

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: April 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
 Andrew Fisher, Director, Planning & Strategic Initiatives
 Dwayne Pike, Chief, Police Services
 Greg Jones, Director, Fire Services
 Kim Jones, Director, Corporate Communications
 Krista Crossman, Director, HR & Customer Services
 Sarah Wilson, Director, Finance
 Sharon Bristol, Director, Community Living
 Sean Payne, Corporate Communications Officer
 Natalie LeBlanc, Municipal Clerk
 Cindy Brown, Administrative Assistant

1. CALL TO ORDER

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

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgment.

3. APPROVAL OF AGENDA/ACCEPTANCE OF MINUTES

3.1 Approval of the Agenda

Moved By Councillor Baker

Seconded By Councillor Emery

To approve the agenda as circulated.

Motion Carried

3.2 Acceptance of Minutes

3.2.1 March 25, 2024 Regular Meeting

The Mayor called for any errors or omissions in the minutes. There being none, the minutes of the March 25, 2024 regular meeting of Council were accepted as included in the agenda package.

3.2.2 April 8, 2024 Special Meeting

The Mayor called for any errors or omissions in the minutes. There being none, the minutes of the April 8, 2024 special meeting of Council were accepted as included in the agenda package.

4. REQUESTS FOR DECISION

4.1 305 Church Street (Dolan Property) Development Agreement First Reading

Moved By Councillor Chambers

Seconded By Councillor Emery

That Council give First Reading of the development agreement, excluding section 8.1.2 (a), for a 20-acre portion of 305 Church Street to allow a residential development and schedule a Public Hearing for Wednesday, May 15, 2024 at 5:00 p.m. in Council Chambers.

Motion Carried

COLOUR CODING:

SECTION # OR Detail to confirm at final draft

SCHEDULE # to confirm at final draft

TOWN OF AMHERST Draft Development Agreement

Between:

The Shaw Group Limited.

And

Town of Amherst, Nova Scotia

To permit a master planned development, including residential, and open space uses on lands located along [Highway 204/Church Street], Nova Scotia and identified as PID 25038720.

Original agreement approved by Municipal Council on the ____ day of _____, 2024.

Signed and entered into this ____ day of _____, 2024.

This Agreement made this ____ day of _____, 2024.

BETWEEN:

THE SHAW GROUP LIMITED, of Halifax, Nova Scotia,

hereinafter called the “**DEVELOPER**,”

OF THE FIRST PART;

- and -

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

OF THE SECOND PART.

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

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

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

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

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

TABLE OF CONTENTS

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION	4
PART 2: DEFINITIONS	5
2.1. Words Not Defined under this Agreement	5
2.2. Definitions Specific to this Agreement	5
PART 4: GENERAL DESCRIPTION OF LAND USE, SUBDIVISION & DEVELOPMENT PROVISIONS.....	5
4.1. Schedules	5
4.2. Site Preparation.....	5
4.3. Land Use.....	6
PART 5: DETAILED PROVISIONS FOR LAND USE	6
5.1. Land Use Requirements	6
5.2. Single Unit Dwellings	7
5.3. Semi-Detached Dwellings.....	7
5.4. Townhouse Dwellings	7
5.5. Cluster Housing	7
5.6. Multiple Unit Dwellings	8
5.7. Accessory Dwelling Units	8
5.8. Accessory Structures.....	9
5.9. Home-Based Businesses	9
5.10. Parkland	9
5.11. Parking and Bicycle Parking Requirements and Standards	9
PART 6: General Provisions	10
6.1. Landscaping.....	10
6.2. Encroachments.....	10
6.3. Height Exemptions	10
6.4. Corner Lot Sight Triangle.....	10
6.5. Watercourse Buffer	10
6.6. Ungulates, Fowl and Rabbits.....	11
6.7. Electric Vehicle Charging	11
6.8. Temporary uses	11
6.9. Signs.....	11
PART 7: SUBDIVISION OF THE LANDS	11
PART 8: STREETS AND MUNICIPAL SERVICES	12
PART 9: AMENDMENTS	13
PART 10: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE.....	13
PART 11: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT	13

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1. Applicability of Agreement

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

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

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

1.3. Variances Permitted

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

1.4. Permit Application Requirements

- 1.4.1 Every application for a development permit shall be made in writing on standard forms.
- 1.4.2 The application for a development permit shall include:
- a) the signature of the registered land owner or their duly authorized agent;
 - b) a statement of the proposed use of the land;
 - c) a statement of the estimated commencement and completion date of development;
 - d) a site plan; and
 - e) any other information required by this Development Agreement.
- 1.4.3 Site plans prepared for a development permit application shall be drawn to an appropriate scale and showing information as required by the Development Officer, such as, but not limited to:
- a) the dimensions of all lots for which development is proposed;
 - b) identification of abutting streets and private roads;
 - c) identification of rights-of-ways and easements within the subject property;
 - d) proposed location, height, and dimensions of any building, structure, or work for which the permit is applied;
 - e) location of every building or structure already erected on or partly on the subject property, and the approximate location of every building within 10 metres of the subject property on contiguous lots;
 - f) existing and proposed services;
 - g) location of existing and proposed solid waste storage areas;
 - h) proposed location and dimensions of parking spaces, loading spaces, driveways, and landscaping areas;
 - i) north arrow, scale, date of drawing, and identity of drawing author; and
 - j) Where necessary to determine conformance with this Development Agreement, the Development Officer may require the applicant to provide additional information at the necessary level of detail and, if necessary, prepared by the appropriate professional.

1.5. Multiple Uses Permitted

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

1.6. Multiple Main Buildings Permitted

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

1.7. Nova Scotia Building Code Requirements

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

1.8. Development Permits

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

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

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

- a) Home office uses;
- b) Renovations or alterations to a structure that do not result in a change in volume or gross floor area, change in the number of dwelling units, or a change in use of the structure;
- c) Fences less than 1.85 m in height;
- d) Signs less than 0.2 m² in area where signs are permitted;
- e) Up to two accessory structures on a lot, each less than 20 m² in area and less than 4.5 metres in height; with a maximum total lot coverage of **40%**
- f) A change in the grading of land or vegetation;
- g) Public and private utilities located within the street right-of-way;
- h) Temporary greenhouses or other such temporary crop structures.

PART 2: DEFINITIONS

2.1. Words Not Defined under this Agreement

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

2.2. Definitions Specific to this Agreement

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

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

3.1. Schedules

3.1.1. The following Schedules form a legally binding portion of this agreement:

Schedule A	Legal Description of the Lands - PID 2500872
Schedule B	Land Use Concept Plan
Schedule C	Phasing Plan
Schedule D	Parkland Plan
Schedule E	Trail & Transportation Plan
Schedule F	Road Cross Sections
Schedule G	Definitions

3.1.2. Notwithstanding **Section 3.1.1**, remaining lands are shown for contextual purposes only. Remaining lands are subject to a future development agreement or by amendment to this agreement.

3.1.3. The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally conforms with **Schedules B, C, D, and E** and the terms of this agreement.

3.1.4. Notwithstanding **Section 3.1.3**, the Development Officer may permit the following variations to information shown on **Schedules B, C, D, and E**, such as but not limited to:

- a) the location, addition, or reduction of General Residential areas;
- b) the location, addition, or reduction of Cluster Residential areas;
- c) the location or addition of Multiple Residential areas;
- d) shifting of exact location of the street and transportation network, provided that essential connections are maintained.

3.2. Site Preparation

3.2.1. A development permit may be issued for temporary construction uses on the Lands in accordance with the **Permitted Land Use Table (4.1.1 f)** and **Section 5.8**. A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction of the development.

- 3.2.2. The commencement of site preparation, clearing, excavation, blasting activities, stockpiling, or grubbing for each Phase or portion thereof, may take place prior to the approval of any Plan of Subdivision within the Lands.

3.3. Land Use

3.3.1. The use(s) of the Lands permitted by this Agreement are the following:

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

PART 4: DETAILED PROVISIONS FOR LAND USE

4.1. Land Use Requirements

4.1.1. The use of land is regulated as follows:

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

f) **PERMITTED LAND USE TABLE**

Use	General Residential Area	Cluster Residential Area	Multiple Residential Area	Parks & Open Spaces Area
Accessory dwelling units	● accessory to single unit dwelling			
Backyard Suite Use	●			
Cluster Housing Uses		●	⑤	
Daycare Facility Use			●	
Home Office Use	●	●	●	
Home-Based Business Use	●	② accessory to single unit dwelling		
Home-Based Daycare Use	●	② accessory to single unit dwelling		
Model suite uses	●	●	●	
Multiple unit dwellings	⑥ up to 4 units		●	
Park Use	●	●	●	●
Residential Facility Use			●	
Secondary Suite Uses	●	② accessory to single unit dwelling		
Semi-detached dwellings	●	③	③	
Single unit dwellings	●	②	②	
Townhouse dwellings	●	④	④	
Temporary Construction Use	●	●	●	●
Temporary Use	●	●	●	●
Utility uses	●	●	●	●

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

4.2. Single Unit Dwellings

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

- a) Minimum lot frontage: 9.7 m, or 6.1 m at the outer edge of a curve.
- b) Minimum lot area: 275 m²
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 1.2 m
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 16 m
- h) Properties with lot frontage equal to or greater than 15.24 m may contain a backyard suite use. One additional parking space shall be provided for an accessory dwelling unit if provided.
- i) A development permit may be issued to permit multiple main buildings that are single unit dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with resulting lots in compliance with the above minimum provisions.

4.3. Semi-Detached Dwellings

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

- a) Minimum lot frontage: 7.8 m per dwelling unit or 6.1 m at the outer edge of a curve.
- b) Minimum lot area: 230 m² per dwelling unit
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 1.2 m, or 0 m for a common wall
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 16 m
- h) A development permit may be issued to permit multiple main buildings that are semi-detached dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with resulting lots in compliance with the above minimum provisions.

4.4. Townhouse Dwellings

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

- a) Minimum lot frontage – interior units: 4.8 m, or 4.1 m at the outer edge of a curve.
- b) Minimum lot frontage – end units: 6.0 m, or 4.1 m at the outer edge of a curve.
- c) Minimum lot area – interior units: 130 m² per dwelling unit
- d) Minimum lot area – end units: 180 m² per dwelling unit
- e) Minimum front yard: 3 m
- f) Minimum rear yard: 2.4 m
- g) Minimum side yard: 1.2 m, or 0 m for a common wall
- h) Minimum flanking yard: 5 m
- i) Maximum building height: 16 m
- j) Maximum number of attached units: 8 dwelling units
- k) A development permit may be issued to permit multiple main buildings that are townhouse dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with both resulting lots in compliance with the above minimum provisions.

4.5. Cluster Housing

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

- a) Minimum lot frontage: 12 m
- b) Minimum lot area: 270 m² per unit
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 6 m
- f) Minimum flanking yard: 5 m
- g) Minimum separation between buildings: 3.6 m, or 0 m along a common wall
- h) Maximum building height: 16 m

- i) Walkways 1.2 m wide must connect parking areas to individual units. Walkways may be constructed of crusher dust, asphalt, hard-surface pavers, or concrete.
- j) Where cluster developments abut parkland, a pedestrian connection must exist to provide access to the parkland.

4.6. Multiple Unit Dwellings

- 4.6.1. No subdivision approval or development permit shall be granted for any multiple unit dwelling development except in accordance with the following provisions:
- a) Minimum lot frontage: 8 m
 - b) Minimum lot area: 95m² per unit m²
 - c) Minimum front yard: 3 m
 - d) Minimum rear yard: 2.4 m
 - e) Minimum side yard: 3.0 m
 - f) Minimum flanking yard: 5 m
 - g) Maximum building height: 4 habitable storeys (excluding Underground parking, common/ amenity areas, elevator overruns and rooftop amenity areas)
 - h) A development permit may be issued to permit multiple main buildings that are multiple unit dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the buildings, with both resulting lots in compliance with the above minimum provisions.
- 4.6.2. Any multiple unit dwelling development shall conform to the following architectural design requirements:
- a) No multiple unit dwelling development shall have more than 44 units in a building.
 - b) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or view obstructing landscaping.
 - c) Multiple residential buildings and associated parking shall be screened from adjacent existing or proposed single family dwellings by means of opaque fencing, structural walls or view obstructing landscaping.
 - d) Exterior grade shall be no more than 1.0 m below the top of exposed concrete foundation wall facing the street.
- 4.6.3. Multiple Unit Building containing 20 units or more units shall provide 20 m² per unit of amenity space and is subject to the following requirements:
- a) Amenity space may include a combination of balconies, indoor recreation rooms, saunas, sundecks, patios, tennis courts, swimming pools, storage units for residents, as well as any landscaped open area. For further clarity, landscaped open area shall include, but is not limited to grassed yards and walkways.
 - b) Where a dwelling unit is provided with a balcony at least 4 m² in floor area, the 20 m² amenity space requirement shall be waived.
 - c) Amenity Space shall not include any parking areas, hallways, foyers, utility rooms, or laundry areas.

4.7. Accessory Dwelling Units

- 4.7.1. Only one accessory dwelling shall be permitted on a lot, accessory to a single unit dwelling, as either a secondary suite or backyard suite use.
- 4.7.2. A secondary suite shall be limited to 100 m².
- 4.7.3. No development of a backyard suite use may take place unless the backyard suite use meets the yard requirements of a single unit dwelling.
- 4.7.4. No development permit shall be granted for any backyard suite use except in accordance with the following provisions:
- a) Minimum lot frontage: 15.24 m
 - b) Minimum separation distance from the main building: 2.8 m measured wall-to-wall
 - c) Maximum habitable floor area shall not exceed:
 - i. the floor area of the main building, or
 - ii. 100 m², whichever is less.
- 4.7.5. A Backyard suite may not be located between a single unit dwelling and the front lot line.

4.8. Accessory Structures

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

4.9. Home-Based Businesses

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

4.10. Parkland

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

4.11. Parking and Bicycle Parking Requirements and Standards

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

MINIMUM PARKING SUPPLY REQUIREMENTS TABLE

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

- 4.11.2. Handicapped parking stalls shall be provided as required by the *Nova Scotia Building Code Regulations*.
- 4.11.3. Individual parking spaces shall have minimum dimensions of 2.4 m x 5.48 m except in the case of handicap parking which shall comply with the requirements of the *Nova Scotia Building Code Regulations*.
- 4.11.4. Parking lots containing more than 6 stalls shall meet the following requirements:
- If the parking area is located between a main building and a street, a marked pedestrian pathway shall be provided between the street and the main entrance of the main building. The pedestrian pathway shall be a minimum 1.2 metres wide;
 - the width of a driveway leading to a parking or loading area, or aisle in a parking area, shall be a minimum width of 3.0 m for one-way traffic and 6.0 m for two-way traffic.

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

MINIMUM BICYCLE PARKING SUPPLY REQUIREMENTS TABLE

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

4.11.6. Required bicycle parking racks shall be one or more of the following types:

- a) A ground-affixed rack such as a grid bike rack;
- b) inverted-U rack; or a
- c) post-and-ring rack that is a minimum of 0.90 metres in height;

PART 5: General Provisions

5.1. Landscaping

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

5.2. Encroachments

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

PERMITTED ENCROACHMENTS TABLE

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

5.3. Height Exemptions

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

5.4. Corner Lot Sight Triangle

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

5.5. Watercourse Buffer

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

- c) fences,
- d) park uses, and
- e) trails.

5.6. Ungulates, Fowl and Rabbits

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

5.7. Electric Vehicle Charging

5.7.1. Nothing in this By-law shall prevent the installation of an electric vehicle charging station where the station is for the exclusive domestic use of a dwelling unit, and shall not have to meet any setback requirements.

5.7.2. Charging stations for electric vehicles that are not for the exclusive use of a dwelling unit shall be permitted in all areas, and shall not have to meet any setback requirements.

5.8. Temporary uses

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

5.9. Signs

5.9.1. The following signs are permitted in this development and do not require a development permit, if they are not internally illuminated:

- a) Signs showing the civic number of a building provided such signs do not individually exceed 0.2 m² in sign area.
- b) Signs showing the name of a resident or an occupier provided such signs do not individually exceed 0.2 m² in sign area.
- c) "No Trespassing" signs or other signs regulating the use of a lot provided such signs do not individually exceed 0.2 m² in sign area, unless otherwise directed by a public authority.
- d) Real estate signs that advertise the sale, rental or lease of the premises provided such signs do not individually exceed 0.6 m² in sign area.
- e) Signs regulating or denoting on-premises traffic or parking, or other signs denoting the direction or function of various parts of a building or premises, provided that such signs do not individually exceed 0.5 m² in sign area.
- f) Signs incidental to construction and within the area of such construction and erected only during the period of construction, provided such signs do not individually exceed 10 m² in sign area.
- g) Election signs.

5.9.2. Signs for a Home-Based business use or Home-Based Daycare use shall be permitted without a development permit subject to the following requirements:

- a) A maximum of one sign is permitted for each street having frontage for the lot;
- b) Signs shall not be placed on or attached to a roof;
- c) Each sign shall not exceed 0.61 square metres in area;
- d) Any free-standing sign shall not exceed a height of 1.2 metres; and
- e) Signs shall not be internally illuminated.

5.9.3. Two free-standing signs shall be permitted on the Lands to denote the community or subdivision name.

- a) The locations of such signs shall require the approval of the Development Officer and Development Engineer and be located on private property outside of the street-right-of-way.
- b) The maximum height of any such sign inclusive of support structures shall not exceed 4.6 m and the face area of any sign shall not exceed 5.5 m².
- c) All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry.

5.9.4. All other signs are prohibited.

PART 6: SUBDIVISION OF THE LANDS

6.1.1. Subdivision applications shall be submitted to, and approved by the Development Officer in accordance with the following terms and conditions:

- a) Phasing of Subdivision shall generally conform with **Schedule 5**.
- b) Final subdivision approval for a phase shall not be granted until final approval has been granted for the previous phase or as enabled by this agreement;
- c) The Development Officer may grant final subdivision approval for partial phases of the development;

- d) Notwithstanding 6.1.1 b) and 6.1.1 c), the development officer may grant final subdivision approval for a phase prior to granting final approval for the previous phase if the Developer submits a financial guarantee, performance bond, or security in an amount equal to 110% of the estimated cost of uncompleted services or if the Town Engineer determines that the portion of the incomplete phase is non-essential to the greater service network.
- e) Notwithstanding 6.1.1 a) and 6.1.1 b) the Development Officer, in consultation with the Development Engineer and other jurisdictions having authority where required, may authorize variations to the order of phasing, and allow development of concurrent or partial phases.

PART 7: STREETS AND MUNICIPAL SERVICES

7.1. General Provisions

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

7.2. Off-Site Disturbance

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

7.3. Streets

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

7.4. Utilities

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

PART 8: AMENDMENTS**8.1. Non-Substantive Amendments**

8.1.1. Any non-substantive amendment to either the terms of this agreement or to any Schedules shall be reviewed and a decision made by the Development Officer.

8.1.2. The following items are considered by all parties to be non-substantive:

- a) ~~Amendments to the development standards in Part 4 of this agreement.~~
- b) Amendments to Section 2.4 c) to permit a change in the maximum number of overall dwelling units, provided that there is servicing capacity, and does not exceed 110% of dwelling unit maximum per Section 2.4 c).
- c) Amendments related to the definitions in SCHEDULE 3, and associated amendments to enable any added uses to the Permitted Land Use Table.

8.2. Substantive Amendments

8.2.1. Any substantive amendment to either the terms of this agreement or to any Schedules shall be subject to the amendment procedures set out in the Municipal Government Act.

8.2.2. Amendments to any matters not identified under Section 8.1 shall be deemed substantive.

8.3. Future Amendments

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

PART 9: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**9.1. Registration**

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

9.2. Subsequent Owners

9.2.1. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees, and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.

9.2.2. Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

PART 10: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**10.1. Enforcement**

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

10.2. Failure to Comply

10.2.1. If the Developer fails to observe or perform any conditions of this Agreement after the Town has given the Developer 90 days written notice of the failure or default, then in each such case:

- a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- b) The Town may enter onto the Lands and perform any of the covenants contained in this agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Municipal Government Act;

- c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Land Use Bylaw;
- d) In addition to the above remedies, the Town reserves the right to pursue any other remedy under the Municipal Government Act or Common Law in order to ensure compliance with this agreement.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

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

SIGNED AND DELIVERED
in the presence of:

The Shaw Group Limited
Developer

Witness

The Shaw Group Limited

Province of Nova Scotia, **County of Halifax.**

On this _____ day of _____, 2024,
before me, the subscriber personally came and
appeared _____, a
subscribing witness to the foregoing agreement,
who having been by me duly sworn, made oath
and said **that [names]**, CAO & Municipal Clerk,
signing authority for the Town of Amherst, one of
the parties thereto, signed, sealed and delivered
the same in his/her presence.







A Commissioner of the Supreme
Court of Nova Scotia

SCHEDULE A – Land Description
TEXT DESCRIPTION TO BE ADDED



CHURCH STREET SOUTH - PHASE 1
AMHERST, NOVA SCOTIA

SCHEDULE A
Land Description

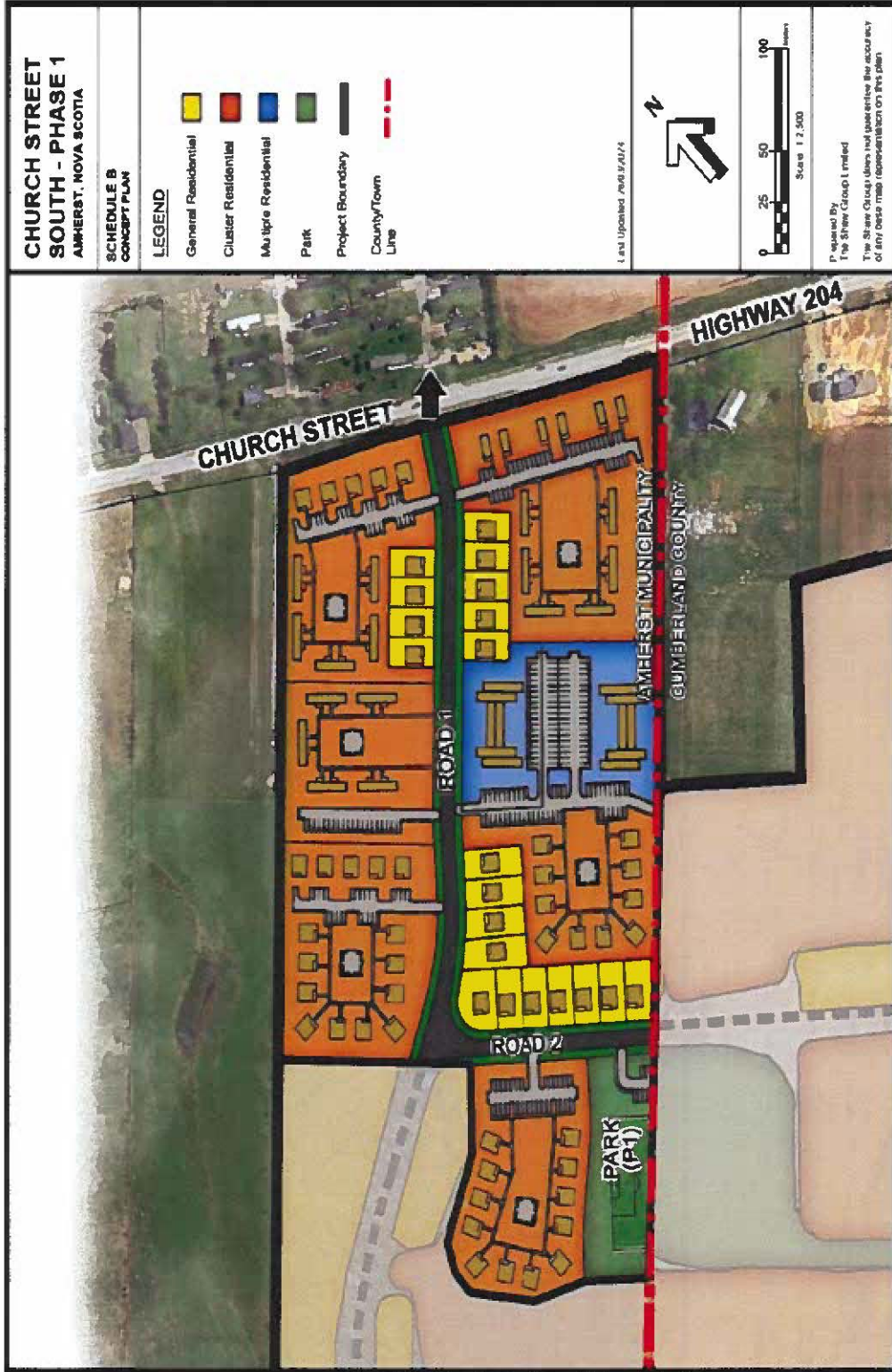
-  Lands Subject to Development Agreement
-  Developable Lands
-  Watercourse
-  Existing Property & Right of Way Lines
-  Project Boundary
-  Amherst Municipality/ Cumberland County Line

Last Updated 26/03/2024

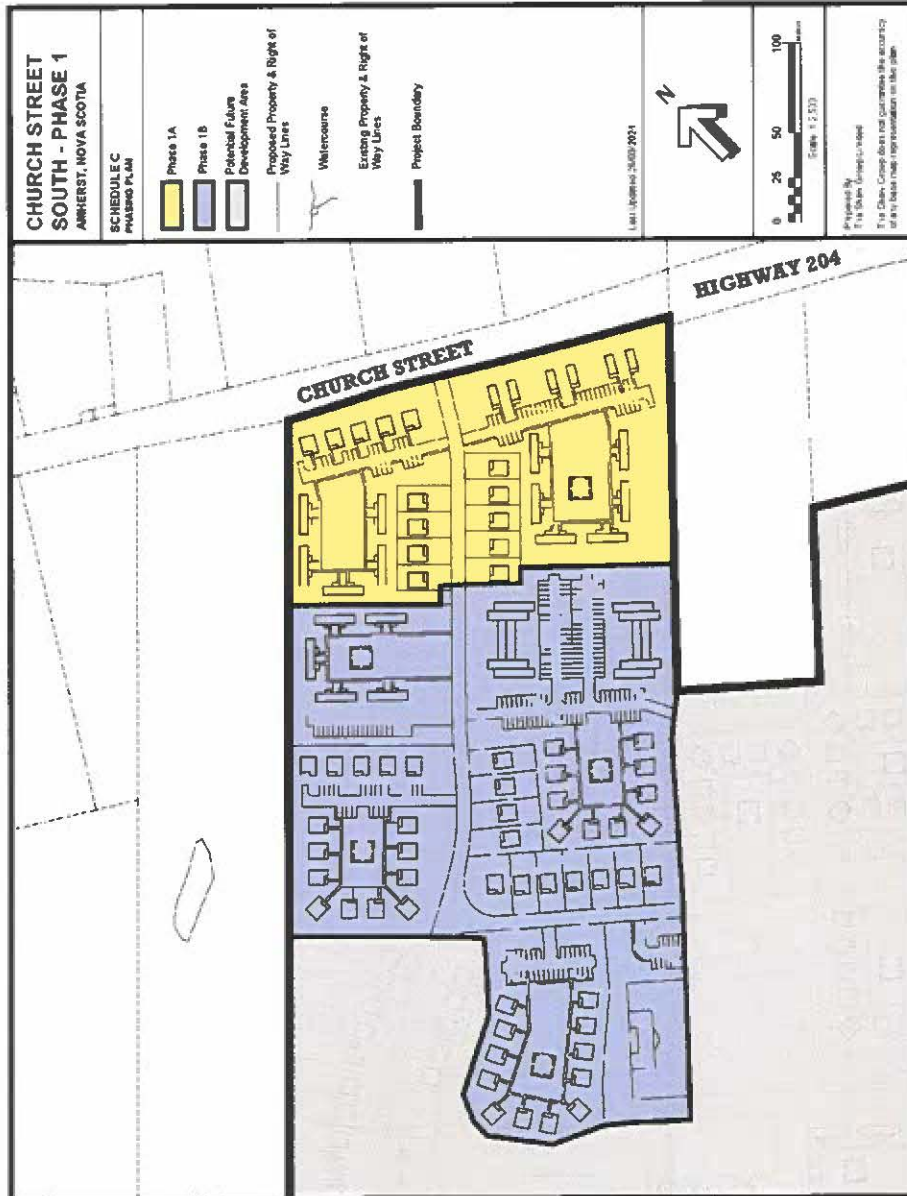


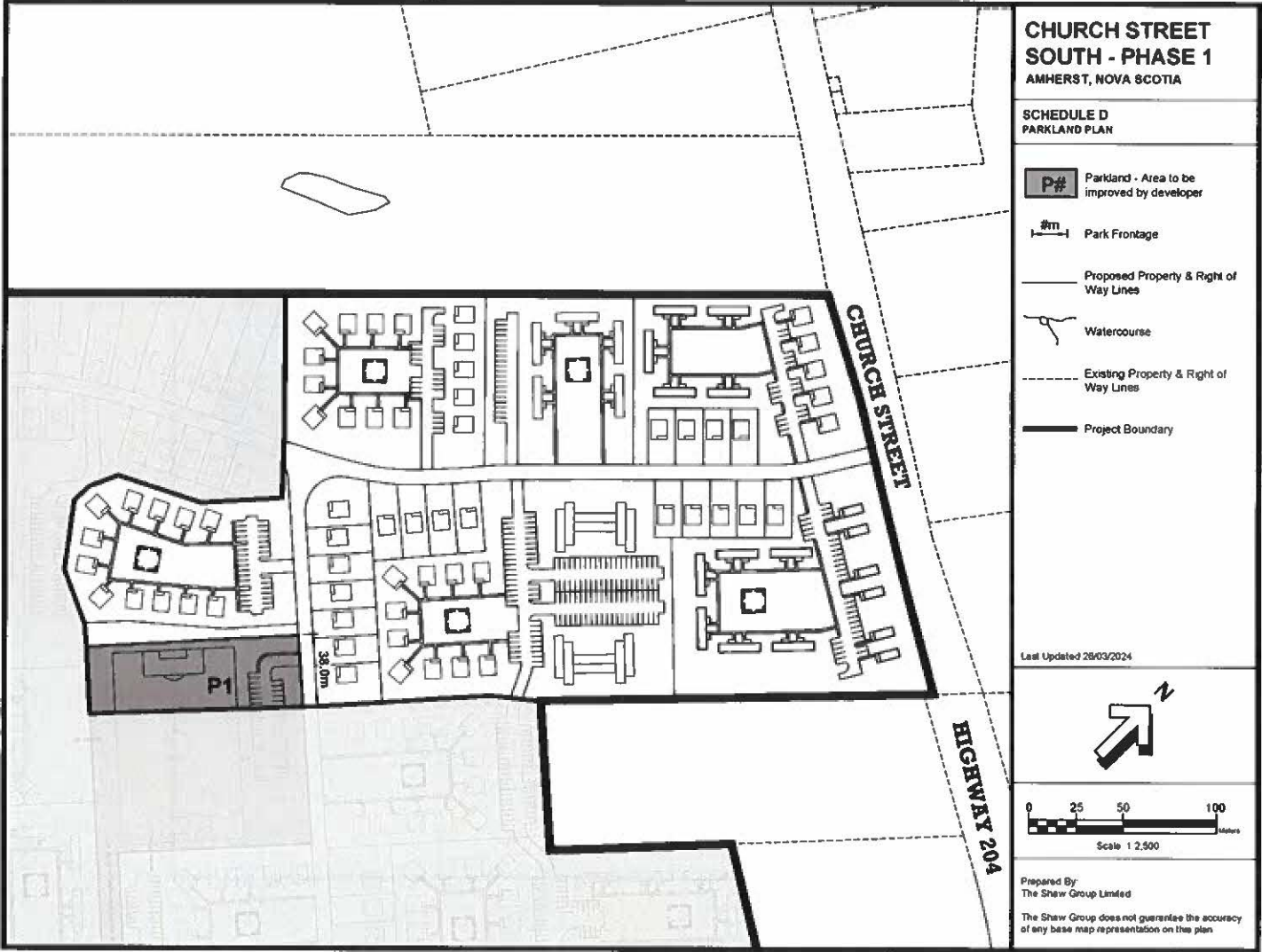
Prepared By
 The Shaw Group Limited
 The Shaw Group does not guarantee the accuracy of any base map representation on this plan.

SCHEDULE B – Land Use Concept Plan



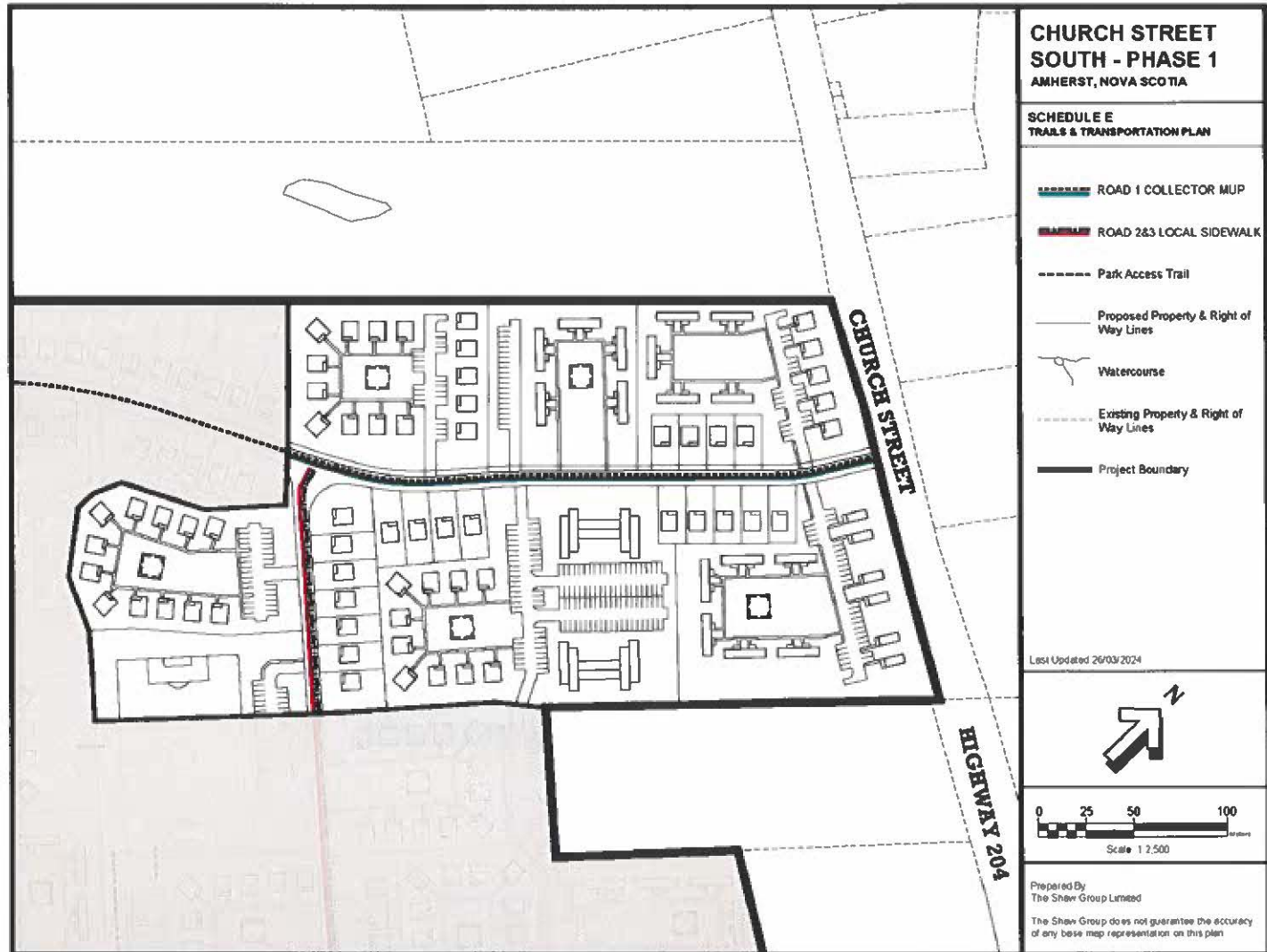
SCHEDULE C – Phasing Plan





SCHEDULE D – Parkland Plan

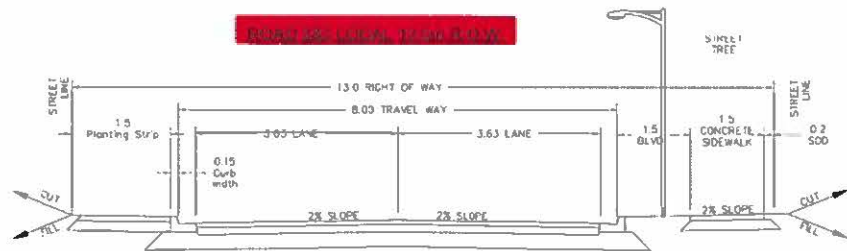
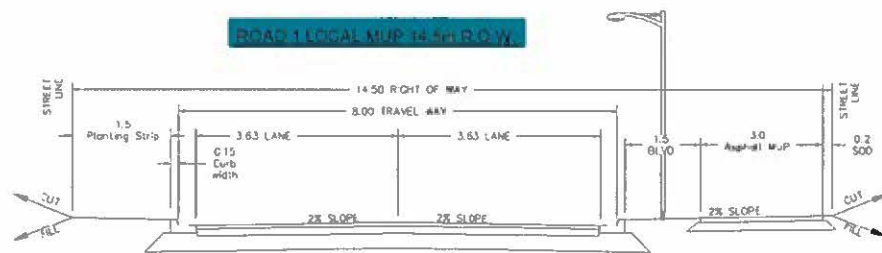
SCHEDULE E – Trails & Transportation Plan



SCHEDULE F – Road Cross Sections

**CHURCH STREET
SOUTH - STAGE 1
AMHERST, NOVA SCOTIA**

**SCHEDULE F
ROAD CROSS SECTIONS**



Last Updated: 26/03/2024

NTS

Prepared By:
The Shaw Group Limited

The Shaw Group does not guarantee the accuracy of any base map representation on this plan.

SCHEDULE G – DEFINITIONS

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

	(d) have toilet facilities that are not shared with the occupants of other dwelling units.
Exterior Grade	The elevation at which the finished grade of the ground where it meets the exterior of the front of a building or structure.
Floor Area	Floor Area means the horizontal area of all floors of a building or a parking structure, measured from the interior faces of any exterior wall or fire wall, but excludes the following: (a) unenclosed space outside any exterior walls or located on a rooftop, such as balconies, decks, and patios; (b) elevator shafts; (c) rooftop greenhouses; and (d) any space open to a floor below; and (e) interior staircases.
Ground Floor Commercial Use	Ground Floor Commercial Use means a permitted commercial use occupying a portion or the entirety of the first storey above grade in a building.
Habitable Storey	Habitable Storey means that portion of a building between any floor and the floor or ceiling or roof next above containing bedrooms or dwelling units.
Height	Height means the vertical distance between a structure's average finished grade and the structure's highest point.
Home-Based Business Use	Home-based business use means the use of a portion of a dwelling unit or an accessory structure for gainful employment, but excludes a short-term rental use except as permitted, a Home-Based Daycare use, or a home office use.
Home Office Use	Home Office Use means an office-related activity operated within a dwelling unit that does not regularly require direct in-person contact with clients on the premises, but excludes a home-based business use.
Lot Frontage	Lot Frontage means the distance between the side lot lines of a lot measured along the street, highway or private road.
Lot Line, Flanking	Flanking Lot Line means a side lot line that abuts the street or private road on a corner lot.
Lot Line, Front	Front Lot Line means the line dividing the lot from the street or private road. In the case of a corner lot or a lot with more than one line abutting a single street or private road the shorter boundary line abutting the street private road shall be deemed the front lot line. In the case of a through lot the longer boundary dividing the lot from the street or private road shall be deemed to be the front lot line.
Lot Line, Rear	Rear Lot Line means the lot line furthest from or opposite to the front lot line.
Lot Line, Side	Side Lot Line means a lot line other than a front, flanking, or rear lot line.
Main Building	Main Building means a building that contains a primary use on a lot.
Medical Clinic Use	Medical Clinic Use means premises used for the medical examination and treatment of patients on an outpatient basis, for purposes such as family medicine, primary health care, walk-in clinic, dentistry, optometry, podiatry, nutritional counselling, psychiatry, psychological counselling, crisis intervention, physiotherapy, chiropractic, osteopathy, harm reduction, massage therapy, and other similar uses.

Model suite uses	Model Suite Use means premises used to display a sample dwelling unit that is available for sale or rental in a residential development, and may incorporate sales or rental offices.
Multiple unit dwellings	a building consisting of 4 or more dwelling units which shall not include townhouses.
Office Use	Office Use means premises in which a person transacts the affairs of a business, profession, service, industry, or government, excluding a home office use.
Outdoor Storage and Display	Outdoor Storage and Display means either: <ul style="list-style-type: none"> a) storage exterior to a building of items such as merchandise, goods, inventory materials, or equipment and where such items are not intended for immediate sale; but does not include items ancillary to a residential use, such as, but not limited to, firewood for on-site consumption; or b) the display of retail goods or materials intended for the immediate sale to the general public where such goods are not enclosed within a building.
Park Use	Park Use means land that is primarily used for outdoor recreational purposes, either active or passive or green space conservation. A park use may include land and buildings for uses that are accessory to the park use or uses associated with government or not-for-profit organizations.
Personal Service Use	Personal Service Use means services for the needs of individuals or pets, such as grooming and haircutting, tailoring and shoe repair, tattooing, tutoring, depots for collecting dry cleaning and laundry, laundromats, warming and cooling centres, food banks, soup kitchens, drop-in centres, funeral homes, and the retail sale of products accessory to any service provided. For further clarity, a personal service use does not include veterinary facility uses, kennel uses, pet daycare uses, and crematorium uses.
Residential Facility Use	Residential Facility Use means a building or part of a building operated as one integrated facility in which accommodation is provided to individuals and that includes additional care and services for residents, such as, but not limited to, medical care, supervisory or personal care, and counselling, but shall not include a facility that is licensed by or under contract to Corrections Canada or Nova Scotia Corrections, or successor bodies. Examples include special care facilities such as nursing homes and group homes.
Retail Store Use	Retail Store Use means a building or part of a building in which goods, wares, merchandise, substances, articles, or things are offered or kept for sale directly to the public at retail, but does not include automotive sales, boat and marine sales, or heavy equipment sales.
Secondary suites	Secondary Suite Use means a self-contained subordinate dwelling unit contained within a main dwelling unit.
Short-term Rental	A dwelling unit, or part thereof, that is used mainly for the reception of the travelling or vacationing public and is provided as temporary accommodation for compensation.
Semi-detached dwellings	Semi-Detached Dwelling Use means two dwelling units, where each is located on an individual lot, but joined along a single lot line.
Setback	Setback means a required distance to a specified lot line or a transportation reserve boundary from an exterior wall of a building or a use at, above, or below grade.

0088

Sign	Sign means any structure designed or intended to convey information using words, images, symbols, pictures, logos, or any combination thereof, for the purpose of providing direction, information, identification, advertisement, business promotion, or the promotion of a product, activity, service, or idea. For further clarity, country flags, decorations or festival signage are not considered a sign.
Single unit dwelling use	Single unit dwelling use means a detached building containing one dwelling unit. For further clarity, a single-unit dwelling use shall include a mobile dwelling.
Street	Street means a public street, highway, road, lane, sidewalk, thoroughfare, bridge and square, and the curbs, gutters, culverts, and retaining walls in connection therewith.
Structure	Structure means anything that is erected, built, or constructed of parts joined together or any such erection fixed to or supported by the soil or by any other structure. A structure shall include buildings, walls, wharves, seawalls, attached decks, signs, and fences.
Temporary Construction Use	Temporary Construction Use means a use, which in the opinion of the Development Officer, is of limited duration and accessory to a development in progress, such as: (a) work camps; (b) construction camps; (c) rock crushers; (d) sales or rental offices; (e) on-site construction management offices; (f) tool or maintenance sheds; and (g) shipping containers that serve as one of the foregoing.
Temporary Use	Temporary Use means a use that is 90 cumulative days or less in duration within any one calendar year and is: (a) associated with a holiday or special event, or (b) accessory to a permitted main use; and (c) excludes a temporary construction use.
Townhouses	Townhouse means a building that is divided vertically into three or more dwelling units, where each unit is located on a separate lot, and each unit has an independent pedestrian entrance.
Watercourse	means the bed and shore of a natural river, stream, lake, creek, pond, marsh, estuary or salt-water body that contains water for at least part of each year.
Utility uses	Utility Use means structures, equipment, or materials used to store or convey stormwater, or any structures, equipment, or materials used by a corporation, municipality, or other entity authorized to install and maintain energy, gas, water, or communication systems for public use.
Yard	Yard means an open area at ground level that is uncovered by any main building, except where an encroachment is permitted.
Yard, Flanking	Flanking Yard means a side yard which abuts a street on a corner lot.
Yard, Front	Front Yard means a yard that extends across the full width of a lot between the front lot line and the nearest main wall of any building or structure on the lot.
Yard, Rear	Rear Yard means a yard that extends across the full width of lot between the rear lot line and the nearest main wall of any main building on the lot.

0089

Yard, Required

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

Yard, Side

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

4.2 Land Use By-Law Amendment Industrial Park Drive Re-Zoning First Reading

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

That Council give First Reading to a By-law to Amend the Land Use Bylaw Zoning Map by changing the zoning of the subject properties from Highway Commercial to Mini Home Zone, and schedule a public hearing for Wednesday, May 15, 2024 at 5:00 p.m. in Council Chambers.

Motion Carried

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

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

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



4.3 Marshview Drive Extension

**Moved By Deputy Mayor Fawthrop
Seconded By Councillor Chambers**

That Council approve the following:

1. That Council set the sale price for each lot at \$50,000 and authorize the CAO to execute the applicable purchase and sale agreements;
2. That a clause be included in all purchase and sale agreements that house construction must commence within 18 months of lot purchase. Should construction not commence in this time frame, the Town would have the option to purchase the property for \$45,000;

3. That the Town retains a first right of refusal to re-acquire any lot sold which does not have a house constructed on it for 18 months for a price of \$45,000;
4. That a restrictive covenant be included that requires all new main dwelling units to be a minimum of 1,300 square feet, above grade;
5. That a covenant be included that limits the properties to single detached dwellings with one accessory suite which is the lessor of a maximum of 35% of the floor area of the main dwelling unit, or 1000 square feet;
6. That a right of way approximately 25 feet in width be maintained along the western property boundary for storm water management purposes;
7. That the subdivision be designed with a sidewalk along the entire length of one side of the street; and
8. That the subdivision be designed with a connecting street to the east.

Motion Carried

4.4 North Tyndal Land Acquisition Policy Amendments

Moved By Councillor Emery

Seconded By Deputy Mayor Fawthrop

That Council approve the amendments to the North Tyndal Land Acquisition Policy.

Motion Carried

TITLE: NORTH TYNDAL LAND ACQUISITION
SECTION: ENGINEERING & PUBLIC WORKS
POLICY NO.: 31700-04

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

PURPOSE

The purpose of this policy is to guide Council in its efforts to maximize our ability to control land uses and activities within ~~the protected water area~~ **the North Tyndal Wellfield Protection Area.**

POLICY STATEMENT

The Town of Amherst **or the Amherst Water Utility** will consider the purchase of any privately owned lands within **or around** the North Tyndal Protected Water Area as these lands become available, subject to available financial resources.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Department of Planning/Strategic Initiatives	-Identify opportunities to acquire lands within the subject area. -Consult with the Amherst Water Utility regarding the appropriateness of the acquisition. -Coordinate appraisals, draft agreements, as required. -Prepare CDRs and related documentation for Council decisions. -Coordinate execution of the acquisition.
Council	Approves land acquisitions and authorizes the CAO/Mayor to execute the necessary documents.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
More accurately describe the area that is being protected, include the Water Utility in the consideration of acquisitions, and broaden the scope of the potential lands that might be acquired to include those "around" the protection zones.	Director of Planning & Strategic Initiatives, Fisher	Council	

Minutes reference date: May 5, 2000

4.5 Maternity, Parental and Adoption Leave Policy Amendments
Moved By Councillor Landry
Seconded By Councillor Davidson
That Council approve the amendments to the Maternity, Parental and
Adoption Leave Policy.

Motion Carried

TITLE: MATERNITY, PARENTAL AND ADOPTION LEAVE POLICY
SECTION: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-11

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

POLICY STATEMENT

~~Employees of the Town of Amherst shall be provided with a leave of absence without pay in accordance with the Nova Scotia Labour Standards Code for maternity leave, parental leave and adoption leave.~~ The Town of Amherst is committed to supporting all employees who take leave from work to care for newborn or adopted children, or for pregnancy loss.

PURPOSE

To establish and maintain a uniform policy respecting employee leave of absence, specifically that of maternity leave, parental leave and adoption leave.

SCOPE

This policy applies to all non-unionized employees.

Unionized employees shall adhere to the provisions of their respective collective agreements.

The provisions of the Nova Scotia Labour Standards Code, as amended from time to time, respecting pregnancy and parental leave shall apply to all employees.

DEFINITIONS

Employee: an individual who has been employed with the Town of Amherst for at least one year, with continuous regular employment status.

Employer: the Town of Amherst.

CAO: the Chief Administrative Officer

Department Head: Director: an employee who is responsible for the operation of a designated department of the Town of Amherst and reports directly to the CAO.

OBJECTIVES

Maternity, Parental & Adoption Leave

Maternity, parental and/or adoption leave shall be granted in accordance with the Nova Scotia Labour Standards Code, or Federal Employment Insurance (EI) standard, whichever is more beneficial to the employee.

In the case of a pregnancy loss after 19 week's gestation, employees shall be eligible for leaves and supplemental employment insurance benefits as established in this policy.

Supplemental Employment Insurance Benefits

As a means of supporting employees who take maternity, parental and/or adoption leave, the Town will provide supplemental employment insurance benefits to employees with the following conditions:

- a. The employee is required to provide the Town's human resources department with proof that they are entitled to receive EI benefits pursuant to the Employment Insurance Act;

- b. The employee must forward the first EI benefit statement to the human resources department, so that the Town can verify the amount to be paid in accordance with this policy.
- c. Should the amount of employment insurance benefit the the employee receives change during their leave, the employee agrees to provide the Town with notice of the change so that the salary top-up calculation can be adjusted accordingly;
- d. The employee must sign an agreement to return to work for a period of at least six (6) months following the end of leave;
- e. Should the employee fail to return to work as stipulated in these conditions, the full amount of the supplementary top-up benefit received under this policy must be repaid to the Town.

Providing the employee has complied with the required conditions, the Town will provide a supplementary salary top-up benefit as follows:

- a. If an employee is on maternity, parental and/or adoption leave and is in receipt of benefits under the terms of the Employment Insurance Act, the Town shall provide the employee a supplemental employment insurance benefit for a maximum period of 52 weeks;
- b. The Town shall supplement employment insurance payments by providing a salary top-up during the leave period so that employment insurance benefits and the top-up amount equal to 90% of the employee's gross salary, to a maximum of 52 weeks;
- c. The salary that will be used for calculating this amount is the employee's salary on the first day of leave;
- d. Adjustments will not be made for salary scale increments or inflationary increases during the leave period.

Maternity Leave

~~A pregnant employee, who has been employed by the Employer for at least one year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks. This leave shall commence no sooner than sixteen (16) weeks preceding the expected date of delivery by the employee and no later than the date of delivery as determined by the employee's physician.~~

~~An employer may require a pregnant employee to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected. This does not affect any protection provided to a pregnant employee by the Human Rights Act.~~

Parental Leave

~~An employee, who has been employed by the Employer for at least one year, and who becomes a parent of one or more children through the birth of a child is entitled to an unpaid leave of absence of up to fifty-two (52) weeks.~~

Adoption Leave

~~An employee, who has been employed by the Employer for at least one year, and who becomes a parent of one or more children through the placement of a child in the care of the employee for the purpose of adoption is entitled to an unpaid leave of absence of up to fifty-two (52) weeks.~~

Leave Maximum

~~The maximum combined maternity and parental leave to which an employee is entitled is fifty-two (52) weeks.~~

Proof of Entitlement

~~When an employee requests maternity leave, the employee shall provide, where the Employer so requests, a certificate of a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.~~

~~Where an employee requests parental leave, the employee shall provide a certificate of a legally qualified medical practitioner to establish the entitlement of the employee to the parental leave.~~

~~Where an employee requests adoption leave, a certificate of an official in the Department of Community Services with knowledge of the proposed adoption is sufficient proof of the matters attested to in the certificate.~~

Notice of Leave

The employee shall provide the Department Head **Director** with four (4) weeks notice prior to the beginning of the maternity, parental or adoption leave and the date the employee will return to work upon completion of the leave(s). When a female **an employee** has requested both maternity leave and parental leave, the leaves of absence shall be taken consecutively.

An employee shall give the Employer as much notice as reasonably practical of the date the employee will begin maternity, parental or adoption leave where:

- ~~she is~~ **they are** advised by a legally qualified practitioner to begin maternity leave sooner than planned because of medical circumstances resulting from ~~her~~ **the** pregnancy;
- the actual delivery occurs sooner than expected; and
- the first arrival of the child or children in the employee's home where that arrival is not anticipated or occurs sooner than reasonably expected.

Hospitalization of Child

~~In the event that the employee has commenced maternity, parental, or adoption leave, and the child for which the leave was granted is hospitalized for a period exceeding one week, the employee may return to work and defer the unused portion of the leave until the child is discharged from the hospital. The employee is only entitled to one interruption and deferral of each maternity, parental or adoption leave.~~

Benefit Coverage

While an employee is on maternity, parental or adoption leave, the Employer shall maintain the **group insurance coverage Blue-Cross benefit plan** if the employee currently participates in it and wishes to continue the coverage. The Employer shall continue to pay its share of premium costs for maintaining such coverage during the leave and the employee will pay **his/her their share** via the continued deduction of the premium from the employee's salary top-up.

Should the employee leave extend beyond 52 weeks and the salary top-up provided for in this policy ends, the employee can maintain coverage by providing payment to the Town for the employee share of premiums in an alternative form, arranged by the human resources department. by providing post-dated cheques to the Employer.

If the employee does not pay **his/her their** respective share, coverage will cease for the duration of the leave.

Pension Contributions

While an employee is on maternity, parental or adoption leave, they may elect to continue pension contributions for the duration of their leave via the continued deduction from their salary top-up. If the employee chooses to do so, the Town will continue to match the employee contribution.

Should the employee leave extend beyond 52 weeks and the salary top-up provided for in this policy ends, the employee can continue pension contributions by providing payment to the Town for the employee portion of the contributions in an alternative form, to be arranged with the human resources department.

Alternatively, the employee may elect to pause pension contributions while on leave and if so, the employer contribution will also cease for the duration of the leave.

Anniversary Date

~~The Anniversary Date of employment for the employee does not change by the length of the maternity, parental or adoption leave.~~

Vacation

Vacation entitlement for any given year will be prorated to reflect the period the employee is off on leave.

If an employee has unused vacation days when going on maternity, parental or adoption leave, upon the approval of the Department Head **CAO**, the employee may carry forward the days to be used when ~~he/she~~ **they** return to work.

Return to Work

At least ten (10) working days prior to the scheduled return to work from maternity, parental or adoption leave, the employee will notify the Employer of ~~his/her~~ **their** intentions regarding return. On return to duty, the employee shall be placed in ~~his/her~~ **their** former position, or equivalent, with the same wage rates and earned benefits which had been accrued prior to the leave.

If the employee does not return to work, the employee will reimburse the Employer for the full amount of Blue Cross premiums paid on his/her their behalf during maternity, parental or adoption leave.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Chief Administrative Officer	The Chief Administrative Officer will: <ul style="list-style-type: none"> a. Ensure the Town of Amherst has a current and comprehensive policy to address maternity, parental and adoption leave for non-unionized employees.
Director, Human Resources	The Director of Human Resources will: <ul style="list-style-type: none"> a. Administer the provisions of this policy, providing guidance and support throughout the leave process; b. Manage any benefits associated with leave under this policy, including the supplementary salary top-up, benefit coverages and pension contributions; c. Monitor the effectiveness of the policy and recommend revisions when appropriate.
Directors and Managers	Directors and Managers will: <ul style="list-style-type: none"> a. Support their employees in planning leave and coordinate with human resources when required; b. Plan for the employee absence by reallocating tasks if necessary; c. Participate in facilitating a smooth return to work for the employee upon the end of the leave period.
Employees	Employees will: <ul style="list-style-type: none"> a. Comply with all procedures in this policy and submit all required documentation and notice in a timely manner; b. Work with their Director to plan for their absence, including transitioning work or tasks for the duration of their leave; c. Discuss return-to-work plans with their Director and communicate any changes as soon as possible.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Removal of obsolete leave period due to changes in legislation, addition of supplemental salary top-up	Director, HR + Customer Services, Crossman	Council	

Minutes Reference Date: November 26, 2007

4.6 Council Committees Policy Amendments

Moved By Councillor Baker

Seconded By Councillor Emery

That Council approve the amendments to the Council Committees Policy.

Motion Carried

TITLE: Council Committees Policy
SECTION: Executive Operations
POLICY NO: 10350-32

APPROVAL DATE: April 24, 2023

CAO Signature: _____

1. This policy is entitled the *Council Committees Policy*.
2. This policy is made pursuant to section 24 of the MGA, which empowers Council to establish committees, and section 23(1)(c) of the MGA, which empowers Council to make policies providing for committees and conferring powers and duties upon them.

3. Where the terms of this Policy are inconsistent with the Terms of Reference for a committee, another Council policy or bylaw, or statute or agreement, the provisions of the Terms of Reference, other policy or bylaw, or statute or agreement shall prevail over the terms of this Policy.

Definitions

4. In this Policy:

- (a) "CAO" means the Chief Administrative Officer for the Town;
- (b) "MGA" means the *Municipal Government Act* (Nova Scotia);
- (c) "Special Committee" means a short-term committee established by Council to inquire into or deal with a specific issue;
- (d) "Standing Committee" means a committee of indefinite duration established by Council;
- (e) "Statutory Committee" means a board, commission, or committee established pursuant to a specific enabling statute or agreement.
- (f) "Town" means Town of Amherst.

Membership

5. Membership of committees:

- (a) will be inclusive and diverse, and broadly reflective of the community.
- (b) will also reflect desired experience, knowledge, expertise, and geographic representation in the community.

6. Qualifications

In order to be eligible for membership of a committee, an individual must be a member of Council, or a citizen appointed by Council who resides in the Town of Amherst (unless otherwise indicated in Terms of Reference for the Committee) and not be in arrears in payment of any property taxes to the Town.

7. Appointments of Council Members of Committees

- (a) Council members will be appointed to Committees annually in October unless the terms of the appointment are for more than one year.
- (b) Any member of Council not appointed to a committee may attend committee meetings as an observer but is not entitled to participate in committee discussions or to vote.
- (c) The CAO is a non-voting member of every Standing and Special Committee, but is not obligated to attend meetings and is not counted in determining if a quorum is present.

8. Appointments of Citizen Members to Committees

- (a) As and when required, the opportunities to serve as committee members will be widely advertised in a local paper and on Town of Amherst social media so that interested citizens can apply.
- (b) Council will meet in ~~in-camera~~ **closed session** to review the applications and consider the applicants for committees.
- (c) Following the ~~in-camera~~ **closed session** meeting, Council will appoint citizen members to committees at their next regular Council meeting.
- (d) In considering appointments of citizens to committees Council will consider the following:
 - i) Lived and professional experience and background of the applicants in a field related to the work of the committee;
 - ii) Applicants' education in a field related to the work of the committee;
 - iii) Experience of the applicants in serving on committees and boards;
 - iv) Ensuring that committee membership is inclusive and diverse and representative of the community;
 - v) Recommendations made by the applicable committee, if applicable;

- vi) The Terms of Reference for each individual committee will specify the number of members to be appointed to the committee, and the term of the appointments.
- (e) Committee members will be volunteers, with no financial incentives.
- (f) Committee stability and membership continuity will be taken into consideration when considering re-appointments for a consecutive term.

9. Attendance of Members at Meetings

Any member who is absent from three consecutive committee meetings without leave of absence by resolution from the committee will cease to be a member of the committee, and the CAO shall advise Council of the vacancy.

10. Removal of Member from Committee

At the request of the committee or on its own initiative, Council may remove or request the resignation of any of its committee appointees, whether a citizen member or Council member, for malfeasance or any other good and sufficient cause.

11. Resignation of Member

- (a) Any citizen member of a committee wishing to resign from the committee is requested to provide the resignation in writing to the committee Chair with a copy to the CAO, who will inform Council of the vacancy.
- (b) A Council member of a committee may ask to leave a committee prior to the expiration of their term, and Council may grant such request if the Mayor believes it would not unduly impact the work of the committee.

12. Staff Support

Staff will be appointed to committees by the CAO. The staff is not a member of the committee and therefore is not entitled to vote. The responsibilities of the staff include:

- (i) Providing information and professional advice;
- (ii) Supporting the Chair in developing agendas, arranging meetings, and promoting effective committee functioning;
- (iii) Ensuring the preparation of draft minutes; and approval of such at the next meeting;
- (iv) Preparing presentations for the committee;
- (v) Providing an orientation to the work of the committee when required;
- (vi) Any other projects or tasks approved by the CAO.

13. Meeting Schedules

Committee meeting schedules will be established by the Terms of Reference of the Committee.

14. Quorum

- (a) A majority of the members constitutes a quorum, provided that at least one Council member is in attendance.
- (b) In the event of no quorum after 20 minutes past the scheduled start time, or if quorum is lost during a meeting, the committee's official business will cease, the names of those present will be recorded, members will be permitted to leave, and staff will excuse themselves from the meeting.

15. Chair and Vice-Chair

- (a) Each committee will elect a Chair and Vice-Chair as per the Terms of Reference or enabling statute, bylaw or policy.
- (b) The role of the Chair is to carry out the following duties:
 - (i) Set the agenda, which will include the territorial acknowledgement;
 - (ii) Ensure the committee follows the agenda;
 - (iii) Prevent new issues from side-tracking the agenda;
 - (iv) Limit additions to the agenda;
 - (v) Establish and maintain order and decorum;

- (vi) Respect members' views and be open-minded;
- (vii) Ensure all members have the opportunity to participate by encouraging those who hold back and preventing others from dominating the discussion;
- (viii) Seek agreement and build consensus;
- (ix) Close debate and guide the group to resolution in a timely manner;
- (x) Assist members to word motions clearly and succinctly;
- (xi) Participate in discussion but focus on presiding over the meeting.

(c) The role of the Vice-Chair is to chair meetings as required in the absence of the Chair.

16. Agendas

The Chair, in consultation with staff, sets the committee agendas, which are prepared and distributed to committee members by 4:30 p.m. at least two business days prior to the meeting.

17. Rules of Procedure

Committees shall follow the meeting procedures set out in the Town of Amherst Proceedings of Council Policy #10350-25.

18. New Committees

In considering the formation of a new committee, Council will request staff to prepare a report to Council that includes a Terms of Reference for consideration by Council prior to establishing the committee.

19. Meetings Open to Public

- (a) All meetings of committees are open to the public and no person shall be excluded except in cases of improper conduct, or where the committee is considering an item where, in accordance with section 22 of the MGA, the committee is permitted or required to meet in *camera closed session*.
- (b) Statutory Committee meetings will be recorded and livestreamed. 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.
- (c) Special Committee and Standing Committee meetings will be recorded and livestreamed as required when decisions or motions to recommend items to Council are included on the agenda. 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.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Mayor/Council/Committee Members	Adhere to this policy, as well as the Proceedings of Council 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	Approval Date
New Policy	Clerk, LeBlanc	Council	April 24, 2023
Change "in camera" to "closed session"	Clerk, LeBlanc	Council	

Minutes Reference Date: April 24, 2023

**4.7 Proceedings of Council Policy Amendments
 Moved By Councillor Davidson
 Seconded By Councillor Chambers
 That Council approve 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 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 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. 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 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 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) 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. 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 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 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 accepted, the 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 or 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 approved by the Mayor, with the provision that, at their discretion, they may submit the request to Committee of the Whole for approval. If required, the request will be added to the next Committee of the Whole agenda to be issued approved.**
79. **If required,** 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. **If the request is approved,** 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

Title/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	Approval 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	November 27, 2023
Include provision that the Mayor, or designate can approve a request to present to Council.	Clerk, LeBlanc	Council	

Minutes reference date: 23 February 2015 22 June 2015 2019 January 2019 2020 November 23 2021 May 25
 24 April 2023 27 November 2023

4.8 Salary Administration Policy Amendments

**Moved By Deputy Mayor Fawthrop
 Seconded By Councillor Chambers
 That Council approve the amendments to the Salary Administration Policy as detailed in the attached RFD.**

Motion Carried

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

APPROVAL DATE: **CAO Signature:** _____

PURPOSE

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

POLICY STATEMENT

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

OBJECTIVES

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

DEFINITION OF TERMS

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

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

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

Overall Market Review – A review of the appropriateness of the ~~salary ranges for positions as listed in Appendix C Job Category Listing (Appendix C) and the Salary Grid (Appendix C-1)~~. The review shall include a survey of the market value of similar positions.

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

SALARY GRID:

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

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

STEP ADJUSTMENTS

Step adjustments shall be made only when:

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

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

~~An employee in the last step of their salary range Step 8 in a year in which there is no overall market review shall receive a bonus equal to salary times three percent (3%) CPI for the immediately preceding calendar year. This amount will be separate and not added to the base salary.~~

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

TRAVEL VEHICLE ALLOWANCES:

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

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

LUNCH BREAKS:

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

PERFORMANCE EVALUATION:

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

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

SCOPE OF RESPONSIBILITY:

The Town Council shall:

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

The Chief Administrative Officer shall:

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

The Director Shall:

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

APPENDIX A

January 1, 2019

Town of Amherst

Salary Grid

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

APPENDIX A-1

April 1, 2022

Salary Grid

Other Non-Union Positions

Job Level
Chief of Police
Deputy Chief of Police

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

APPENDIX B
October 1, 2023

Town of Amherst
Hourly Rate Grid – Casual

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

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

Town of Amherst
Hourly Rates – Casual Positions

April 1, 2024

Position	Rate
Casual Firefighter	Provincial Minimum Wage + \$4.00/hr.
Jail Guard	Provincial Minimum Wage + \$4.00/hr.
School Crossing Guard	Provincial Minimum Wage + \$2.00/hr.
New Student	Provincial Minimum Wage
First Year Returning Student	Provincial Minimum Wage + \$2.00/hr.
Second+ Year Returning Student	Provincial Minimum Wage + \$3.00/hr.
Professional Student *	Provincial Minimum Wage + \$4.00/hr.

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

APPENDIX C JOB CATEGORIES

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

APPENDIX C

APRIL 1, 2024

**Town of Amherst - 2024/25 Salary Grid
Non-Union**

DEPARTMENT	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CLERK	Municipal Clerk	72,585	74,763	77,005	79,316	81,695	84,146	86,670
	Administrative Assistant - Clerk's Office	49,740	51,232	52,769	54,352	55,983	57,662	59,392
COMMUNICATIONS	Director, Communications and IT	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	IT Manager	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	IT Coordinator	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Procurement Coordinator	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Communications Officer	54,414	56,046	57,728	59,460	61,243	63,081	64,973
COMMUNITY LIVING	Director of Community Living	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Community Well-Being Manager	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Culture, Events & Marketing Coordinator	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Active Living Coordinator	49,740	51,232	52,769	54,352	55,983	57,662	59,392
FINANCE	Director, Finance	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Manager of Financial Services	80,200	82,606	85,084	87,637	90,266	92,974	95,763
	Revenue Officer	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Accounting Clerk/Accounts Payable	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Water/Sewer Billing Clerk	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Cashier/Customer Service	49,740	51,232	52,769	54,352	55,983	57,662	59,392
FIRE	Director, Fire Services	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Fire Inspector	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Firefighter	54,414	56,046	57,728	59,460	61,243	63,081	64,973
HUMAN RESOURCES	Director, Human Resources	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	HR Generalist	54,414	56,046	57,728	59,460	61,243	63,081	64,973
OPERATIONS	Director, Operations	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Public Works Foreman	72,585	74,763	77,005	79,316	81,695	84,146	86,670
	Facilities Manager	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Parks & Recreation Foreman	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Solid Waste Education and Coordination Officer	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Engineering Technician	62,295	64,164	66,089	68,071	70,114	72,217	74,383
PLANNING	Director, Planning & Strategic Initiatives	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Building Official	72,585	74,763	77,005	79,316	81,695	84,146	86,670
	Land Use Planner	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Business Development Officer	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Dangerous and Unsanitary Premises Coordinator	54,414	56,046	57,728	59,460	61,243	63,081	64,973
POLICE	Executive Assistant/Dispatch Coordinator	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Bylaw Enforcement Officer	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Crime Prevention Coordinator	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Dispatcher	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Criminal Records Check	41,454	42,698	43,979	45,298	46,657	48,057	49,498

APPENDIX C-1

April 1, 2024

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8	87,814	89,656	91,502	93,346	95,189	97,034	98,878	100,722
7a	80,200	81,654	83,111	84,566	86,022	87,478	88,933	90,389
7	72,585	73,652	74,719	75,786	76,854	77,921	78,988	80,055
6	60,481	62,314	64,148	65,981	67,814	69,647	71,481	73,314
5	53,620	55,078	56,535	57,992	59,449	60,906	62,363	63,820
4	52,037	53,357	54,676	55,996	57,315	58,635	59,954	61,273
3	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114
2	40,247	41,252	42,256	43,260	44,264	45,269	46,272	47,277
1	37,566	38,452	39,339	40,226	41,112	41,999	42,886	43,772

ROLES AND RESPONSIBILITIES

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

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
1. NS minimum wage updates; 2. Position name changes: Municipal Clerk, Dir. Corp. Communications + Info Technology, removal of GIS Coordinator, addition of Engineering Technician	Crossman: Director, HR and Customer Services	Council	March 27, 2023
Appendix B – amendment to the pay structure for student hourly rate of pay.	Director of HR & Customer Services	Council	April 24, 2023
NS minimum wage updates	Director of HR & Customer Services	Council	September 25, 2023
Addition of new position: Manager of Financial Services	Director of HR & Customer Services	Council	February 26, 2024
1. Revision of hourly rates for casual positions Appendix B, removal of Appendix C "Job Categories", revision to salary scales presented by department (new Appendix C), removal of Appendix C-1; 2. Salary steps moved to 7 levels from 8, equal differential between each step, elimination of level 1, addition of new upper level; 3. Language updates to reflect revisions to Appendices, Director, HR and Customer Services changed to Director, Human Resources. HR Administrator changed to HR Generalist.	Director of HR & Customer Services	Council	

MINUTES REFERENCE DATE

December 12, 2000	November 2, 2004 (See April 26, 2004 Minutes)	November 27, 2006
December 18, 2006	February 26, 2007	July 16, 2008
September 29, 2008	March 30, 2009	March 29, 2010
April 26, 2010	March 28, 2011	January 30, 2012
May 23, 2012	November 26, 2012	May 1, 2013
September 23, 2013	October 28, 2013	December 16, 2013
May 21, 2015	March 29, 2016	May 25, 2016
May 23, 2017	June 26, 2017	September 25, 2017
February 26, 2018	March 14, 2018	February 28, 2019
June 7, 2021	October 5, 2021	November 29, 2021
March 27, 2023	April 24, 2023	September 25, 2023
		February 26, 2024

**4.9 Amherst Jr A Ramblers Agreement
Moved By Councillor Chambers
Seconded By Councillor Davidson**

That Council approve of the agreement between the Town of Amherst and the Amherst Ramblers "Jr A" Hockey Club 1997 and authorize the Mayor and CAO to sign on behalf of the Town.

Motion Carried

**AGREEMENT BETWEEN
AMHERST JR "A" HOCKEY CLUB 1997 (herein after called the Ramblers)
THE TOWN OF AMHERST (herein after called the Town)**

PREAMBLE

Whereas the Town is the owner of and operates the Amherst Stadium (The Town);

And Whereas the Amherst Jr "A" Hockey Club 1997 owns and operates a hockey club that will participate in the Maritime Hockey League which club will be known as the Amherst Ramblers (The Ramblers);

And Whereas the Ramblers are desirous of renting ice time as well as related facilities from the Town in order to promote the Ramblers as a tier two Junior "A" Hockey Team and participate in the MHL;

And Whereas the Town is prepared to rent to the Ramblers the facilities necessary for the Ramblers to operate the Hockey Club subject to the terms and conditions here in after set out.

The parties hereto acknowledge the forgoing recitals, and including the Operating Principles as set out in Appendix A, as being true and accurate and agree to incorporate same as terms of this agreement in effect from ~~August 1, 2021 to July 31, 2024~~ August 1, 2024 to July 31, 2027

1. Pre-Season:

- a. Ice will be available 14 days prior to the start of MHL regular season.
- b. **Hourly Pre-Season practice rental for ~~2021-2024~~ 2024-2027 will be:**
As per user fee policy.

c) Preseason games fees:

~~2021-2022: \$463.05 plus HST.~~
~~2022-2023: \$486.20 plus HST.~~
~~2023-2024: \$510.51 plus HST.~~
 2024-2025: \$525.83 plus HST
 2025-2026: \$541.60 plus HST
 2026-2027: \$557.85 plus HST

2. Regular Season games fees:

~~2021-2022: \$21,676.20 plus HST (based on 26 home games)~~
~~2022-2023: \$22,760.01 plus HST (based on 26 home games)~~
~~2023-2024: \$23,898.01 plus HST (based on 26 home games)~~
 2024-2025: \$24,614.95 plus HST (based on 26 home games)
 2025-2026: \$25,353.40 plus HST (based on 26 home games)
 2026-2027: \$26,114.00 plus HST (based on 26 home games)

3. Playoff game fees:

~~2021-2022: \$868.21 plus HST.~~
~~2022-2023: \$911.62 plus HST.~~
~~2023-2024: \$957.20 plus HST.~~
 2024-2025: \$985.92 plus HST.
 2025-2026: \$1,015.49 plus HST.
 2026-2027: \$1,045.96 plus HST.

4. **Payment:** The Amherst Jr. Ramblers will be billed on the last day of each month starting in August and ending the month the season is complete.
5. **Games Schedule:** Games to start at 7:00pm, 7:30pm or 8:00pm. Special consideration will be given to games that are scheduled on statutory holidays. These games will be scheduled for 2:00pm. The Town is open to special game time requests from the Ramblers providing 30 days' notice is provided prior to the scheduled game. Regular season dates must be approved by the Facility Manager prior to submitting to the MHL.

6. **Practice Times:** Practices are scheduled for one and a half hours (1.5 hours) on Tuesdays and Thursdays ~~nights~~ or such ~~nights~~ ~~days~~ that are agreeable to both the team and the Town of Amherst. The practice charge is included with flat game fees. To be consistent with the Town of Amherst Ice Allocation Policy, **a charge at the regular prime time rental rate + HST applicable at the time of the cancellation will be levied if this practice is not canceled within 48 hours.** This notice period is required to allow the Town ample time to try to rent the ice to a 3rd party. If agreed on by the Facility Manager and the Amherst Jr. Ramblers practice times may vary.
7. **Selling of Stadium Advertising:** As per Stadium Sign Rental Policy # 72300-08. See attached Policy. The ice logo sales list must be provided no later than ~~July 30~~ **June 15** for each year of this contract. All other advertising inventory available to the team up to ~~September 30~~ **September 15** for each year of this contract.
8. **Stadium Event Sign:** Information related to the Stadium Event Sign changes will be required at least 48 hours prior to game day. The Ramblers will provide a schedule of games and wording for the sign as required.
9. **Insurance:** The Ramblers agrees to carry, during the times of use, general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000.00 per occurrence, and to be responsible for any and all expenses, costs and liabilities in connection with any claim which may be made against the Stadium by reason of the activities contemplated by this Agreement or persons coming on the premises of the Stadium as a result of the activities. Proof of General Liability insurance to be provided to the Town of Amherst before the start of training camp.
10. **Security:** Security arrangements shall be made by the Town with a bonded security company for all Amherst Rambler home games. 100% of the full cost will be the responsibility of the Ramblers and will be billed and due on a month-to-month basis. Prior to the start of the season, and again prior to the start of the play-offs during the term of this contract, the Town and the Ramblers will meet to determine security standards and numbers based on Service Nova Scotia Alcohol & Gaming Division.
11. **Bar:** Provided the sale of alcohol is permitted at the Stadium, the heated meeting room on the second floor overlooking the ice surface **and the bar area space at the back end of the facility** is available to the Ramblers for regular season games and playoffs under the existing Town of Amherst Liquor License. In addition, this license includes a designated area of seating on the west end of the Stadium. For the balance of this agreement, the Ramblers will be responsible for complete operation of the bar during home games. Servers will be appropriately attired and with name tags. The Ramblers will have the right of first refusal to provide bar services in this second-floor room, on behalf of the Town for any other event or activity being held from time to time that may require bar services. The Ramblers will participate in the Bar Suspension Program facilitated through the Amherst Town Police. The Town will not be responsible for any items left in this room by the Ramblers or patrons. Should alcohol sales not be permitted the team shall be advised prior to August 1st of each year the agreement is in place.
12. **Dressing Room:** The use of the dressing room will be included in the flat fee. The Ramblers will be responsible for any and all damage to the dressing room. The Town reserves the right providing adequate written notice is provided (14 days) to use the dressing room for the purpose of Provincial, Regional and/or National events should they occur.
13. **Sponsorship:** The Town will be considered a gold sponsor, with acknowledgment in the program and advertising. The Town will be provided with 5 free season passes, issued as game tickets
14. **Zamboni, boiler and plant rooms** are off limits to all unauthorized persons. This is a significant safety concern and breach of this clause will result in the immediate suspension from the Stadium of the offender for the balance of the Stadium season.
15. **Program of Events:** The Ramblers will provide the Facility Manager with a program of events and requirements 48 hours prior to the game. (i.e.: Saturday games, requirements by Thursday at 12:00 Noon; Friday Games, requirements by Wednesday at 10:00am). The Ramblers will

provide one point of contact for game day. All issues/requests will go through/come from this point of contact.

- 16. **Chewing Tobacco:** There will be no chewing of tobacco allowed in the Stadium. This is in keeping with current MHL regulations.
- 17. **Cancellation of scheduled games due to COVID-19:** Should the COVID-19 pandemic cause the cancellation of scheduled games and / or practices, the Club will only be required to pay for the games / practices that were held prior to the cancellation.
- 18. **Closure of the Amherst Stadium due to COVID-19:** The Town reserves the right to close the Amherst Stadium due to the COVID-19 pandemic and will not be held responsible for any losses incurred by the Club regardless of any decision of the MHL to continue with league play or playoffs.

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

19. The parties agree that if the Town of Amherst constructs a new Community Centre this agreement will terminate upon the opening of the new facility, and a new agreement will be negotiated.

Signed at Amherst, Nova Scotia this _____ of _____, **2021 2024.**

Signed: _____
Amherst Junior "A" Hockey Club 1997 Witness
Ron Lake, President

Signed: _____
Amherst Junior "A" Hockey Club 1997 Witness
Treasurer

Signed: _____
Jason MacDonald, CAO, Town of Amherst Witness

Signed: _____
David Kogon, Mayor, Town of Amherst Witness

APPENDIX A

The Town of Amherst recognizes the importance of the sustainability of the Amherst Jr. A Ramblers and the Maritime Hockey League in Amherst, as well as the value and benefit of the relationship between the Hockey Club, and the Amherst Stadium to the community and region.

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

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

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

1. Prior to August 15th of each season;
2. Prior to January 15th of each season; and
3. Prior to the start of the MHL Playoffs of each season.

While signage and advertising are the exclusive right of the Town, the Town recognizes that the selling of stadium advertising is a revenue opportunity for the Club. The spirit of this agreement allows for the Club (Article 9) to sell existing inventory sold by the Club during the previous season, as well as any new inventory that is requested by the Club and approved by the Town. Based on the Stadium Sign Rental Policy #72300-08, inventories available to the Club expire each year of this agreement as follows:

1. Ice Logos – ~~July 30~~ June 15; and
2. All other inventory – ~~September 30~~ September 15

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

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

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

1. To pay the facility rental and fees as set out in this agreement;
2. To be responsible for the day-to-day operations of the Club dressing room, including cleanliness, renovations, signage, telephone or other communications services required by the Club subject to the approval of the Town;
3. To be responsible for the safety and wellbeing of its participants, users, invitees and guests;
4. To provide insurance as set out in this agreement;
5. To abide by and comply with all facility rules and regulations from time to time in place including any by-laws of the Town or the regulations or any other authority having jurisdiction; and
6. Not to permit any notice, painting, design or advertisement without the consent of the Town.

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

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

4.10 Stadium Netting

Moved By Councillor Davidson

Seconded By Councillor Emery

That Council direct staff to remove the stadium netting from the sides of the ice surface before the next hockey season.

Motion Carried

4.11 Capital Budget Carry Overs

Moved By Councillor Landry

Seconded By Deputy Mayor Fawthrop

That Council approve the capital carry over projects to be included the Town of Amherst Water Utility and General Capital Budgets for the 2024/25 fiscal year. The capital budget spending authority for 2024/25 is amended by \$5,307,500 for the capital carry over projects (\$1,605,400 for the Water Utility and \$3,702,100 for General Capital).

Motion Carried

4.12 Estimate of Revenues and Expenditures**Moved By Councillor Emery****Seconded By Deputy Mayor Fawthrop****THAT Council accepts the following estimates of the sums required by the Town of Amherst for the fiscal period ending March 31, 2025, prepared in accordance with Section 72 of the *Municipal Government Act*:**

Revenues	
Taxes	\$ 16,974,287
Grants in Lieu of Taxes	285,466
Services Provided to Other Local Gov't	278,404
Sale of Services	1,476,499
Other Revenue from Own Sources	976,726
Unconditional Transfers	1,323,275
Conditional Transfers	592,300
Other Transfers	180,442
Total Revenues	\$ 22,087,399

Expenditures	
Corporate Services	\$ 3,321,304
Police	5,234,041
Fire	2,085,241
Communications & IT	573,251
Community Living	764,449
Operations	2,668,594
Recreation Facilities	1,465,906
Planning, Development & Economic Development	671,960
Strategic	24,608
Environmental Stewardship	64,977
Sewage	1,154,358
Solid Waste	889,143
Mandatory Provincial Support Area Rate	2,493,485
Community Support Area Rate	676,082
Total Expenditures	\$ 22,087,399

Motion Carried**4.13 General Tax Rate****Moved By Councillor Chambers****Seconded By Deputy Mayor Fawthrop****WHEREAS total estimated expenditures for the fiscal period April 1, 2024 - March 31, 2025 are \$16,874,331; and****WHEREAS total estimated revenues, other than taxes to be levied are \$4,187,668; and****WHEREAS the balance of revenues required, \$12,686,663 must be rated.****MOTION:****THEREFORE BE IT RESOLVED THAT for the Town of Amherst for the fiscal year ending March 31, 2025:**

1. The general tax rates are as follows:

Residential / Resource	\$1.199 per \$100 of assessment
Commercial	\$3.999 per \$100 of assessment

AND THAT these taxes are due and payable on May 31, 2024 for the interim tax billing and on September 27, 2024 for the final billing with interest to be charged on the balance of all tax accounts outstanding at the rate of 1% per month, 12% per annum.

Motion Carried

4.14 Area Rate - Community Support

Moved By Deputy Mayor Fawthrop
Seconded By Councillor Emery

WHEREAS the estimated expenditures that must be rated for the community support for the 2024-2025 fiscal period are \$638,332, net of own source funding in the amount of \$37,750.

THEREFORE BE IT RESOLVED THAT for the fiscal year ending March 31, 2025, the Community Support Area Rate on all property assessments within the boundary of the Town of Amherst are as follows:

Residential / Resource	\$0.096 per \$100 of assessment
Commercial	\$0.096 per \$100 of assessment

AND THAT these area rates are due and payable on May 31, 2024 for the interim tax billing and on September 27, 2024 for the final billing with interest to be charged on the balance of all tax accounts outstanding at the rate of 1% per month, 12% per annum.

Motion Carried

4.15 Area Rate - Mandatory Provincial Contribution

Moved By Councillor Davidson
Seconded By Councillor Landry

THEREFORE BE IT RESOLVED THAT for the Town of Amherst for the fiscal year ending March 31, 2025, the Mandatory Provincial Contribution Area Rate on all property assessments within the boundary of the Town of Amherst are as follows:

Residential / Resource	\$0.375 per \$100 of assessment
Commercial	\$0.375 per \$100 of assessment

AND THAT these area rates are due and payable on May 31, 2024 for the interim tax billing and on September 27, 2024 for the final billing with interest to be charged on the balance of all tax accounts outstanding at the rate of 1% per month, 12% per annum.

Motion Carried

4.16 Sanitary Sewer Rates

Moved By Councillor Chambers
Seconded By Councillor Baker

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2025, the amount of \$1,154,358 to be expended for the purpose of sanitary sewer, a purpose for which the Town may expend funds; and

WHEREAS \$1,064,222 is funded from the Sanitary Sewer Rates; and

WHEREAS Council is authorized by the Town of Amherst Sanitary Sewer Rates By-law to set rates for sewer services;

THEREFORE BE IT RESOLVED THAT owners shall be billed for sewer services using one of the following methods effective April 1, 2024:

- Metered Customers
Those owners whose water service is metered shall pay a usage charge:
- Residential: \$0.99 per cu. meter of metered water consumption as determined by the Amherst Water Utility;

- **Commercial/Industrial/Institutional:** \$0.49 per cu. meter of metered water consumption as determined by the Amherst Water Utility.

- **Base Charges**

Those owners whose water service is metered shall pay a base charge quarterly. The quarterly base charge by meter size is:

5/8"	\$18.00
3/4"	\$27.00
1"	\$43.75
1 1/2"	\$86.00
2"	\$136.25
3"	\$271.25
4"	\$500.00

- **Non-Metered Customers**

For non-metered customers in unmetered mobile home parks, the park owner shall pay \$178.53 per dwelling unit per annum.

Motion Carried

4.17 Wastewater Treatment Facility Uniform Charge

Moved By Councillor Landry

Seconded By Councillor Chambers

WHEREAS Council has included \$35,136 in its estimates for the fiscal year ending March 31, 2025, to be raised for a portion of the debenture principal and interest payments for the wastewater treatment facility, a purpose for which the Town may expend funds; and

WHEREAS there are approximately 488 unmetered mobile homes within a land leased community within the boundaries of the Town of Amherst; and

WHEREAS the Council may, under paragraph 75(4)(b) of the *Municipal Government Act*, in lieu of levying an area rate, levy a uniform charge on each unmetered mobile home within a land leased community in the area;

THEREFORE BE IT RESOLVED that a uniform charge of \$72.00 be levied for the fiscal year ending March 31, 2025 on each unmetered mobile home within a land leased community within the boundaries of the Town of Amherst, and that these uniform charges are due and payable on May 31, 2024 for the interim tax billing and on September 27, 2024 for the final billing with interest to be charged on the balance of all tax accounts outstanding at the rate of 1% per month, 12% per annum.

Motion Carried

4.18 Solid Waste Management Uniform Charge

Moved By Councillor Baker

Seconded By Councillor Emery

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2025, the amount of \$889,143 to be expended for the purpose of solid waste management, a purpose for which the Town may expend funds; and

WHEREAS \$888,843 is funded from the Solid Waste Management Uniform Charge; and

WHEREAS the Town collects solid waste from the approximately 3,198 residential premises with less than four such dwelling units within the Town; and

WHEREAS the Council may, under paragraph 75(4)(b) of the *Municipal Government Act*, in lieu of levying an area rate, levy a uniform charge on each property assessment in the area;

THEREFORE BE IT RESOLVED that a uniform charge of \$278.00 be levied for the fiscal year ending March 31, 2025 on each residential property within the boundaries of the Town of Amherst with less than four such dwelling units, and that these uniform charges are due and payable on May 31, 2024 for the interim tax billing and on September 27, 2024 for the final billing with interest to be charged on the balance of all tax accounts outstanding at the rate of 1% per month, 12% per annum.

Motion Carried

4.19 Operating Budget - Water Utility

Moved By Councillor Emery

Seconded By Deputy Mayor Fawthrop

That Council approve the 2024-2025 Amherst Water Utility Operating Budget of \$2,619,621 as presented.

Motion Carried

4.20 General Borrowing Resolution

Moved By Councillor Chambers

Seconded By Councillor Baker

That Council approves a general borrowing resolution in authorizing a line of credit in the amount of \$7.7 million with the Royal Bank of Canada to meet the current expenditures of the Town of Amherst for the year ending March 31, 2025.

Motion Carried

4.21 Policy Amendments Relating to Operating Budget Approval

Moved By Councillor Davidson

Seconded By Councillor Chambers

That Council approve the amendments to the User Fee Policy 03470-03 to reflect the changes noted above and highlighted in the attached red-line policy.

That Council repeal the Sale of Beer-Liquor – Robb Centennial Park Policy 72300-05.

Motion Carried

4.22 Asphalt Patching

Moved By Councillor Baker

Seconded By Councillor Chambers

That Council award the Asphalt Patching Tender (RFT-24-23) to the lowest compliant bidder, Costin Paving (Dexter Construction), at their unit prices in the amount of \$408,410 plus HST.

Motion Carried

4.23 Code of Conduct

Councillor Landry declared a conflict of interest and removed himself from the Council Chambers to the galley for the vote on this item.

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Baker

As allegations of breaches of the Code of Conduct were made by Town employees against Councillor Landry; and

As the alleged breaches were investigated by Council as stipulated by the Code of Conduct for Elected Municipal Officials policy; and

As Council has determined that Councillor Landry did breach the "Interpersonal Behaviour" section of the Code of Conduct by failing to treat Town employees with dignity, understanding and respect and to ensure that their work environment is free from discrimination, bullying and harassment;

Be it resolved that Councillor Landry shall be subject to the following corrective action that Council determines to be commensurate with the nature and severity of the breaches:

Councillor Landry shall provide a hand written letter of apology to the affected employees; and
Councillor Landry shall not participate in any Committees of Council meetings except for Committee of the Whole, Council and Audit Committee for a period of two months from the date of this meeting.

Motion Carried

5. INFORMATION ITEM

- 5.1 2024/25 Operating and Capital Budget Report
Information item only.

6. INTERNAL COMMITTEE REPORTS

- 6.1 Planning Advisory Committee - Chambers
Information item only.
- 6.2 Amherst Board of Police Commissioners - Davidson
Information item only.
- 6.3 Inclusion Diversity and Equity Committee - Davidson
Information item only.
- 6.4 Poverty Reduction Advisory Committee - Landry
Information item only.

7. EXTERNAL COMMITTEE REPORTS

- 7.1 Cumberland Public Libraries - Fawthrop
Information item only.
- 7.2 Cumberland YMCA - Fawthrop
Information item only.
- 7.3 Northern Region Solid Waste Management - Baker
Information item only.
- 7.4 L. A. Animal Shelter - Fawthrop
Information item only.
- 7.5 Senior Safety - Emery
Information item only.

8. ADJOURNMENT

There being no further business Mayor Kogon adjourned the meeting.



Natalie LeBlanc
Municipal Clerk



David Kogon, MD
Mayor