the Council Member to be expelled and excluded from the Council Chambers.
71. Such Council Member may, by vote of Council, later in the meeting or at a subsequent meeting be permitted to re-enter Council Chambers and to resume participation in Council's business with or without conditions.
72. Persons who are not Council Members of officers or employees of the Town of Amherst shall observe silence and order in the Council Chambers, unless given permission to speak. Any such persons disturbing the proceedings of Council shall be called to order by the Chair, and, if they fail to comply, shall be ordered by the Chair to be expelled and excluded from the Council Chambers, provided that a majority vote of Council shall be required to sustain the expulsion.
73. Such member of the public may, by vote of Council, later in the meeting or at a subsequent meeting, be permitted to re-enter Council Chambers with or without conditions.
74. An order of the Chair to expel a person from the Council Chambers pursuant to section 68 of this Policy constitutes a direction from the Town of Amherst to leave the premises for purposes of the *Protection of Property Act* and other applicable laws.
75. If any question arises that is not provided for by applicable legislation or the foregoing rules, it shall be decided according to the ruling of the Chair, having regard to general principles of parliamentary procedure to the best of the Chair's ability but the Chair shall not be expected to conform its decisions with parliamentary procedure texts or precedents.
76. Any of the rules of order may be suspended in its operation by the unanimous consent of the Council Members present.

Presentations to Council

77. Persons wishing to make a presentation to Council shall write at least one week in advance of the next Committee of the Whole meeting to the CAO or the Clerk outlining their issue and the decision they wish Council to consider, and request to make a presentation.
78. The request will be added to the next Committee of the Whole agenda to be issued.
79. Committee of the Whole will discuss the matter when it appears on the agenda, and will determine if they wish to have the presentation at a future meeting.
80. The CAO or the Clerk shall advise the person or group requesting to make a presentation of the decision of Committee of the Whole including, if approved, the date and time of the presentation.
81. Presentations shall be limited to 15 minutes, unless Committee of the Whole determines a longer period of time is needed.
82. When a delegation is recognized and offered an opportunity to speak, the Mayor or Chairperson of the meeting will request the spokesperson to come forward from the gallery to present. Only one person shall be permitted to speak.
83. No debate or decision on the presentation will occur during the meeting in which the presentation is made, unless the item was previously an agenda item for that meeting.

Petitions

84. Persons wishing to present a petition to Council shall file a copy of the petition with the CAO before 12:00 noon on the Wednesday prior to the meeting of Council at which it is proposed to be presented.
85. The CAO shall circulate a copy of any such petition to each member of Council before the meeting at which it is proposed to be presented.
86. The body of the petition itself, excluding the list of names, shall, if determined by the Chairperson to be practical, be read by the CAO on behalf of the group supporting the petition.
87. No petition shall be presented which Council determines to contain impertinent or improper matter.
88. No persons shall be permitted to speak, whether supporting or opposing the petition, unless the petition comes up for discussion which shall be at the next regular meeting of Council unless Council decides according to the rules to hold a special meeting of Council for that purpose.

ROLES AND RESPONSIBILITIES

Role	Responsibilities
Mayor/Council/CAO/ Committee Members	Adhere to the Policy
Municipal Clerk	Review the Policy as necessary to ensure content is relevant and accurate

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approved Date
Remove date and time of when public hearings will be held, add Territorial Acknowledgement to the Committee of the Whole agenda, remove the requirement to end Committee of the Whole meetings at 6:00pm if unanimously agreed to by Council, remove the requirement to raise a hand to be recognized by the Chair, and remove the definition of committee.	Clerk, LeBlanc	Council	April 24, 2023
To remove the requirement to approve minutes, to have a motion to adjourn a meeting, change reference of in camera to closed session	Clerk, LeBlanc	Council	

Minutes reference date: 23 February 2015 22 June 2015 2019 January 2019 2020 November 23 2021 May 25
24 April 2023

4.10 Capital Budget Amendments

Moved By Councillor Emery

Seconded By Councillor Baker

That Council approve of the amendments to the 2023/24 Capital Budget including \$21,100 for the West Victoria Street sidewalk, and \$19,900 for the replacement of the lighting over the stadium ice surface for a total of \$41,000 to be funded from capital from revenue and an Efficiency Nova Scotia rebate.

Motion Carried

4.11 2024 Meeting Dates

Moved By Councillor Chambers

Seconded By Councillor Emery

That Council approve of changing the date of the February 2024 Committee of the Whole meeting date from Monday, February 19, 2024 to Tuesday, February 20, 2024 due to the Heritage Day holiday, and further change the date of the May 2024 Committee of the Whole meeting date from Monday, May 20, 2024 to Tuesday, May 21, 2024 due to the Victoria Day holiday.

Motion Carried

4.12 Appointment of Auditor

Moved By Councillor Baker

Seconded By Councillor Emery

That Council appoint McIsaac Darragh Inc. as the municipal auditor for auditing services for the 2023/24 fiscal year.

Motion Carried

5. INFORMATION ITEM

5.1 Poverty Reduction Advisory Committee Terms of Reference - Landry

Information item only at this time. This item will be on the December Committee of the Whole agenda.

5.2 Nova Scotia Federation of Municipalities Fall Conference Report - Emery

Information item only; no direction given or action required.

6. INTERNAL COMMITTEE REPORTS

- 6.2 Amherst Board of Police Commissioners - Davidson**
Information item only; no direction given or action required.
- 6.1 Planning Advisory Committee - No Report**
- 6.3 Audit Committee - Baker**
Information item only; no direction given or action required.
- 6.4 Amherst Youth Town Council**
Information item only; no direction given or action required.
- 6.5 Accessibility Advisory Committee - Fawthrop**
Information item only; no direction given or action required.
- 6.6 Inclusion Diversity and Equity Committee - Davidson**
Information item only; no direction given or action required.
- 6.7 Poverty Reduction Advisory Committee - No Report**
- 6.8 North Tyndal Wellfield Advisory Committee - Emery**
Information item only; no direction given or action required.

7. EXTERNAL COMMITTEE REPORTS

- 7.1 Cumberland Public Libraries - Fawthrop**
Information item only; no direction given or action required.
- 7.2 Cumberland YMCA - Fawthrop**
Information item only; no direction given or action required.
- 7.3 Northern Region Solid Waste Management - Baker**
Information item only; no direction given or action required.
- 7.4 L. A. Animal Shelter - Fawthrop**
Information item only; no direction given or action required.
- 7.5 Senior Safety - Emery**
Information item only; no direction given or action required.
- 7.6 Cumberland Central Landfill Community Liaison Committee - Emery**
Information item only; no direction given or action required.

8. ADJOURNMENT

Mayor Kogon adjourned the meeting at 7:09 p.m.

Natalie LeBlanc
Municipal Clerk

David Kogon, MD
Mayor

STREET CONSTRUCTION AND FINANCING AGREEMENT

Made in duplicate

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 B4H 4A1, (the "**Town**")

- AND -

Tony Aalders (or Corp name), a corporation under the laws of the Province of Nova Scotia, carrying out business at, Amherst, NS B4H, (the "**Developer**")

(Collectively referred to as the "**Parties**")

WHEREAS the Parties have a common interest in the development of a new subdivision on the subject property;

AND WHEREAS the Town is willing to build the required water and sanitary sewer infrastructure to create the new subdivision;

AND WHEREAS the Town is willing to finance each phase of the cost of the development over a 5-year time period;

AND WHEREAS the Developer is willing to pay back the cost of each phase of the said infrastructure over a 5-year time period;

AND WHEREAS the parties are desirous of moving forward with this development in a cooperative manner;

AND WHEREAS the Developer, through this agreement, has petitioned the Town through Bylaw D-02 The Town of Amherst Local Improvement Bylaw, this agreement and all charges and payments will be processed through the said Bylaw;

NOW THEREFORE the Town and the Developer AGREE AS FOLLOWS:

GENERAL

1. This agreement applies to and for the benefit of Town and the Developer.
2. The agreement will outline the various responsibilities for the Town and the Developer in relation to the construction, sale, financing and marketing for the development.
3. The Town will be responsible for:
 - 3.1. Constructing, commissioning and maintenance of all water, sanitary sewer and storm sewer infrastructure for the development; and
 - 3.2. Improving the park located at Ernie Lane in the fiscal year after the first 10 houses are constructed.
4. The Developer will be responsible for:
 - 4.1. Fees for professional services, including but not limited to, legal, surveying, engineering and any other professional service that may be related to the development of the subdivision.
 - 4.2. Being in compliance with any Federal, Provincial and Town law, regulation or Bylaw.
 - 4.3. Constructing and commissioning of all street infrastructure for the development, including:
 - 4.3.1. Road bed
 - 4.3.4. Asphalt street surface
 - 4.3.5. Curbs
 - 4.3.6. Sidewalks
 - 4.3.7. Overhead Electrical Infrastructure
 - 4.3.8. Street signage;
 - 4.3.9. Trail connection to Ernie Lane Park
 - 4.4. Payment of the cost to install all infrastructure, excluding the additional cost to deal with the Town storm water currently being discharged onto the property, as well as any costs associated with Town Policy 31600-09 Paving New Residential Subdivision Streets which will be paid for by the Town;
 - 4.5. Actively marketing the lots / homes for sale both locally and outside the Town of Amherst, including payment for such services;
 - 4.6. Receiving offers to purchase lots / homes;
 - 4.7. Negotiating all lot / home sales;
 - 4.8. Processing all lot / home sales;
 - 4.9. Payment of any real-estate fees;
 - 4.10. Payment of a public land dedication fee equal to 5% of the value of each vacant lot at the time the lot / home is sold;
 - 4.11. Deed to the town all street right of ways required for each phase of the development prior to development;
 - 4.12. Provide any required easements to public utilities operating in Nova Scotia.
 - 4.13. Provide any required easements to the Town for water, sanitary sewer, storm sewer or trail infrastructure.
5. The Developer will not implement restrictive covenants on the property that limit the use of the property to single detached dwellings.
6. Phases, Scheduling and Payment
 - 6.1. The development will be constructed in four phases;
 - 6.2. For clarification, the Developer costs in Phase 1 represent water and sewer connection costs only. The Town is responsible for the replacement of the sanitary sewer line and street re-instatement;
 - 6.3. Prior to the construction of each phase of the development, a cost estimate will be developed by the Town for the infrastructure they will construct, and by a qualified professional for the infrastructure the developer will construct. These two estimates will be agreed to by both parties prior to construction.
 - 6.4. Should the Town experience construction problems in relation to bedrock, water table, 'soft ground', cultural artifacts, etc., during the installation of the water and sanitary sewer infrastructure, the Town will immediately suspend work and:
 - 6.4.1 Notify the Developer;
 - 6.4.2 Meet with the Developer to determine a course of action;

- 6.4.3 Confirm the Developer will pay the additional costs required as per the payment schedule (which will be financed by the Town of Amherst);
- 6.5. Should any cost increase be greater than 25% of the estimated cost, a motion of Amherst Town Council to proceed will be required.
- 6.6. The Town will carry/finance the costs of the required and agreed to infrastructure;
- 6.7. The developer will pay for the infrastructure over a 5-year period. Payments will be paid quarterly. An interest rate of 3 percent will be applied to the balance owing, calculated annually;
- 6.8. The Town will place a first priority mortgage on all of the land subject to the active phase of the development. This mortgage will be partially released as each lot is sold provided the Developer is up to date on all payments to the Town;
- 6.9. If the developer fails to make payments for a period exceeding 90 days the Town may foreclose on the mortgage and acquire the said property;
- 6.10. The land will be developed in four phases as shown on Schedule A;
- 6.11. Completed 'back fill inspections' for foundations for a minimum of 5 dwellings units in each phase must be completed prior to proceeding to the next phase of the development;
- 6.12. While the Town would prefer that each phase of the development be paid off by the developer prior to moving to the next phase, the Town will move forward with each subsequent phase provided that no more than \$50,000 from the prior phases of the development are owing to the Town. For further clarity, at no point will the Town finance more than \$250,000;
- 6.13. Subject to all relevant sections of this agreement, the Town will construct the infrastructure they are responsible for according the following schedule:
- 6.14.
- 6.15. Phase 1 – within 8 weeks of notification of moving forward;
 - 6.13.1 Phase 2, 3 & 4 – within 12 weeks of notification of moving forward, or if notified after August 15, June 15 of the following year;
- 6.16. Should the second or any subsequent phase of the development not be triggered within 18 months of the previous phase the Town has the right to decide not to move forward with the next phase of the agreement;
- 6.17. Subdivision of lots may occur any time after water and sewer construction commences, and individual dwellings may be constructed provided safe access (including for emergency vehicles) can be available at the sole discretion of the Town of Amherst;
- 6.18. Prior to constructing any infrastructure, the Town will place a lien on the property in that phase;
- 6.19. Street construction is considered complete when the street is accepted as a Town Street by the Town Engineer;
- 6.20. The Developer may pay off the financial obligations to the Town early;
- 6.21. Where not specifically governed by this agreement, the number, location, layout and type of streets, lots, dwellings, buildings and uses within the development will be subject to the Town of Amherst Land Use Bylaw.
- 6.22. The current cost estimates for each phase of the development are provided in Appendix B. These are the current costs approved in the agreement. These estimates will be updated prior to each phase of the development. Should the estimated costs increase by more than 25% a motion of Amherst Town Council will be required prior to proceeding with construction of that phase.
- 6.23. Cost estimates contained in schedule B may be converted to a Frontage Charge, as per the Local Improvement Bylaw.

TERMINATION

7. This Agreement may be terminated by mutual consent at any time.;
8. Failure to proceed to the subsequent phase does not release the Developer of any financial, or other obligations outlined in this agreement for current or prior phases of the development.

SUCCESSION

9. This agreement shall be registered on title of the property.
10. This agreement will automatically be transferred to any subsequent owners of the property.

SIGNATURES

Town of Amherst:

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

David Kogon, MD
Mayor

The Developer:

Tony Aalders

SCHEDULE "A"

Map of the Development



SCHEDULE "B"

Cost Estimates

Phase 1

Town of Amherst	\$135,000 (Sewer main and street re-instatement)
Developer	\$22,000 (usual water and sewer hookup charges per lot)

Phase 2

Town of Amherst	\$150,000
Developer	\$200,000

Phase 3

Town of Amherst	\$120,000
Developer	\$170,000

Phase 4

Town of Amherst	\$150,000
Developer	\$175,000

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
BYLAW NO: D-02

APPROVAL DATE: _____

CAO Signature: _____

1. SHORT TITLE

- 1.1. This bylaw shall be known as bylaw D-02 and may be cited as the "Local Improvement Bylaw".

2. PURPOSE

- 2.1. The purpose of this bylaw is to establish the manner in which the Town shall impose, fix, and enforce payment of Charges for Local Improvements.

3. DEFINITIONS

- (a) "Corner Lot" means a Property situated at the intersection of and abutting upon two or more Streets;
- (b) "Charge" means a charge imposed pursuant to Section 81 of the *Municipal Government Act* in an amount to be determined pursuant to this bylaw for the Cost of a Local Improvement;
- (c) "Cost of a Local Improvement" means the capital cost of service provision and shall include but is not limited to the costs of study, design, construction, installation and administration, engineering, surveying, municipal staff time, and other incidental expenses as well as the costs of financing including bridge financing, if any, and the cost of financing throughout the amortization period of the project whether or not the money is financed internally or externally. The cost of any particular Local Improvement may be reduced by its proportionate share of financial contribution from federal, provincial or municipal grant dollars;
- (d) "Council" means the Council of the Town of Amherst;
- (e) "Engineer" means the Town employee designated as Town Engineer pursuant to the provisions of the *Municipal Government Act*;
- (f) "Frontage" means the linear measurement of the Property line which abuts a Local Improvement, irrespective of whether the Property line is a front, rear, side or flanking lot line;
- (g) "Local Improvement" means and includes Charges for:
- i) wastewater facilities or stormwater systems, the use of wastewater facilities or stormwater systems and connecting to wastewater facilities or stormwater systems;
 - ii) expenditures incurred for the wastewater management system in a wastewater district;
 - iii) the capital cost of installing a water system;
 - iv) laying out, opening, constructing, repairing, improving, and maintaining Streets, curbs, sidewalks, gutters, bridges, culverts, and retaining walls, whether the cost is incurred by the Town directly or by, pursuant to, an agreement with His Majesty In Right of the Province, the Minister of Public Works or any person;
 - v) laying out, opening, constructing, repairing, improving and maintaining private roads, curbs, sidewalks, gutters, bridges, culverts and retaining walls that are associated with private roads where the cost is incurred i) by the Town or ii) under an agreement between the Town and a person;
 - vi) the Town portion of the cost of a major tree removal program or the cost of removing trees from a private Property;

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- vii) the Town portion of the capital cost of placing the wiring and other parts of an electrical distribution system underground; and
- viii) depositing in a special purpose tax account to provide for future expenditures for wastewater facilities, stormwater systems, water systems, transportation facilities or other anticipated capital requirements.
- (h) "Majority Approval" means majority approval based on the signatures from Owners representing at least two-thirds of all Properties in the area that Council has determined to benefit from a Local Improvement and at least two-thirds of the methodology chosen as set out in Section 9.8;
- (i) "Town" means the Town of Amherst;
- (j) "Owner" has the same meaning as set out in the *Municipal Government Act*, except where the context requires otherwise;
- (k) "Property" means a parcel or lot of property which is in an area determined by Council to benefit from a Local Improvement;
- (l) "Schedule A" means a list of projects and properties subject to a local improvement, as amended from time to time, and shall include at a minimum; a brief description of the project, PID number of all properties subject to the local improvement, charges imposed, terms of repayment, any exceptions/adjustments to charges, and any other project relevant project information.
- (m) "Subdividable Lot" means, for the purpose of this bylaw, a Property which is capable of being subdivided into at least two buildable lots if, taking into consideration the lot Frontage, lot area, zoning and the location of existing buildings, the Town would approve the subdivision of the Property into at least two lots;
- (n) "Street" means a public street, highway, road, lane, sidewalk, thoroughfare, bridge, square and the curbs, gutters, culverts, and retaining walls in connection therewith located within the Town whether vested in the Town or the Province of Nova Scotia;
- (o) "Through Lot" means a Property bounded on two opposite sides by two or more Streets;
- (p) "Usable Frontage" means Property Frontage that has not been determined to be unusable under Section 7.2;

4. CHARGE IMPOSED

- 4.1. Where a Local Improvement has been carried out:
 - 4.1.1. by the Town in an area identified in Schedule "A", as defined in section 3, and as amended from time to time, a Charge is hereby levied upon every Owner of Property situated in whole or in part within the identified area except to the extent that any Property or the Owner thereof is totally or partially exempt from the Charge by provisions in this bylaw or the provisions of Schedule "A"; or
 - 4.1.2. as a result of a petition receiving Majority Approval and the project having been adopted and approved by Council, a Charge is hereby levied upon every Owner of Property situated in whole or in part within the area identified in the petition except to the extent that any Property or Owner thereof is totally or partially exempt from the Charge by provisions in the petition or in this bylaw;
- 4.2. Municipally, provincially and federally owned land may be exempt from Charges arising from the provisions of this bylaw unless otherwise indicated in the approved petition or Schedule "A".

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- 4.3. An interim Charge may be imposed when Council approves the project to proceed based on the best estimate of the cost of the project at that time. The interim Charge will be adjusted at the completion of the project.

5. AMOUNT OF CHARGE

- 5.1. The Charge levied pursuant to Section 4 shall be determined in accordance with the provisions of this bylaw and, if applicable, of the approved petition or Schedule "A" and may be calculated based on:
- (a) a uniform amount for each Property in existence or subsequently created by subdivision;
 - (b) the Frontage of the Property on any Street;
 - (c) the use of the Property;
 - (d) the area of the Property;
 - (e) the assessed value of the Property;
 - (f) any combination of two or more such methods of calculating the Charge; or
 - (g) such other method as Council deems fit.

6. VARIATIONS IN CHARGES

- 6.1. The Charge levied pursuant to this bylaw may be fixed at different rates for different classes or uses of Properties and may be fixed at different rates for different areas or zones as outlined in the approved petition and/or as outlined in Schedule "A".

7. FRONTAGE CHARGE

- 7.1. If the Charge contains a component calculated in whole or in part based upon the Frontage of the Property on a Street, the component of the Charge which is based upon Frontage shall be calculated in accordance with this section unless otherwise outlined in the approved petition, if applicable, or in Schedule "A" or an agreement.

FC = Frontage Charge

TF = Total of all individual Frontages (IF) determined as per the provisions of this bylaw

IF = Total Frontage of an individual Property (as possibly adjusted by any Frontage reductions or Frontage adjustments as per the provisions of this bylaw

TC = Total cost of the Local Improvement

GC = Municipal/Provincial/Federal contribution towards the Local Improvement

$FC = [IF/TF] \times [TC - GC]$

- 7.2. Subdivisions plans, deed descriptions, retracement plans and/or geographical information as deemed appropriate by the Town shall be used to determine the total Frontage of an individual Property
- 7.3. In the event of a dispute between a Property Owner and the Town as to any measurements of a Property, the Owner shall retain, at his or her sole expense, a Licensed Nova Scotia Land Surveyor, who shall certify the measurements of the Property and submit the same to the Town.

Frontage Reduction

- 7.4. Where an Owner can reasonably demonstrate, and provide evidence such as an environmental study or written confirmation from Nova Scotia Department of Environment and Climate Change, that the Property is unusable for development by reason of soil type, environmental hazard, or other natural factors that do not permit the land to be subdivided

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for the purpose of creating a lot, a Frontage reduction of up to 75 percent may be applied to the portion of unusable Frontage. This proof must be provided prior to the inclusion of the Local Improvement into Schedule "A", if applicable, or approval of a petition by Council.

Frontage Adjustments

- 7.5. A minimum Frontage may be established for each Local Improvement.
- 7.6. For Corner Lots and Through Lots, where both Streets adjacent to the Property are subject to a Local Improvement, the total Frontage will be adjusted as follows:
 - (a) For the longest Frontage, the Frontage will not be subject to any adjustment and will be Charged 100 percent of the Frontage;
 - (b) For the shortest Frontage, the Frontage may be reduced by 50 percent.
- 7.7. For Corner Lots and Through Lots, where one of the two Streets is subject to a Local Improvement and the other Street has previously been the subject of a Local Improvement, the Property will only be Charged for the portion of the Frontage subject to the current Local Improvement.
- 7.8. For Corner Lots or Through Lots, where one of the two Streets is subject to a Local Improvement and the other Streets has not been the subject of a Local Improvement, the Property will only be Charged for the portion of the Frontage subject to the Local Improvement and there shall not be any adjustments to the total Frontage.
- 7.9. For greater clarity, a Corner Lot will be deemed to benefit from a Local Improvement on all Streets that the Property has Frontage

8. EXEMPTIONS/ADJUSTMENTS TO CHARGES

- 8.1. A Property may be exempt from or given an adjustment to a Charge if the Property is considered to not benefit from the Local Improvement. An adjustment or exemption may be given when:
 - (a) a Property is already serviced; or
 - (b) a Property does not directly benefit from a Local Improvement and it cannot be reasonably argued that the Local Improvement provides an indirect benefit to the Property, such as the ability to further subdivide and develop the Property.
- 8.2. If Frontage is the method of Charge, the Property may also be subject to any adjustment or reductions available in Section 7.
- 8.3. An additional exemption or adjustment may be given to a Lot because of the size, configuration, topography, or ground conditions of the Property.
- 8.4. Properties given an exemption or adjustment to the Charge under this Section will be identified in Schedule "A" or, if applicable, within the approved petition or agreement.

9. ADMINISTRATIVE GUIDELINES

- 9.1. Council may proceed with a Local Improvement at its own discretion or in response to a petition which receives Majority Approval.
- 9.2. Where a petition has been conducted and does not receive Majority Approval, Council will not proceed with a Local Improvement, at its own discretion, for a minimum of three years. Property Owners are not prevented from requesting subsequent petitions within the three-year timeframe.

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Initiating a petition

- 9.3. The petition process may be initiated by:
- (a) a request from the sole owner of Property(s) or at least two Properties that would be subject to the petition; or
 - (b) a motion from Council directing Town staff to initiate the petition process.
- 9.4. The petition request from Property Owners and the motion from Council must include a description of the proposed Local Improvement, the desired method of Charge, and the proposed Charge area.
- 9.5. At Council's discretion, a petition may include Properties fronting onto more than one Street, whether those Streets are contiguous or not.

Processing a Petition

- 9.6. The following steps shall be followed:
- a) The petition will be conducted by Town staff and they will be responsible for preparing the petition documents and package.
 - b) The petition documents will include: a description of the Local Improvement and the method of Charge, a map of the proposed Charge area, the estimated total cost of the Local Improvement, the estimated cost for each Property and the financing options.
 - c) The petition documents will also include a letter explaining the Local Improvement process and will give each Property Owners an opportunity to vote YES or NO for the Local Improvement.
 - d) The petition package and documents with a stamped return envelope will be sent by mail to the Owners representing each Property.
 - e) The petition shall give Owners at least 30 days to respond.

Approval of the Petition

- 9.7. Where Council considers carrying out a Local Improvement on the basis of a petition, such Charges would be considered only where there is at least Majority Approval.
- 9.8. The Properties representing at least 2/3 of the methodology used for the Charge must be in favor of the petition. For example,
- (a) if the Charge is based on the area of the Property, the Properties representing at least 2/3 of the area would have to vote in favor;
 - (b) if the Charge is based on the assessed value of the Property, the Properties representing at least 2/3 of the assessed value would have to vote in favor;
 - (c) regardless of the methodology used for the Charge, the Owners representing at least 2/3 of the total Properties must be in favor for a petition.
- 9.9. Successful petitions are considered to be valid for a period of 5 years from the date of approval by Council. Within that time frame, the validity of the petition is not affected by the number of times any Property may have changed Owners.

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- 9.10. In the event that the information relied upon by Council or staff to assess whether a petition has received Majority Approval later proves to be wrong, the decision based upon such information shall be as valid as if the information were correct.
- 9.11. If the Town does not receive a response from the Owners by the petition deadline, the Owners will be deemed to have voted NO and not being in favor of the Local Improvement.
- 9.12. In circumstances where there is more than one Owner of a Property, the Property will be considered to be in favor of the Local Improvement when the majority (50 percent) of the Owners have voted "YES" for the Local Improvement.

Local improvement without a petition

- 9.13. Where a Local Improvement is approved by Council without a petition, Council shall, by policy, determine a suitable method for advising residents affected by the decision taken under this bylaw.
- 9.14. Where a request for a Local Improvement is made by one or more Property Owners collectively owning 100% of the Properties in the area to be affected by the Local Improvement, there shall be no need to follow the petition process set out in this bylaw and the Town may enter into an agreement with those Property Owners with respect to the carrying out and payment for the Local Improvement Charge and any matters incidental thereto.

Municipal contribution to local improvement

- 9.15. For Local Improvements on Streets owned by the Town, at its own discretion, Council may choose to make a financial contribution up to ten (10) percent towards the cost of the Local Improvement or in special circumstances a percentage higher than ten (10) percent at the discretion of Council.

10. LIEN

- 10.1. A Charge imposed pursuant to this bylaw constitutes a first lien on Property in the same manner and with the same effect as rates and taxes under the *Municipal Government Act* (Section 81(3)(f)).
- 10.2. A Charge imposed pursuant to this bylaw is collectable in the same manner as rates and taxes and, at the option of the Treasurer, collectable at the same time and by the same proceedings, as rates and taxes.
- 10.3. The liens against the Property become effective on the earliest of the date on which the interim Charge is imposed or the Engineer files with the Treasurer a certificate that the improvement has been completed.
- 10.4. The lien provided for in this bylaw shall remain in effect until the Charge plus interest has been paid in full.
- 10.5. Where a Property subject to a lien is subdivided, the unpaid amount of the Charge plus interest shall be apportioned among the new subdivided lots according to the assessed value that the new lots have in relation to the total assessed value of the Property before subdivision.

11. INTEREST

- 11.1. Interest shall accrue on Charges outstanding from the due date forward, at a rate approved by Council. The due date is the date of completion or the date that installments are due if the annual payment option is available.

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12. REPAYMENT OF THE CHARGE

12.1. At the option of the Owner(s) of a Property which is subject to a Charge, the Charge may be paid in either of the following ways:

- (a) by payment, in full, at the time of invoicing by the Municipality;
- (b) by annual installments. In the event of default of payment of an installment, the whole balance shall become due and payable without notice or demand; or
- (c) as otherwise set out in an agreement with the Property Owners.

12.2. The term of repayment shall be outlined in Schedule "A", in the wording of the approved petition or in the Council motion approving the project and, where applicable, in the agreement with the Town. Annual installments shall not exceed 25 years.

12.3. Where applicable, the Property Owner(s) shall have one month from the date of their initial notice of amounts owing, to notify the Treasurer, in writing, which financing option has been selected. If there is no written notification, the Property Owner(s) shall be deemed to have selected the annual payment option.

13. AMENDMENT TO THE BYLAW

13.1. Any amendment to this bylaw shall not affect existing projects outlined in Schedule "A" unless expressly intended to do so through an amendment to the Schedule.

14. REPEAL AND REPLACE

14.1. The previous version, and all other versions of the Bylaw, are repealed and replaced by this version.

For Administrative Use Only

Local Improvement Bylaw D-3 Adoption:	
First reading:	
Notice of Publication:	
Second Reading:	
Notice of Publication and Effective Date of Bylaw:	
Notice to Service Nova Scotia & Municipal Relations:	

VERSION LOG

Bylaw Number	Amendment Description	Council Approval Date
Director of Operations, Bourgeois	The Civic Improvement Charges Bylaw as approved by the Minister of Municipal Affairs on May 22, 1968 and all amendments thereto are repealed.	October 31, 1995
	The Local Improvement Bylaw as approved on October 31, 1995 and all amendments thereto are repealed.	April 24, 2023
	Add Russell Street Alders Development to Schedule 'A'	

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Schedule 'A'

1. Russell Street Alders Development:

STREET CONSTRUCTION AND FINANCING AGREEMENT

Made in duplicate

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 B4H 4A1, (the "**Town**")

- AND -

Tony Alders (or Corp name), a corporation under the laws of the Province of Nova Scotia, carrying out business at, Amherst, NS B4H, (the "**Developer**")

(Collectively referred to as the "**Parties**")

WHEREAS the Parties have a common interest in the development of a new subdivision on the subject property;

AND WHEREAS the Town is willing to build the required water and sanitary sewer infrastructure to create the new subdivision;

AND WHEREAS the Town is willing to finance each phase of the cost of the development over a 5-year time period;

AND WHEREAS the Developer is willing to pay back the cost of each phase of the said infrastructure over a 5-year time period;

AND WHEREAS the parties are desirous of moving forward with this development in a cooperative manner;

AND WHEREAS the Developer, through this agreement, has petitioned the Town through Bylaw D-02 The Town of Amherst Local Improvement Bylaw, this agreement and all charges and payments will be processed through the said Bylaw;

NOW THEREFORE the Town and the Developer AGREE AS FOLLOWS:

GENERAL

1. This agreement applies to and for the benefit of Town and the Developer.
2. The agreement will outline the various responsibilities for the Town and the Developer in relation to the construction, sale, financing and marketing for the development.
3. The Town will be responsible for:
 - 3.1. Constructing, commissioning and maintenance of all water, sanitary sewer and storm sewer infrastructure for the development; and
 - 3.2. Improving the park located at Ernie Lane in the fiscal year after the first 10 houses are constructed.
4. The Developer will be responsible for:

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- 4.1. Fees for professional services, including but not limited to, legal, surveying, engineering and any other professional service that may be related to the development of the subdivision.
 - 4.2. Being in compliance with any Federal, Provincial and Town law, regulation or Bylaw.
 - 4.3. Constructing and commissioning of all street infrastructure for the development, including:
 - 4.3.1. Road bed
 - 4.3.4. Asphalt street surface
 - 4.3.5. Curbs
 - 4.3.6. Sidewalks
 - 4.3.7. Overhead Electrical Infrastructure
 - 4.3.8. Street signage;
 - 4.3.9. Trail connection to Ernie Lane Park
 - 4.4. Payment of the cost to install all infrastructure, excluding the additional cost to deal with the Town storm water currently being discharged onto the property, as well as any costs associated with Town Policy 31600-09 Paving New Residential Subdivision Streets which will be paid for by the Town;
 - 4.5. Actively marketing the lots / homes for sale both locally and outside the Town of Amherst, including payment for such services;
 - 4.6. Receiving offers to purchase lots / homes;
 - 4.7. Negotiating all lot / home sales;
 - 4.8. Processing all lot / home sales;
 - 4.9. Payment of any real-estate fees;
 - 4.10. Payment of a public land dedication fee equal to 5% of the value of each vacant lot at the time the lot / home is sold;
 - 4.11. Deed to the town all street right of ways required for each phase of the development prior to development;
 - 4.12. Provide any required easements to public utilities operating in Nova Scotia.
 - 4.13. Provide any required easements to the Town for water, sanitary sewer, storm sewer or trail infrastructure.
5. The Developer will not implement restrictive covenants on the property that limit the use of the property to single detached dwellings.
6. Phases, Scheduling and Payment
- 6.1. The development will be constructed in four phases;
 - 6.2. For clarification, the Developer costs in Phase 1 represent water and sewer connection costs only. The Town is responsible for the replacement of the sanitary sewer line and street re-instatement;
 - 6.3. Prior to the construction of each phase of the development, a cost estimate will be developed by the Town for the infrastructure they will construct, and by a qualified professional for the infrastructure the developer will construct. These two estimates will be agreed to by both parties prior to construction.
 - 6.4. Should the Town experience construction problems in relation to bedrock, water table, 'soft ground', cultural artifacts, etc., during the installation of the water and sanitary sewer infrastructure, the Town will immediately suspend work and:
 - 6.4.1 Notify the Developer;
 - 6.4.2 Meet with the Developer to determine a course of action;
 - 6.4.3 Confirm the Developer will pay the additional costs required as per the payment schedule (which will be financed by the Town of Amherst);
 - 6.5. Should any cost increase be greater than 25% of the estimated cost, a motion of Amherst Town Council to proceed will be required.
 - 6.6. The Town will carry/finance the costs of the required and agreed to infrastructure;
 - 6.7. The developer will pay for the infrastructure over a 5-year period. Payments will be paid

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quarterly. An interest rate of 3 percent will be applied to the balance owing, calculated annually;

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- 6.8. The Town will place a first priority mortgage on all of the land subject to the active phase of the development. This mortgage will be partially released as each lot is sold provided the Developer is up to date on all payments to the Town;
- 6.9. If the developer fails to make payments for a period exceeding 90 days the Town may foreclose on the mortgage and acquire the said property;
- 6.10. The land will be developed in four phases as shown on Schedule A;
- 6.11. Completed 'back fill inspections' for foundations for a minimum of 5 dwellings units in each phase must be completed prior to proceeding to the next phase of the development;
- 6.12. While the Town would prefer that each phase of the development be paid off by the developer prior to moving to the next phase, the Town will move forward with each subsequent phase provided that no more than \$50,000 from the prior phases of the development are owing to the Town. For further clarity, at no point will the Town finance more than \$250,000;
- 6.13. Subject to all relevant sections of this agreement, the Town will construct the infrastructure they are responsible for according the following schedule:
 - 6.13.1 Phase 1 – within 8 weeks of notification of moving forward;
 - 6.13.2 Phase 2, 3 & 4 – within 12 weeks of notification of moving forward, or if notified after August 15, June 15 of the following year;
- 6.14. Should the second or any subsequent phase of the development not be triggered within 18 months of the previous phase the Town has the right to decide not to move forward with the next phase of the agreement;
- 6.15. Subdivision of lots may occur any time after water and sewer construction commences, and individual dwellings may be constructed provided safe access (including for emergency vehicles) can be available at the sole discretion of the Town of Amherst;
- 6.16. Prior to constructing any infrastructure, the Town will place a lien on the property in that phase;
- 6.17. Street construction is considered complete when the street is accepted as a Town Street by the Town Engineer;
- 6.18. The Developer may pay off the financial obligations to the Town early;
- 6.19. Where not specifically governed by this agreement, the number, location, layout and type of streets, lots, dwellings, buildings and uses within the development will be subject to the Town of Amherst Land Use Bylaw.
- 6.20. The current cost estimates for each phase of the development are provided in Appendix B. These are the current costs approved in the agreement. These estimates will be updated prior to each phase of the development. Should the estimated costs increase by more than 25% a motion of Amherst Town Council will be required prior to proceeding with construction of that phase.
- 6.21. Cost estimates contained in schedule B may be converted to a Frontage Charge, as per the Local Improvement Bylaw.

TERMINATION

7. This Agreement may be terminated by mutual consent at any time.;
8. Failure to proceed to the subsequent phase does not release the Developer of any financial, or other obligations outlined in this agreement for current or prior phases of the development.

SUCCESSION

9. This agreement shall be registered on title of the property.
10. This agreement will automatically be transferred to any subsequent owners of the

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property.

SIGNATURES

Town of Amherst:

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

David Kogon, MD
Mayor

The Developer:

Tony Aalders

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SCHEDULE 'A'

MAP OF THE DEVELOPMENT



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SCHEDULE "B"

Cost Estimates

Phase 1

Town of Amherst **\$135,000 (Sewer main and street re-instatement) Developer**
\$22,000 (usual water and sewer hookup charges per lot)

Phase 2

Town of Amherst **\$150,000**
Developer **\$200,000**

Phase 3

Town of Amherst **\$120,000**
Developer **\$170,000**

Phase 4

Town of Amherst **\$150,000**
Developer **\$175,000**