

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

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

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

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

1. CALL TO ORDER

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

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

3. APPROVAL OF AGENDA/ACCEPTANCE OF MINUTES

3.1 Approval of the Agenda

Moved By Councillor Baker

Seconded By Councillor Emery

To approve the agenda as circulated.

Motion Carried

3.2 Acceptance of Minutes

3.2.1 April 22, 2024 Council

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

3.2.2 May 15, 2024 Public Hearing

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

4. REQUESTS FOR DECISION

4.1 Community Support Grants

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Emery

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

Amherst Little League Baseball Association	\$2,500
Cumberland County Transition House	\$10,000
After the School Bell Food Program	\$ 5,000 – Social Equity
Food Assistance Network	\$10,000 – Social Equity

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

Motion Carried

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

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

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

Motion Carried

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

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

CANSA	\$ 4,000 – Social Equity
--------------	---------------------------------

Motion Carried

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

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

Cumberland Acadian Society	\$ 3,000
-----------------------------------	-----------------

Motion Carried

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

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

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

Motion Carried

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

Motion Carried

TOWN OF AMHERST
Draft Development Agreement

Between:

Shaw Rural Housing Limited.

And

Town of Amherst, Nova Scotia

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

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

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

This Agreement made this ____ day of _____, 2024.

BETWEEN:

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

hereinafter called the “**DEVELOPER**,”

OF THE FIRST PART;

- and -

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

OF THE SECOND PART.

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

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

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

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

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

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 6
 4.1. Schedules 6
 4.2. Site Preparation 6
 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 8
 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..... 11
 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 12
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 25038720
 - Schedule B Land Use Concept Plan
 - Schedule C Phasing Plan
 - Schedule D Parkland Plan
 - Schedule E Trail & Transportation Plan
 - Schedule F Road Cross-Sections
 - Schedule G Definitions
- 3.1.2. Notwithstanding Section 3.1.1. remaining lands are shown for contextual purposes only. Remaining lands are subject to a future development agreement or by amendment to this agreement.
- 3.1.3. The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally conforms with Schedules B, C, D, and E and the terms of this agreement.
- 3.1.4. Notwithstanding Section 3.1.3, the Development Officer may permit the following variations to information shown on Schedules B, C, D, and E, such as but not limited to:
 - a) the location, addition, or reduction of General Residential areas;
 - b) the location, addition, or reduction of Cluster Residential areas;
 - c) the location or addition of Multiple Residential areas;
 - d) shifting of exact location of the street and transportation network, provided that essential connections are maintained.

3.2. Site Preparation

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

3.3. Land Use

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

PART 4: DETAILED PROVISIONS FOR LAND USE

4.1. Land Use Requirements

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

f) **PERMITTED LAND USE TABLE**

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

				0129
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:
- a) be used for human habitation except where permitted as an accessory dwelling unit;
 - b) be built closer than 1.2 m to any lot line except for Balconies & Attached Decks, Fences, and common semi-detached garages which may be centred on the mutual side lot line;
 - c) exceed 12 m in height;
 - d) in the case of accessory buildings, be built within 1.8 m of a main building; and
 - e) be considered an accessory building if attached to the main building through common walls.

4.9. Home-Based Businesses

- 4.9.1. Nothing in this By-law shall prevent the use of a portion of any dwelling unit or building accessory to a dwelling unit as personal home office or studio for residents of the dwelling unit provided the personal office or studio is either 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:
- a) Office uses
 - b) Craft project workshop
 - c) Day care for 6 or fewer dependants
 - d) Personal service shop
 - e) Pet grooming
- 4.9.4. No outdoor storage or display is permitted for any home-based business.

4.10. Parkland

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

4.11. Parking and Bicycle Parking Requirements and Standards

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

MINIMUM PARKING SUPPLY REQUIREMENTS TABLE

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

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

MINIMUM BICYCLE PARKING SUPPLY REQUIREMENTS TABLE

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

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

PART 5: General Provisions

5.1. Landscaping

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

5.2. Encroachments

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

PERMITTED ENCROACHMENTS TABLE

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

5.3. Height Exemptions

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

5.4. Corner Lot Sight Triangle

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

5.5. Watercourse Buffer

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

5.6. Ungulates, Fowl and Rabbits

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

5.7. Electric Vehicle Charging

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

5.8. Temporary uses

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

5.9. Signs

- 5.9.1. The following signs are permitted in this development and do not require a development permit, if they are not internally illuminated:
- a) Signs showing the civic number of a building provided such signs do not individually exceed 0.2 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.

5.9.5.

PART 6: SUBDIVISION OF THE LANDS

- 6.1.1. Subdivision applications shall be submitted to, and approved by the Development Officer in accordance with the following terms and conditions:
- a) Phasing of Subdivision shall generally conform with Schedule C.
 - b) Final subdivision approval for a phase shall not be granted until final approval has been granted for the previous phase or as enabled by this agreement;
 - c) The Development Officer may grant final subdivision approval for partial phases of the development;
 - d) Notwithstanding 6.1.1 b) and 6.1.1 c), the development officer may grant final subdivision approval for a phase prior to granting final approval for the previous phase if the Town Engineer deems it acceptable.
 - e) Notwithstanding 6.1.1 a) and 6.1.1 b) the Development Officer, in consultation with the Development Engineer and other jurisdictions having authority where required, may authorize variations to the order of phasing, and allow development of concurrent or partial phases.

PART 7: STREETS AND MUNICIPAL SERVICES

7.1. General Provisions

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

7.2. Off-Site Disturbance

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

7.3. Streets

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

7.4. Utilities

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

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

- 8.1.1. Any non-substantive amendment to either the terms of this agreement or to any Schedules shall be reviewed and a decision made by the Development Officer.
- 8.1.2. The following items are considered by all parties to be non-substantive:
- a) Amendments to Section 3.3.1 c) to permit a change in the maximum number of overall dwelling units, provided that there is servicing capacity, and does not exceed 110% of dwelling unit maximum per Section 3.3.1 c).
 - b) Amendments related to the definitions in Schedule G, and associated amendments to enable any added uses to the Permitted Land Use Table.

8.2. Substantive Amendments

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

8.3. Future Amendments

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

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

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

9.2. Subsequent Owners

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

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

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

10.2. Failure to Comply

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

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

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD, Mayor

Jason MacDonald, MCIP, LPP, CAO

FOR THE DEVELOPER

Dean Robertson

Glenn Hardie

SCHEDULE A – Land Description

Parcel Description – PID 25038720

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

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

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

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

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

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

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

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

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

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

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

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

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

SAID described lot to contain approximately 50 hectares.

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

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

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

Compliance:

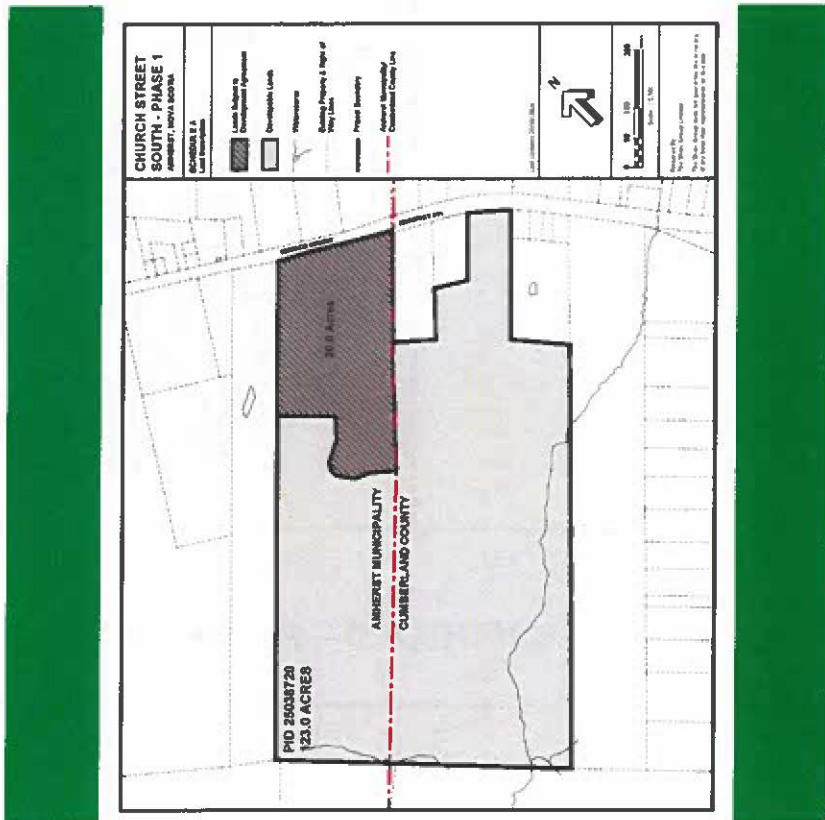
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: CUMBERLAND COUNTY

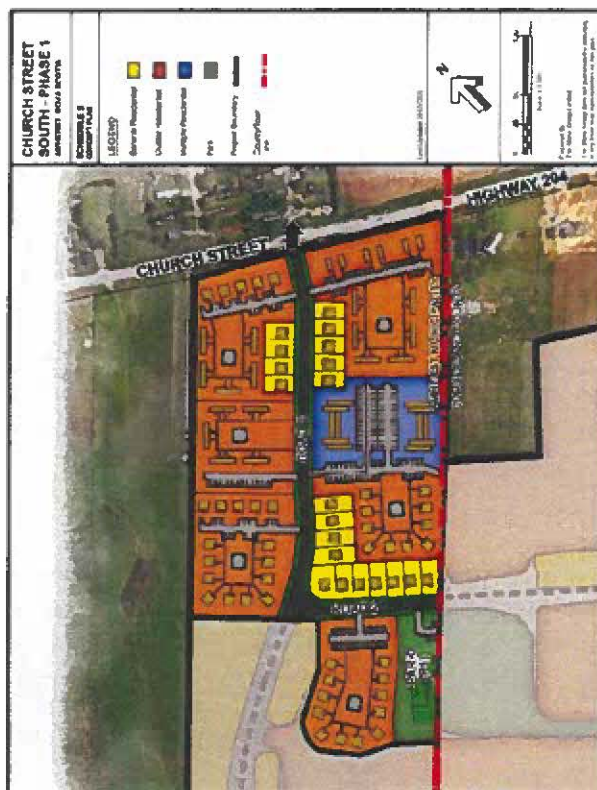
Registration Year: 2016

Plan or Document Number: 109145202

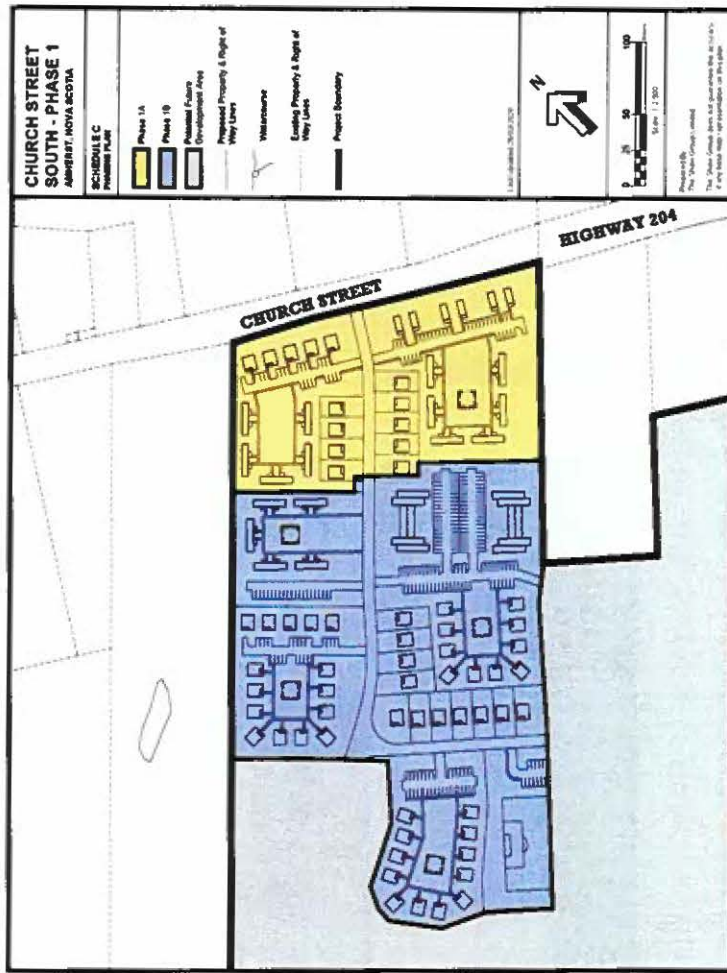
The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan



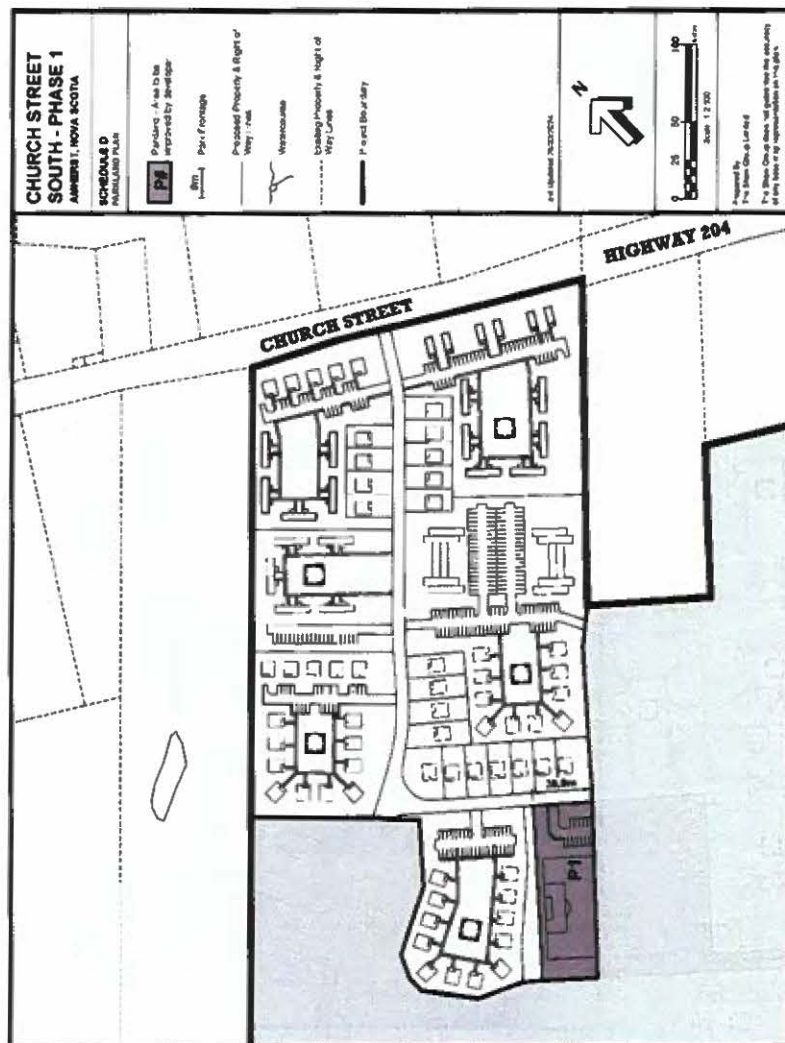
SCHEDULE B – Land Use Concept Plan



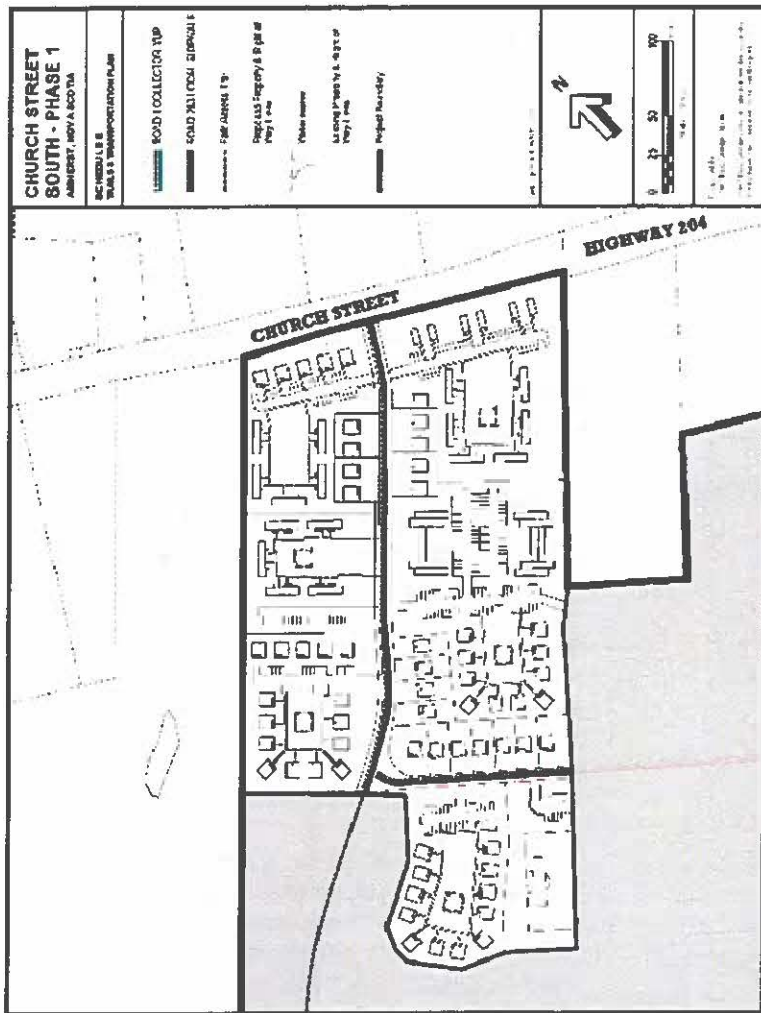
SCHEDULE C – Phasing Plan



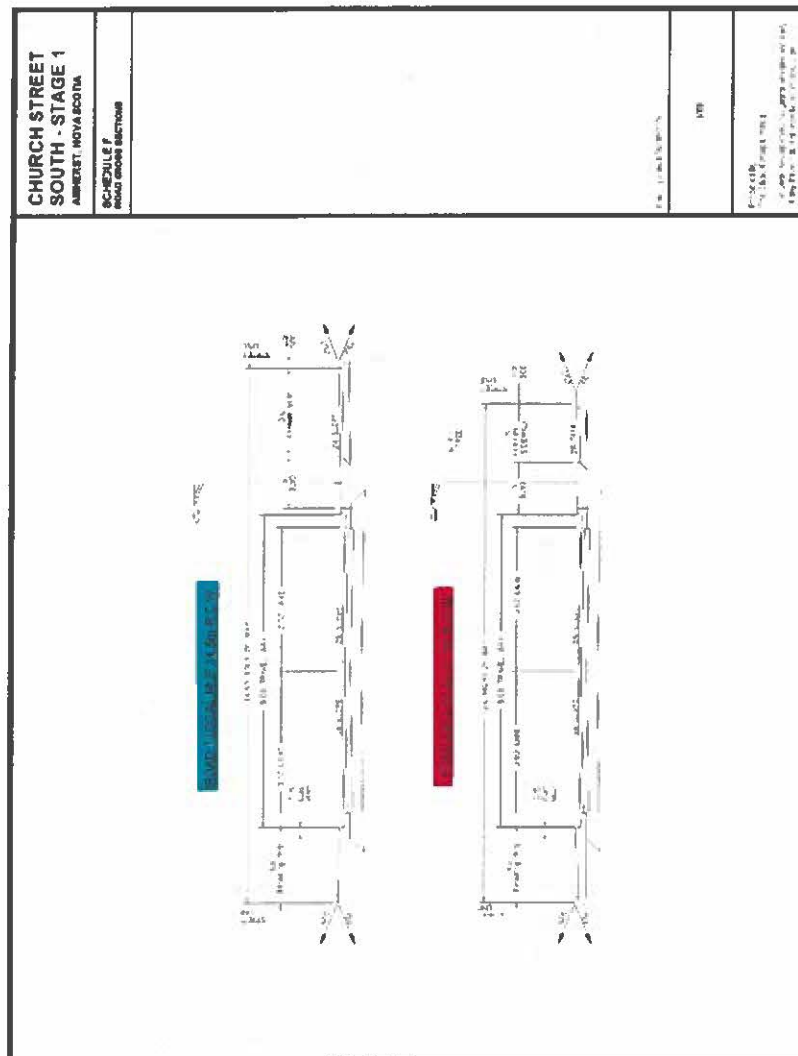
SCHEDULE D – Parkland Plan



SCHEDULE E – Trails & Transportation Plan



SCHEDULE F – Road Cross Sections



SCHEDULE G - DEFINITIONS

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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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	<p>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:</p> <ul style="list-style-type: none"> (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: 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. For further clarity, a semi-detached dwelling use shall include a mobile dwelling, or modular dwelling
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.
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.

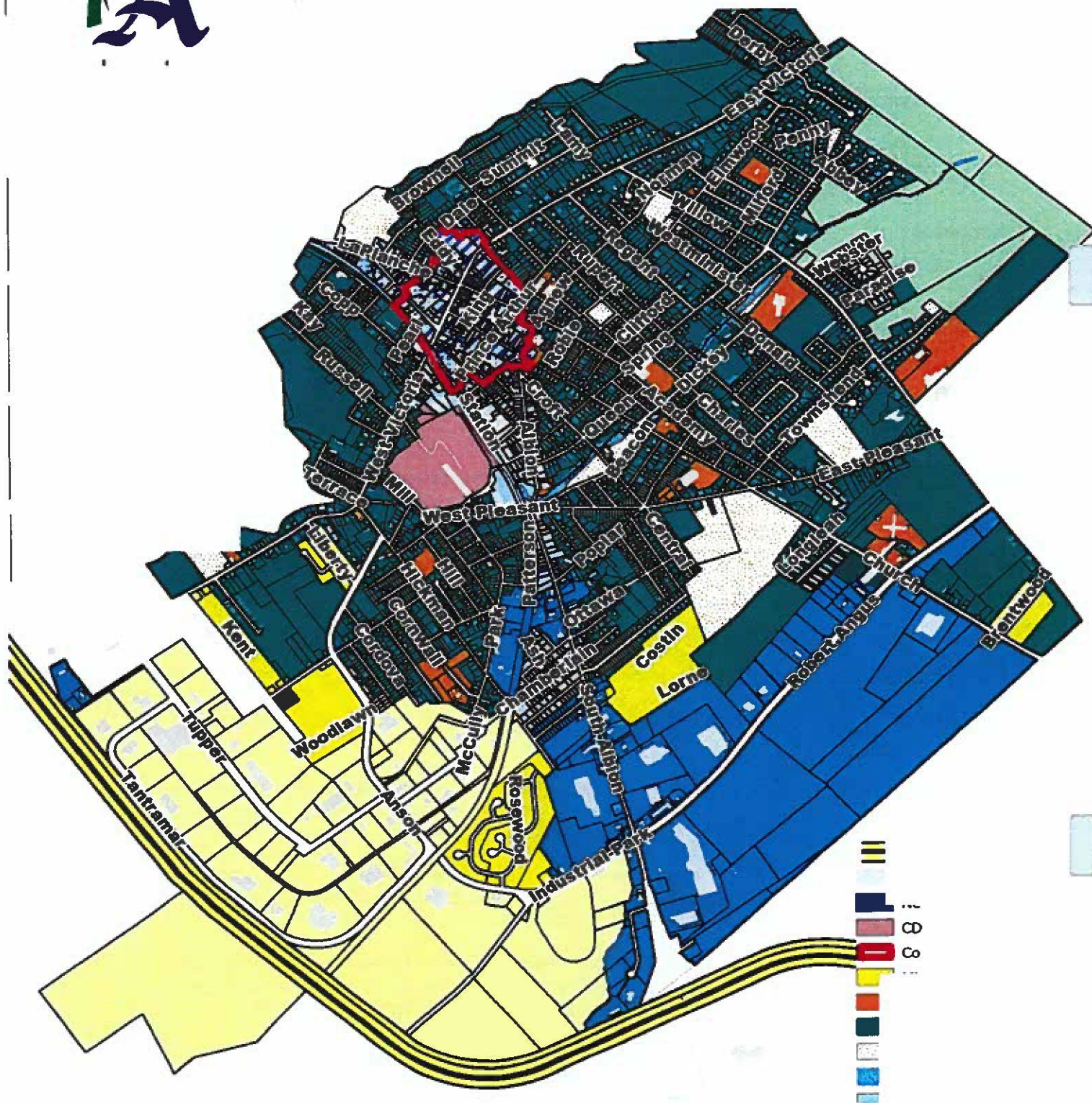
Single unit dwelling use	Single unit dwelling use means a detached building containing one dwelling unit. For further clarity, a single-unit dwelling use shall include a mobile dwelling, or modular dwelling.
Street	Street means a public street, highway, road, lane, sidewalk, thoroughfare, bridge and 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	<p>Temporary Construction Use means a use, which in the opinion of the Development Officer, is of limited duration and accessory to a development in progress, such as:</p> <ul style="list-style-type: none"> (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	<p>Temporary Use means a use that is 90 cumulative days or less in duration within any one calendar year and is:</p> <ul style="list-style-type: none"> (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. For further clarity, a townhouse shall include a mobile dwelling, or modular dwelling.
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.
Yard, Required	Required Yard means the area between a front, side, rear, or flanking lot line and a line parallel to the respective lot line set back a distance equal to the applicable yard setback.
Yard, Side	Side Yard means a yard extending between the front yard and the rear yard and between a side lot line and the nearest main wall of any main building on the lot.

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

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.



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

Motion Carried

**FUNDING AGREEMENT
Nova Scotia Nature Agreement**

This Agreement is made as of the ___ day of May 2024

BETWEEN

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

AND

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

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

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

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

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

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

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

1.0 Contribution of Funds

- 1.1. This Agreement will take effect on the date that both parties have signed the Agreement and, subject to its terms will remain in effect until March 31, 2026.
- 1.2. NSECC's obligation to pay money to the Recipient for eligible expenditures under this Agreement is subject to an appropriation being available in the fiscal year of the Province during which payment becomes due and the successful recovery of those funds from ECCC in accordance with the Contribution Agreement. Method of payment shall be as stated in Appendix "A" to this Agreement.
- 1.3. Subject to Articles 1.2, 1.11, 1.12, 3.1 and 5.1, NSECC agrees to provide funding during the term of this Agreement to cover the Recipient's eligible expenditures for the Project as detailed in Appendix "C". The maximum amounts available in each of the two following Fiscal Periods are as follows:
 - For the Fiscal Period April 1, 2024-March 31, 2025: \$275,000
 - For the Fiscal Period April 1, 2025-March 31, 2026: \$275,000.
 The total cash and in-kind contributions secured or provided by the Recipient are \$40,000 as detailed in Appendix "C".
- 1.4. The Recipient is eligible to receive payments for the funds stated in Article 1.3 in advance of incurring eligible expenditures and/or in advance of being able to provide an accounting to NSECC of the final type and amount of eligible expenditure incurred. To be eligible for an advance payment, the Recipient shall demonstrate the need for the requested advance payment by attaching the required supporting documents and information outlined in the prescribed form provided in Appendix D. If, at any time during the life of the Project, the Recipient determines that an advance is not needed, or cannot sufficiently demonstrate the need for an advance payment, then the Recipient shall be reimbursed for the eligible expenditures incurred. Requests for payment may be submitted at any time during the Fiscal Period, but typically not more frequently than four times per Fiscal Period. The Recipient shall submit to NSECC requests for payment using the prescribed form provided in Appendix D or an alternative format as provided or pre-approved by NSECC.
- 1.5. A requested payment shall not result in total payments for the Fiscal Period exceeding the total funds available for the Fiscal Period as set out in Article 1.3. The Recipient may request a new advance without accounting for the use of any previous advance(s) as long as the unaccounted advance balances do not exceed fifty percent of the funds available for that Fiscal Period. NSECC must respect the requirement to withhold the final payment, per Article 1.7, and may be required to reduce any advance requests in the final Fiscal Period of the project accordingly. NSECC may further

limit the maximum unaccounted advance balances. NSECC shall communicate any such restrictions to the Recipient and amend this Agreement accordingly.

- 1.6 Should the Recipient request an advance that would otherwise cause the maximum unaccounted advance balance stated in Article 1.5 to be exceeded, then the Recipient shall either:
- reduce the amount of advance requested, to remain within the maximum unaccounted advance balance; or
 - account for some or all of any previous advance(s) when requesting the new advance, such that the cumulative advance unaccounted for by the Recipient does not exceed the maximum unaccounted advance balance.
- 1.7 The Recipient shall account for the use of some or all of any previous advance(s) by completing the prescribed form provided in Appendix D. During the final Fiscal Period, NSECC shall withhold a minimum of ten percent of the funds allocated to the final Fiscal Period. NSECC shall issue the final payment to reimburse the unpaid balance of eligible expenditures upon receipt and acceptance by NSECC of the final report(s) required by Article 3.3. The Recipient shall submit the request for final payment with the final report(s) required by Article 3.3.
- 1.8 The Recipient shall not commit or purport to commit NSECC to pay any money except as authorized by this Agreement.
- 1.9 The total cost of the eligible expenditures for funding for the Project is annexed as Appendix "C" which forms part of this Funding Agreement.
- 1.10 Any additional funding required by the Recipient to carry out the Project in excess of NSECC's total contribution amount identified in Articles 1.3, is the sole responsibility of the Recipient.
- 1.11 For the purpose of achieving the objectives of the Contribution Agreement and for the responsible administration of this Funding Agreement, NSECC may, in consultation with the Recipient, in any year of the Project, suspend or reduce Project funding with respect to all or any part or parts of the Project by giving notice to the Recipient, and may, with the written consent of the Recipient, increase funding with respect to all or any part or parts of the Project.
- 1.12 Whereas NSECC and the Recipient enter into this Agreement recognizing that the Recipient has begun the Project and incurred related costs, NSECC may, pursuant to the terms and conditions of this Agreement, reimburse the Recipient for Eligible Expenditures incurred as of April 1, 2024.

2.0 Obligations of the Recipient

- 2.1 The Detailed Project Description and Itemized Budget Breakdown of Eligible Expenditures shall form part of this Funding Agreement and are annexed as Appendix "B" and Appendix "C" respectively. The Recipient shall not alter the scope of work or approved eligible costs without the prior written approval of NSECC.
- 2.2 The Recipient agrees that the Project shall be undertaken in a manner required by and in all respects in strict conformity with the Detailed Project Description annexed as Appendix "B" and Itemized Budget Breakdown of Eligible Expenditures annexed as Appendix "C", except with the prior written approval of NSECC or by amendment of this Funding Agreement.
- 2.3 The planned work as outlined in Appendix "B" shall be completed to the satisfaction of NSECC not later than the 31st day of March in each Fiscal Period of the term of this Agreement.
- 2.4 The Recipient agrees to use the funds provided by NSECC solely for the purposes of the project and eligible expenditures as outlined in the Detailed Project Description in Appendix "B" and Detailed Budget Breakdown of Eligible Expenditures in Appendix "C".
- 2.5 If the Recipient does not, within a particular year of the Project, complete the Project activities for that year within the term of this Agreement and if this Agreement has not been extended, renewed or amended, the Recipient shall return all remaining funds to NSECC within 30 days.
- 2.6 The Recipient provides consent for the public disclosure by ECCC and NSECC of any information provided to them by the Recipient in connection with their applications for funding of this project, or related activities falling within the scope of this agreement.
- 2.7 The Recipient provides consent to ECCC and NSECC for the right to access the recipients' premises and documents for the purpose of monitoring compliance with this agreement.

3.0 Reporting

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

3.3 Following the completion of the Project, the Recipient shall, no later than April 10, 2026, provide NSECC with a final report ("Final Report") including the following information:

- (a) A project income and expenditure summary which identifies all sources and use of the total project funds over the duration of the entire Agreement;
- (b) A statement detailing the use of NSECC's contributions provided over the duration of the entire Agreement, including an explanation of any financial variances.
- (c) A description of project activities and results in the context of the Detailed Project Description(s) over the duration of the entire Agreement.

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

3.4 All Interim, Annual, and Final Reports submitted by the Recipient shall be provided in accordance with templates to be provided by NSECC following the signing of this Agreement or alternative formats as pre-approved by NSECC and shall be certified by a senior officer of the Recipient's organization (such as CEO or CFO) attesting to the correctness and completeness of the financial information provided.

3.5 The Recipient shall, no later than April 10th of each Fiscal Period, provide NSECC with all other reports, products, and deliverables required to be produced for the preceding Fiscal Period in accordance with the Detailed Project Description (Appendix "B") and Itemized Budget Breakdown of Eligible Expenditures (Appendix "C").

3.6 The Recipient shall make all reasonable efforts to respond to ad-hoc requests by NSECC for information on Project progress. Failure to do so may delay funding allocations/disbursements. The Recipient shall also advise NSECC immediately of any substantial events that could impact the Project timeline or cashflow requirements.

3.7 The Recipient shall provide NSECC, as and when requested, information and/or supporting documentation NSECC deems appropriate to enable NSECC to review and accept any request for payment. In such case, NSECC should advise the Recipient of the appropriate level of detail and of any specific supporting documentation required.

4.0 Funding Acknowledgements

4.1 The Recipient agrees to publicly acknowledge this contribution in all publications by using Environment and Climate Change Canada's logo, decal, and/or name as determined for the Canada Nature Fund –Nova Scotia Nature Agreement.

4.2 The Recipient agrees to publicly acknowledge all other project partners where reasonable and appropriate, including NSECC, in all publications by using the logos, decals, and/or names according to the partner's preference. Logos other than the Recipient's are to be provided to the Recipient by NSECC.

4.3 The recipient agrees to assist NSECC to comply with Part VII of the Official Languages Act, by agreeing to use bilingual materials in all publications and similar engagement or communication products (i.e. project websites, project social media account(s), brochures, handouts, newsletters, reports, directional and educational signs, media advertisement (newspapers, radio, social media). Public workshops/events will be planned to enable bilingual audience participation. NSECC will be responsible for the cost of French translation.

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

5.0 Termination

5.1 NSECC may immediately terminate this Agreement if the Recipient breaches or defaults on any term or condition and fails to remedy the same in a manner deemed satisfactory to the Province within ten (10) days of being given written notice of the breach or default.

5.2 The termination of this Agreement shall not affect any rights, duties, obligations or liabilities that arise or have accrued prior to the effective date of termination or which survive the termination.

5.3 In the case of a breach of this Agreement, the share of the contribution to be reimbursed by the Recipient to NSECC shall be determined by NSECC and written notice of the requirement for repayment shall be provided by NSECC to the Recipient.

6.0 Liability and Indemnity

6.1 NSECC will not be liable for any claims, actions, suits, damages, costs or expenses arising from any injury, death or damage to property resulting from or arising out of any act or omission of the Recipient, its servants, agents or contractors in carrying out the Agreement.

6.2 The Recipients shall indemnify and save harmless the Province, its Ministers, officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings of any kind based upon injury, including death, to any person, or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Recipient, its servants or agents in carrying out this Agreement.

7.0 Governing Laws

7.1 The laws of the Province of Nova Scotia govern all matters arising out of this Agreement. This Agreement shall ensure to the benefit of and is binding upon the Parties hereto and their successors and assigns.

7.2 The Recipient shall respect all applicable federal and provincial laws and standards in carrying out the Project.

8.0 Relationship

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

9.0 Amendment and Assignment

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

10.0 Conflict of Interest

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

11.0 Notice

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

For the Province

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

For the Recipient

Town of Amherst
 P.O. Box 516
 98 Victoria St E
 Amherst, NS
 B4H 1X6
 Attention: Jeff Bacon, Business Development Officer
 Any party may at any time give notice in writing to the other of any change of address of the party giving such notice and the address therein specified shall be deemed to be the address of each party for the purpose of giving notice hereunder.

12.0 Appendices

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

13.0 Miscellaneous

- 13.1 All references to monetary amounts in this Agreement shall be to Canadian dollars.
- 13.2 Time shall be of the essence in this Agreement.
- 13.3 This Agreement, including any schedules, contains the entire agreement between the parties with respect to the subject matter hereof. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement and none have been relied on.
- 13.4 The division of this Agreement into sections and the insertion of headings are for convenience and reference only and do not affect the interpretation of this Agreement.
- 13.5 If any term or provision of this Agreement is found to be illegal or unenforceable, it will be deemed to be severed from this Agreement and the remaining provisions will nevertheless continue to be in full force and effect.
- 13.6 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by all parties.

13.7 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of the Agreement.

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

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

Date per: Lora MacEachern
Deputy Minister of Environment and Climate Change

For the Recipient

Date Name (please print) _____

Witness Name (please print) Position (please print): _____

Witness Signature

(Signature)
Having the authority to bind the Recipient association

Second Signature for the Recipient (if required)

Date Name (please print) _____

Witness Name (please print) Position (please print): _____

Witness Signature

(Signature)
Having the authority to bind the Recipient association

4.5 Street Banner Policy

Moved By Councillor Landry

Seconded By Councillor Davidson

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

Motion Carried

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

APPROVAL DATE: June 26, 2023 **CAO Signature:** _____

POLICY STATEMENT

1. PURPOSE

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

POLICY STATEMENT:

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

The banners shall not:

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

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

2 BANNER DIMENSION AND PRODUCTION MATERIAL

Banner Size 24" X 36"

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

3 INSTALLATION AND REMOVAL OF BANNERS

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

4 REQUESTS FOR ADDITIONAL BANNERS

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

5 DISCLAIMERS

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

APPENDIX A –Banner Schedule

December/January	- Seasonal
February	- African Heritage Month
March/April/May	- Live Work Play
Late May – mid June	- Pride
Mid-June	- Indigenous Day
Late June - July	- Canada Day
August	- Acadian Day
August/September	- Welcome
October	- Fibre Arts Festival
November	- Veterans (Royal Canadian Legion Branch #10)

ROLES AND RESPONSIBILITIES

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

For Administrative Use Only:

VERSION LOG

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

MEMORANDUM OF UNDERSTANDING (MOU)

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

-AND-

The Cumberland Acadian Society (The Society)

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

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

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

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

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

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

GENERAL

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

TERMINATION

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

Town of Amherst:

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

Cumberland Acadian Society:

Leon Landry
Cumberland Acadian Society

Dated this _____ day of _____, 2024.

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

Motion Carried

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

Motion Carried

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

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

1. The purpose of this By-Law is to enable the Chief of Police for the Town of Amherst to appoint persons as Auxiliary Police Officers to assist the Amherst Police Department and its members in the performance of their duties.

- 2. Appointment of persons as Auxiliary Police Officers shall be in accordance with Section 91 of the Nova Scotia Police Act, the Regulations made pursuant to the Police Act and subject to budget approval by the Amherst Board of Police Commissioners and Amherst Town Council.
- 3. This By-Law is effective as of the date of publication.

For Administrative Use Only:

ROLES AND RESPONSIBILITIES

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

VERSION LOG

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

Minutes reference date

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

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

5. INFORMATION ITEM

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

6. INTERNAL COMMITTEE REPORTS

**6.1 Planning Advisory Committee - Chambers
 Information item only.**

**6.2 Inclusion Diversity and Equity Committee - Davidson
 Information item only.**

**6.3 Poverty Reduction Advisory Committee - Landry
 Information item only.**

7. EXTERNAL COMMITTEE REPORTS

**7.1 Cumberland Public Libraries - Fawthrop
 Information item only.**

**7.2 Cumberland YMCA - Fawthrop
 Information item only.**

**7.3 Northern Region Solid Waste Management - Baker
 Information item only.**

**7.4 L. A. Animal Shelter - Fawthrop
 Information item only.**

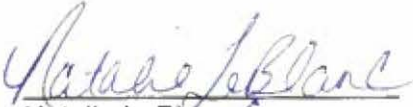
**7.5 Senior Safety - Emery
 Information item only.**

7.6 **Municipal Alcohol Project - Emery**
Information item only.

7.7 **Cumberland Central Landfill Community Liaison Committee - Emery**
Information item only.

8. **ADJOURNMENT**

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



Natalie LeBlanc
Municipal Clerk



David Kogon, MD
Mayor