

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: January 22, 2024
Time: 6:00 pm
Location: Council Chambers, Town Hall

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

Staff Present
 Jason MacDonald, Chief Administrative Officer
 Dwayne Pike, Chief, Police Services
 Greg Jones, Director, Fire Services
 Aaron Bourgeois, Director, Operations
 Andrew Fisher, Director, Planning & Strategic Initiatives
 Sarah Wilson, Director, Finance
 Sharon Bristol, Director, Community Living
 Kim Jones, Director, Corporate Communications & IT
 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/ACCEPTANCE OF MINUTES

3.1 Approval of the Agenda

Moved By Councillor Baker

Seconded By Councillor Emery

To approve the agenda as circulated.

Motion Carried

3.2 Acceptance of Minutes

Mayor Kogon called for any errors or omissions in the minutes. There being none, the minutes of the December 18, 2023 regular meeting of Council were accepted as included in the agenda package.

4. REQUESTS FOR DECISION

4.1 2024 Strategic Priorities

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Emery

That Council adopt the Strategic Priorities for 2024.

Motion Carried

4.2 15 & 31 East Victoria Street Development Agreement Application First Reading

Moved By Councillor Davidson

Seconded By Councillor Emery

That Council give First Reading of the Development Agreement for 15 and 31 East Victoria Street, and schedule a Public Hearing for Thursday, February 8, 2024 at 5:00 p.m.

Motion Carried

Case No: DA-2024-01

This Agreement made this Xth Day of 2024.

Between:

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

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP-15 of the Municipal Planning Strategy of the Town of Amherst, to construct a 3-story, 24-unit apartment building and a 6-storey mixed-use building on three abutting properties along Electric Street, East Victoria Street and Maple Avenue (PIDs: 25508698, 25005430 and 25033747 respectively).

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

AND WHEREAS the Council of the Town, at its meeting on the XXth Day of [Month] 2024, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

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

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

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

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST_____
David Kogon MD, Mayor_____
Jason MacDonald, MCIP, LPP, CAO**FOR THE OWNER**_____
Jim Furlong**Schedule A PID 25508698, 25005430 and 25033747, Electric Street, Amherst**

Terms and Conditions:

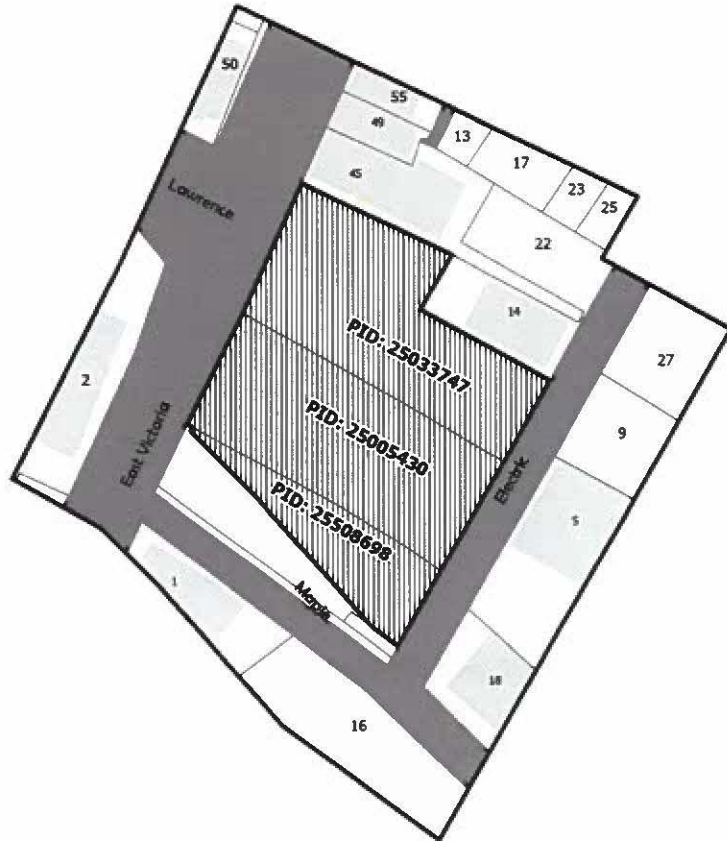
1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the properties shall be limited to residential uses within a maximum of a 24-unit, 3-level apartment building and a 6-storey mixed use building that shall contain commercial uses on the ground floor and up to 62 dwelling units on the upper floors, in the general location as shown on Schedule 'C'. Additional commercial uses may be permitted on the upper floors by reducing the number of dwelling units.
- 1.2 A minimum of 100 parking spaces shall be provided on the Land and shall be generally configured as shown on Schedule 'C' on the surface level with the balance of parking spaces provided underground.
- 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 buildings shall generally conform to the designs shown on Schedule 'C' and 'D'. Variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.6 The Owners shall be responsible for landscaping unpaved areas and maintenance on the Land.
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.
- 1.8 Paving of the driveways and parking areas shall be completed for the facility within twelve (12) months from the date an Occupancy Permit is issued for the first building constructed.

2.0 GENERAL REQUIREMENTS

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

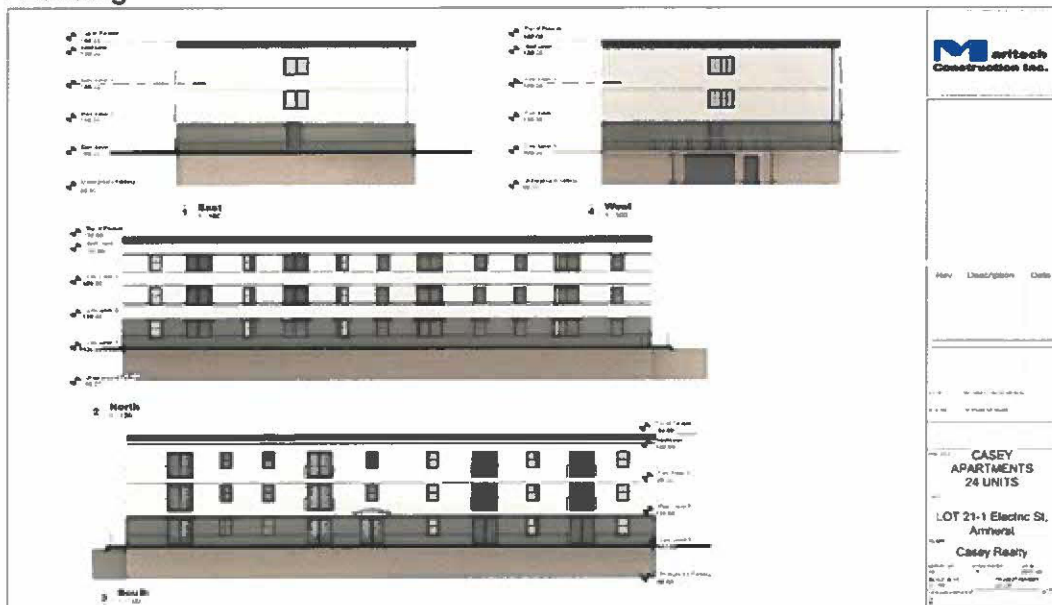
SCHEDULE 'B'



SCHEDULE 'C'



SCHEDULE 'D' Phase 1 Building



SCHEDULE 'C' Phase 2 Building



**SCHEDULE 'C'
Phase 2 Building**



South Elevation

**SCHEDULE 'C'
Phase 2 Building**



East Elevation



West Elevation

- 4.3 Poverty Reduction Advisory Committee Council Appointments
Moved By Councillor Emery
Seconded By Councillor Chambers
That Council appoint Deputy Mayor Fawthrop and reappoint Councillor Landry to the Poverty Reduction Advisory Committee effective immediately until October 31, 2024.**
- Motion Carried**
- 4.4 Poverty Reduction Advisory Committee Citizen Appointments
Moved By Councillor Landry
Seconded By Councillor Davidson
That Council appoint Donna Farrell, Ashley Legere, Trina Clark and LJ Barquilla to the Poverty Reduction Advisory Committee effective February 1, 2024 to March 31, 2025.**
- Motion Carried**
- 4.5 Accessibility Advisory Committee Citizen Appointments
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Emery
That Council appoint Meghan Hicks, Vanessa Jones, and Clifford Pinchbeck to the Accessibility Advisory Committee effective February 1, 2024 to March 31, 2025.**
- Motion Carried**

**4.6 Bylaw to Amend the Local Improvement Bylaw Schedule A Second Reading
Moved By Councillor Chambers
Seconded By Deputy Mayor Fawthrop
That Council give Second Reading of a By-law to Amend the Local
Improvement By-law Schedule 'A'.**

Motion Carried

TITLE: LOCAL IMPROVEMENT BY-LAW
SECTION: OPERATIONAL SERVICES
BY-LAW NO: D-02

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

1. SHORT TITLE

1.1. This by-law shall be known as by-law D-02 and may be cited as the "Local Improvement By-law".

2. PURPOSE

2.1. The purpose of this by-law 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 by-law 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;
 - 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 by-law, 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 by-law 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 by-law;

4.2. Municipally, provincially and federally owned land may be exempt from Charges arising from the provisions of this by-law unless otherwise indicated in the approved petition or Schedule "A".

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 by-law 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 by-law 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 by-law

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

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 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.

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.
- 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 by-law.
- 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 by-law 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 by-law 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 by-law 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 by-law 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.

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 BY-LAW

13.1. Any amendment to this by-law 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 By-law, are repealed and replaced by this version.

For Administrative Use Only

Local Improvement By-law D-02] Adoption	
First reading:	
Notice of Intent:	
Second Reading:	
Notice of Publication and Effective Date of By-law:	
Notice to Service Nova Scotia & Municipal Relations:	

VERSION LOG

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

Schedule 'A'

1.	Russell Street Development Aalders Agreement
----	--

1. Details of 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 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 By-law D-02 The Town of Amherst Local Improvement By-law, this agreement and all charges and payments will be processed through the said By-law;

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 By-law.
 - 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:
 - 6.13.1 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 By-law.

- 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 By-law.

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:

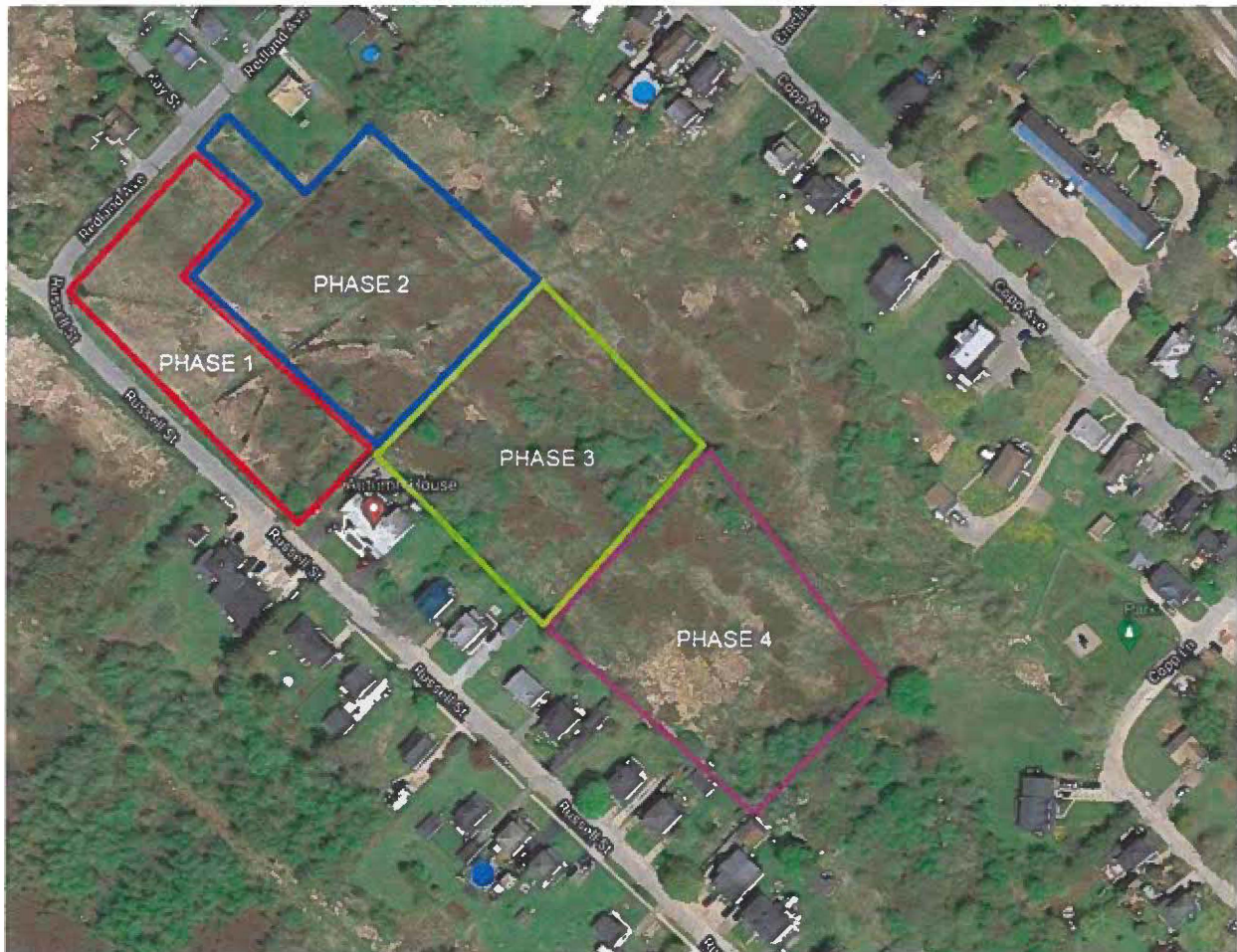
 Jason MacDonald, MCIP, LPP
 Chief Administrative Officer

 David Kogon, MD
 Mayor

The Developer:

 Tony Aalders

**SCHEDULE 'A'
MAP OF THE DEVELOPMENT**



Corporate Services		
SERVICE/PRODUCT/ADMINISTRATIVE	FEE	HST STATUS
Photocopies	.25/copy	Plus HST
Tax Certificates	\$50.00	HST Exempt
NSF Cheques	\$20.00	HST Exempt

By-Law Fees Collected by Corporate Services		
C-4 Dog-By-Law, Schedule A		
Dog License spayed/neutered	\$15/yr	HST Exempt
Dog License un-spayed/un-neutered	\$30/yr	HST Exempt
Lost Tag Replacement	\$15	HST Exempt
Dog-1 st Impoundment	\$30 75	Plus HST
Licensed Dog-2 nd Impoundment	\$70 150	Plus HST
Licensed Dog-3 rd & Subsequent Impoundments	\$100 150	Plus HST
Unlicensed Dog-Impoundments	\$100 150	Plus HST
Maintenance fee – Impoundment period	\$15 25/per day	Plus HST
C-11 False Alarms - After 2nd Notice	\$50/alarm	HST Exempt

Operational Services		
It is not the intention of the policy to rent Town of Amherst equipment to the general public; these rates and the availability of this equipment are contemplated for use by commercial concerns only.		
Equipment Charge out Rates	Rate per Hour	HST Status
Backhoe	\$93.00*	Plus HST
Loader	\$97.25	Plus HST
1-ton trucks/Service trucks	\$44.23*	Plus HST
3-5 ton trucks	\$66.00*	Plus HST
Street Sweeper	\$115.00*	Plus HST
Trackless	\$70.00*	Plus HST
Sewer Camera	\$100.00*	Plus HST
Line Locator	\$50.00*	Plus HST
Hole Hog	\$45.00*	Plus HST
Vermeer Brush Chipper	\$60.00*	Plus HST
Steamer	\$30.00*	Plus HST
Trash Pump	\$15.00	Plus HST
Diaphragm Pump	\$15.00	Plus HST
Line Painter	\$115.00/hour	Plus HST
Overhead charges extra – see procedure		
* Price includes one operator and fuel during normal working hours; overtime labour rates are extra.		

Operational Services By-Laws		
D-3 Wastewater Discharge By-Law		
One Connection	\$750.00	HST Exempt
Storm Sewer Connection (if done at the same time as sewer connection)	\$250.00	HST Exempt
D-19 Sanitary Sewer Rates By-Law		
Residential Metered Customers	\$.99 m ³	HST Exempt
Commercial/Industrial/Institutional metered customers	\$.49 m ³	HST Exempt
Annual Base Charges – Meter Size		
5/8"	\$72.00	HST Exempt
3/4"	\$108.00	HST Exempt
1"	\$175.00	HST Exempt
1.5"	\$344.00	HST Exempt
2"	\$545.00	HST Exempt
3"	\$1,085.00	HST Exempt
4"	\$2,000.00	HST Exempt
Annual Non-metered Mobile Home Park Owner	\$178.53 /dwelling unit/year	HST Exempt
Uniform Charge for Wastewater Treatment Facility for unmetered mobile homes billed on the property Tax Bill	\$72.00/yr	HST Exempt

Solid Waste Rates		
Solid Waste Collection billed on Tax Bill	\$268.00/yr	HST Exempt
Replacement Green Bin (Composter)	\$95.00	Plus HST
Replacement White Kitchen Compost (Bucket)	\$5.00	Plus HST

Services/Products – Operational Services		
Electric Vehicle Charging Station User Fee	\$1.50/hr	HST Included
Street Breaking Permit (Policy 31600-08)	\$500.00	Plus HST
Commercial Sewer Service (Policy 31600-14) Estimated by Engineer and final adjustment when work is done	Cost of Service	Plus HST

Planning and Development Department		
Zoning Confirmation Letter	\$50.00	HST Exempt
Copy of Land Use Bylaw or Municipal Planning Strategy	\$20.00	HST Exempt
Copy of Zoning Map (11 x 17)	\$5.00	HST Exempt
Copy of Zoning Map (50 cm x 60 cm)	\$10.00	HST Exempt
Application to Amend the Land Use Bylaw	\$200.00	HST Exempt
Application for a Development Agreement	\$200.00	HST Exempt
Application to Amend the Municipal Planning Strategy	\$300.00	HST Exempt
Application for a Variance or Site Plan	\$75.00	HST Exempt
Creation of Mapping Document	\$60.00/hr(including 10 lineal metres of maps)	Plus HST
Print Existing Map – less than 50 cm x 50 cm	\$25.00	Plus HST
Print Existing Map – more than 50 cm x 50 cm	\$50.00	Plus HST

Building Permits		
New residential buildings, community centres, churches	\$50.00 + \$0.12 per square foot	HST Exempt
New Commercial, Industrial or other building not listed	\$50.00 + \$0.17 per square foot	HST Exempt
All alterations or repairs	\$50.00 + 0.25% of value	HST Exempt
Decks, accessory buildings and farm buildings	\$50.00 + \$0.04 per square foot	HST Exempt
Demolition	\$20.00	HST Exempt
Permit Renewals	\$50.00	HST Exempt
Development Permit	\$50.00	HST Exempt

Police Department		
Commissioner of Oaths Signing	\$15.98	HST Exempt
Criminal Record Check/Vulnerable Sector for Amherst citizens to participate as volunteers for community organizations.	Waived	N/A
Criminal Record Check	\$30.00	Plus HST
Criminal Record Check for Amherst citizens to participate as volunteers for community organizations	Waived	N/A
Serial # Verification (homemade trailers)	\$25.00	Plus HST
Fingerprints (for non-criminal reasons)	\$50.00	Plus HST
Accident Reports	\$25.00	Plus HST
Community Room Rental	\$125.00/day \$75.00/half day	Plus HST
C-9 Taxi By-Law, Schedule E		
Taxi Cab License	\$25/yr	HST Exempt
Taxi License Transfer	\$10	HST Exempt
Taxi Driver License	\$20/yr	HST Exempt
Taxi Driver License Replacement	\$10	HST Exempt
Taxi License Photo	\$10.00	Plus HST

Fire Department		
Firefighter	\$20.00/hour	HST Exempt
Apparatus	\$200.00/in use; \$100.00/standby	HST Exempt
Standby Jaws of Life Alarm	\$350.00	HST Exempt
Meters	\$50.00/hr	HST Exempt
Saws	\$50.00/hr	HST Exempt
Lighting System	\$25.00/hr	HST Exempt
Generator	\$25.00/hr	HST Exempt
Foam – All Types	\$185.00/jug	HST Exempt
Specialized Suits – Hazmat	Replacement cost	HST Exempt
PPE (bunker gear)	Replacement cost	HST Exempt
Fire Extinguisher Training	\$300.00 up to 15 people	Plus HST
Fire Inspections	\$75.00/hr	Plus HST
Inspection Confirmation Letter	\$50.00	HST Exempt

Recreation								
Ice Time/Stadium								
The rates below are per hour plus HST.								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Holidays
Early Time 6:30-8:30am	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$128.00
Fair Time 8:30-5:00pm	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	-	-	\$128.00
Prime Time 5:00-12:00am	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00
Youth Time Monday-Sunday	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00

Youth Time Rates Include:

- Groups affiliated with Amherst Skating Club; or
- Groups affiliated with another skating club; or
- Groups affiliated with Skate Nova Scotia and/or Skate Canada who are **18 years old and younger.**
- Groups affiliated with Cumberland County Minor Hockey; or
- Groups affiliated with another minor hockey association; or
- Groups affiliated with Hockey Nova Scotia or Hockey Canada who are **18 years old and younger.**
- Groups affiliated with Ringette Nova Scotia; or
- Groups affiliated with Ringette Canada who are **18 years old and younger.**
- Community groups who don't reside in the Town of Amherst and are **18 years old and younger.**

Photocopies/Stadium (Policy 72000-06)		
8 ½ X 11 (Town Paper)	\$0.10/copy	Plus HST
8 ½ X 14 (Town Paper)	\$0.15/copy	Plus HST
11 X 17 (Town Paper)	\$0.25/copy	Plus HST
8 ½ X 11 (own paper)	\$0.05/copy	Plus HST
8 ½ X 14 (own paper)	\$0.05/copy	Plus HST
11 X 17 (own paper)	\$0.10/copy	Plus HST

Ballfield User Policy (Policy 72300-01)		
Lights	\$18/diamond/game	Plus HST
Tournament Fee	\$100/day	Plus HST
Tournament Lights	\$30/day	Plus HST

Stadium Advertising Rates plus artwork, design and production*		
Ice logos	\$400.00	Plus HST
Dasherboard	\$400.00	Plus HST
Wall Signage (4X6)	\$400.00	Plus HST
Ice Making Machine	\$2,500.00	Plus HST
Red and Blue Line – per line (not per side)	\$100.00	Plus HST
Stairs Kick Plates	3 for \$150.00	Plus HST
Score clock Small	\$600.00	Plus HST
Score clock Large	\$850.00	Plus HST

*In addition to the advertising rate, the customer will be responsible and invoiced for all cost(s) associated with the creation of artwork, design, production & installation if applicable. Actual quote will be provided at the time the service is requested.

Off Season Stadium Rentals		
Rink Floor Only	\$50.00 per hr or \$630.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Entire Facility including meeting rooms, team rooms	\$70.00per hr or \$790.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Extra Employees	\$25.00 per person per hour	Plus HST
2 nd Floor meeting room and lounge	\$50.00 per hour or \$150.00 per day	Plus HST

Beer/Liquor Concession Robb Centennial Park (Policy 72300-05)		
Concession only. NSAGA requirements responsibility of organizing committee	\$100.00/day	Plus HST

*Includes one employee during that time

Community Credit Union Business Innovation Centre			
Rental Fee	Daily	1/2 Day	Hourly
Conference Room	\$400.00	\$250.00	\$80.00
Conference Room – Community	\$240.00	\$150.00	\$48.00
Boardroom	\$125.00	\$80.00	\$25.00
Boardroom – Community	\$75.00	\$48.00	\$15.00
Hub	\$75	\$50	
Hub – Community	\$45	\$30	
Evening & Weekend Surcharge			\$20.00
Evening & Weekend Surcharge – Community			\$12.00
Sound & Lighting Technician			\$30.00
Sound & Lighting Technician – Community			\$18.00

*HST shall be applied and be in addition to all rates noted for the Community Credit Union Business Innovation Centre

Municipal Government Act Fees – FOI-POP Section 466, MGA

The fees charged for access to information under Part XX of the MGA (Freedom of Information and Protection of Privacy) shall be in accordance with the Freedom of Information and Protection of Privacy Regulations of Nova Scotia, as amended from time to time.

Note: "All rates and charges with respect to the Amherst Water Utility will be in accordance with the schedule of rates for water and water services as approved by the Utility and Review Board of Nova Scotia from time to time and as reflected in the Order of the Board."

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Finance	User Fee Policy is reviewed with departments annually as part of the operating budget process to determine if any updates / changes are required.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Add Fee for Electric Vehicle Charging Station \$1.50/hr HST included.	Director of Finance - Wilson	Council	January 23, 2023
Increase Solid Waste Collection Uniform Charge from \$185 to \$268 per year.	Director of Finance – Wilson	Council	April 24, 2023
Increase the fees for Dog impoundments to reflect amendments made to the Companion Animal Bylaw	Director of Finance – Wilson	Council	

30 April 2007	29 October 2007	18 April 2008
28 May 2009	26 April 2010	24 May 2011
23 May 2012	01 May 2013	30 April 2014
12 June 2015	25 May 2016	03 October 2016
23 January 2017	23 May 2018	15 May 2019
25 May 2020	22 June 2020	27 September 2021
08 June 2022		

**4.8 Substance Use Policy Amendments
Moved By Councillor Chambers
Seconded By Councillor Emery
That Council approve the Substance Use Policy amendments.**

Motion Carried

TITLE: SUBSTANCE USE POLICY
SECTION: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04500-06

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

POLICY STATEMENT

Employees under the influence of drugs or alcohol on the job can pose serious health and safety risks to both themselves and their fellow employees. To help ensure a safe and healthy workplace, the Town of Amherst reserves the right to prohibit certain items and substances from being brought on to or present on Town of Amherst premises.

PURPOSE

The Town of Amherst is committed to the health and safety of its employees and has adopted this Policy to communicate its expectations and guidelines surrounding substance use, misuse, and abuse.

DEFINITIONS AND TERMS

Alcohol: means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Use: means the use of any beverage, mixture, or preparation, including any medication, containing alcohol.

Contractor: Independent entity that agrees to furnish certain number or quantity of goods, material, equipment, personnel, and/or services to the Employer and Employees.

Drug: pure substance, chemical or agent used to alter the way the body or mind functions.

Drug Identification Number (DIN): number assigned by Health Canada to a drug product prior to being marketed in Canada. Identifies all drug products sold in the dosage form and is located on the label of OTC and prescription drug products authorized for sale in Canada.

Drug Paraphernalia: equipment, product or material intended or designed to be used in manufacturing, compounding, converting, concealing, processing, preparing or introducing a substance into the human body.

Employee: a person employed by the Town of Amherst to do work. For the purpose of this policy this includes contractors, volunteers, vendors and any person authorized by the Town of Amherst to be on the workplace/worksites.

Employer: means the organization of the Town of Amherst. This term includes the agents, officers and representatives of the Town of Amherst.

Employee Assistance Program/Family Assistance Program: means a confidential corporate sponsored program offering support and counselling services to employees (and identified family members) that are experiencing personal and/or work/personal related matters.

Fit for Duty: reporting to work and being able to perform assigned duties and tasks, whether on a Town of Amherst job site or another site assigned by a supervisor, and not being under the influence of any substance that causes Impairment or that adversely affects the employee's ability to perform their assigned duties and tasks in a safe and responsible manner throughout their entire work shift.

Group Health Plan: Health insurance program comprised of a group of members.

Impairment: state of being diminished, weakened or damaged, especially cognitively or physically.

Incident: any occurrence that caused or had the potential to cause damage to persons, property, reputation, security or the environment.

Off Duty Conduct: actions of the Employee, including verbal, non-verbal, and written acts, outside of the hours the employer employee is scheduled to work.

Reasonable Suspicion, also called Reasonable Grounds: The direct observations of the employee's conduct or other indicators such as physical appearance of the employee, odors associated with the use of substances and includes the presence of drug paraphernalia on the employee, their work area, or their vehicle, or observed changes in the employee's behavior such as erratic behavior, slurred speech, confusion, staggering and unsteadiness.

Safety Sensitive Position: Safety Sensitive Position is a job or position where the employee holding this position has the responsibility for their own safety or other people's safety.

Workplace performance affected by substance use could result in a significant incident, near miss or failure to adequately respond to a significant incident and detrimentally affects the health, safety or security of the employee, others, property, the environmental or employer's reputation.

For the purposes of this policy the following positions are designated Safety Sensitive:

- Police Officers
- Firefighters and Fire Inspectors
- Dispatcher
- Building Officials
- ~~Operations Manager~~ Public Works Foreman
- ~~Horticulturalist~~ Parks & Recreation Foreman
- Facilities Manager
- Engineering Technologist
- Engineering Technician
- Dangerous and Unsanitary Premises Administrator
- Operator with Refrigeration Class II
- Parks and Stadium Supervisor
- Parks, Maintenance and Stadium Operator
- Stadium Attendant
- Parks Attendant
- Recreation Maintenance
- Sub Foreman
- Carpenter
- Mechanic
- Welder
- Lead Hand
- Operator
- Water and/or Sewer Maintenance
- Utility
- Laborer

Substance: includes any drug, alcohol, substance, chemical or agent regardless of whether the use or possession is lawful or unlawful or requires a personal prescription or medical certificate from a licensed treating physician, Nurse Practitioner (NP), or those permitted by law, and includes any non-prescription and over the counter substances.

Supervisor: A supervisor is a person who has charge of a workplace and/or authority over a worker.

Volunteer: includes anyone attending at any workplace or worksite of the employer and for the purposes of this policy a volunteer will be considered like an employee.

Workplace/Worksite: any place that physical and or mental labor occurs, whether paid or unpaid. This includes whether on a Town of Amherst job site or another site assigned by a supervisor and where an employee attends while working for the employer, during scheduled work hours, and/or is acting on behalf of the employer.

OBJECTIVES

The following expectations apply to employees and management alike while conducting work on behalf of the company, whether on or off Town property:

- Employees are expected to arrive to work fit for duty and able to perform their duties safely and to standard;
- Employees must remain fit for duty for the duration of their shift;
- Distribution or sale of drugs, alcohol or any substance that causes impairment during work hours, including during paid and unpaid breaks, is strictly prohibited;
- Possession of non-prescribed drugs or substances that cause impairment during working hours is strictly prohibited;
- Use and possession of medically prescribed drugs is permitted during working hours, subject to the terms and conditions of Town of Amherst policies and all applicable legislation;
- Employees are prohibited from reporting to work while under the influence of non-prescribed drugs or alcohol; and
- Employees on prescription medication or medically approved substances **must** communicate to management any potential risk, limitation, or restriction requiring modification of duties or temporary reassignment.

SUSPICION OF IMPAIRMENT

The following procedure may be enacted if there is reasonable belief that an employee is impaired at work:

- If possible, the employee's manager or supervisor will first seek another manager's or supervisor's opinion to confirm the employee's status.

- Next, the manager or supervisor will consult privately with the employee to determine the cause of the observation, including whether substance **abuse use** has occurred. Suspicions of an employee's ability to function safely may be based on specific personal observations. If the employee exhibits unusual behavior including, but not limited to, slurred speech, difficulty with balance, watery or red eyes, or dilated pupils, or if there is an odor of alcohol or other impairing substances, the employee should not be permitted to return to their assigned duties in order to ensure their safety and the safety of other employees or visitors to the workplace.
- If an employee is considered impaired and deemed "unfit for work," this decision is made based on the best judgement of two members of management (when possible) and DOES NOT require a breathalyzer or blood test. The employee may be advised that the Town of Amherst has arranged a taxi or shuttle service to safely transport them to their home address or to a medical facility, depending on the determination of the observed impairment. The employee may be accompanied by a manager or supervisor or another employee if deemed necessary.
- When it is suspected that an employee is impaired, the employee will not be allowed to drive. The employee should be advised if they choose to refuse Town of Amherst organized transportation and make the decision to drive their personal vehicle, the Town is obligated to, and will contact, the police to make them aware of the situation.
- A meeting may be scheduled for the following work day to review the incident and determine a course of action which may include discipline or a monitored referral program as part of a treatment plan.

SUBSTANCE DEPENDENCY

Town of Amherst understands that certain individuals may develop a chemical dependency to certain substances, which may be defined as a disease or disability. Employees are not excused from their duties as a result of their dependencies. Town of Amherst promotes early diagnosis. Any employee who suspects that they might have an emerging drug/substance or alcohol problem is expected to seek appropriate treatment promptly. **The Town of Amherst will support this process where appropriate and when operationally viable.**

VOLUNTARY IDENTIFICATION

Employees are encouraged to communicate if they have a dependency or have had a dependency so that their rights are protected and they can be accommodated appropriately. Employees will not be disciplined for requesting help or due to current or past involvement in a rehabilitation effort.

All medical information shall be kept confidential by Town of Amherst, unless otherwise authorized by law.

AGREEMENT FOR THE CONTINUATION OF EMPLOYMENT

Town of Amherst reserves the right to invoke an agreement for the continuation of employment in accordance with an employee's commitment to become and remain alcohol- and drug-free. The agreement will outline the conditions governing the employee's return to the job and the consequences for failing to meet the conditions.

An agreement for the continuation of employment may include a requirement for drug or alcohol testing.

DISCIPLINARY ACTION

Employees may be subject to disciplinary action up to and including termination of employment for failure to adhere to the provisions of this policy, including but not limited to:

- a) Failure to meet prescribed safety standards as a result of impairment from alcohol, drugs or substances that cause impairment; and
- b) Engaging in illegal activities (for example, selling drugs, alcohol or substances that cause impairment while on Town of Amherst premises).

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Directors	Directors will: <ol style="list-style-type: none"> a. Clearly communicate expectations surrounding alcohol and drug/substance use, misuse, and abuse; b. Maintain a program of employee health and awareness; c. Provide a safe work environment; and d. Review and update this policy regularly. e. Ensure, when appropriate, that accommodation as provided if warranted.

Human Resources	<p>Human Resources will:</p> <ol style="list-style-type: none"> a. Ensure a confidential and supportive environment for an affected employee to address the situation discreetly and compassionately to protect the employee's privacy; b. Provide relevant resources and referrals which may include, but are not limited to, support networks, treatment options, community resources, employee assistance programs, workplace referrals, counseling and/or rehabilitation services; c. Collaborate with Directors and Managers to implement reasonable accommodations when appropriate; d. Assist in the reintegration into the workplace following accommodation and/or rehabilitation measures and; e. Maintain accurate documentation regarding the events, interventions, and/or agreements made regarding the employee.
Managers and Supervisors	<p>Managers and Supervisors will:</p> <ol style="list-style-type: none"> a. Identify any situations that may cause concern regarding an employee's ability to safely perform their job functions; b. Ensure that any employee who asks for help due to a drug/substance or alcohol dependency is provided with the appropriate support (including accommodation); and c. Maintain confidentiality and employee privacy.
Employees	<p>Employees will:</p> <ol style="list-style-type: none"> a. Abide by the provisions of this policy and be aware of their responsibilities under it; b. Arrive to work fit for duty, and remain as such for the duration of shift; c. Communicate dependency or emerging dependency to management or human resources; and d. Follow an after-care program, where established. e. Seek advice and appropriate treatment, where required; f. Perform work safely in accordance with established safe work practices; g. Avoid the consumption, possession, sale, or distribution of drugs, substances that cause impairment or alcohol on Town property and during working hours (even if off Town property); h. When off duty, refuse a request to come into work if unfit for duty; i. Report limitations and required modification as a result of prescription medication; j. Report co-workers to management who they have reason to believe are not fit for duty according to this policy; k. Any employee working in a Safety Sensitive position who has a limitation or restriction on their ability to perform their job, or if prescribed medical treatment which has or will adversely affect those abilities, must report such limitations or restrictions to their immediate supervisor, who in turn will notify Human Resources.

ACKNOWLEDGEMENT AND AGREEMENT

I, (Employee Name), acknowledge that I have read and understand the Substance Use Policy of Town of Amherst. I agree to adhere to this policy and will ensure that any employees working under my direction adhere to this policy. I understand that if I violate the rules set forth in this policy, I may face disciplinary action up to and including termination of employment.

Name: _____

Signature: _____

Date: _____

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Replace all non-gender-neutral terminology (his/her) with gender-neutral terms (they/them/their); addition of new positions to be defined as "safety sensitive" positions; provide clarity that the Town will support an employee who may be undertaking treatment for substance dependency when appropriate and operationally viable; add roles and responsibilities for Human Resources staff; minor grammar revisions	Director, HR and Customer Services, Crossman	Council	

Minutes reference date: April 29, 2019

4.9 Industrial Park Land Acquisition

Moved By Councillor Landry

Seconded By Councillor Chambers

That Council approve the purchase of Lots W, 8B, 21, 46, and 55, at Net Book Value, plus closing costs for future industrial park development.

Motion Carried

4.10 Library Funding

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Landry

That Council approve the request from the Cumberland Public Library for bridge funding in the amount of \$6,000.

Motion Carried

5. INTERNAL COMMITTEE REPORTS

5.1 Planning Advisory Committee - Landry

Information item only; no direction given or action required.

5.2 Amherst Board of Police Commissioners - Davidson

Information item only; no direction given or action required.

5.3 Inclusion Diversity and Equity Committee - Davidson

Information item only; no direction given or action required.

6. EXTERNAL COMMITTEE REPORTS

6.1 Cumberland Public Libraries - Fawthrop

Information item only; no direction given or action required.

6.2 Cumberland YMCA - Fawthrop

Information item only; no direction given or action required.

6.3 L. A. Animal Shelter - Fawthrop

Information item only; no direction given or action required.

6.4 Municipal Alcohol Project - Emery

Information item only; no direction given or action required.

7. ADJOURNMENT

There being no further business Mayor Kogon adjourned the meeting.



Natalie LeBlanc
Municipal Clerk



David Kogon, MD
Mayor