



Town of Amherst
Regular Council Meeting
Agenda

Date: Monday, November 23, 2020
Time: 7:00 pm
Location: Council Chambers, Town Hall

| | Pages |
|---|---------|
| 1. CALL TO ORDER | |
| 2. TERRITORIAL ACKNOWLEDGMENT | |
| "We [I] would like to begin by acknowledging that the land on which we gather is the traditional unceded territory of the Mi'kmaw Peoples." | |
| 3. APPROVAL OF AGENDA/MINUTES | |
| 3.1. Approval of the Agenda | |
| 3.2. Approval of Minutes | |
| 3.2.1. September 28, 2020 Regular Council | 3 - 13 |
| 3.2.2. October 14, 2020 Special Council | 14 - 14 |
| 3.2.3. October 16, 2020 Special Council | 15 - 15 |
| 4. REQUESTS FOR DECISION | |
| 4.1. Council Committee Appointments - Christie | 16 - 18 |
| 4.2. Housing Authority Board Appointment - Baker | 19 - 21 |
| 4.3. Fluoride Plebiscite - Davidson | 22 - 25 |
| 4.4. Proceedings of Council Policy Amendments - Emery | 26 - 41 |
| 4.5. Signing Authority - Fawthrop | 42 - 45 |
| 4.6. Maple Avenue Property Sale - Landry | 46 - 51 |
| 4.7. NSPI Solar Garden - Industrial Park Land Lease - Davidson | 52 - 71 |

4.8. December Meeting Dates - Baker 72 - 74

5. INFORMATION / DISCUSSION ITEMS

5.1. Cumberland Public Library Annual Report 2019-2020 75 - 80

6. INTERNAL COMMITTEE REPORTS

Due to the October Municipal Election, there are no reports available this month

6.1. Planning Advisory Committee

6.2. Amherst Board of Police Commissioners

6.3. Audit Committee

6.4. Amherst Youth Town Council

7. EXTERNAL COMMITTEE REPORTS

Due to the October Municipal Election, there are no reports available this month

7.1. Cumberland Public Libraries

7.2. Cumberland YMCA

7.3. Cumberland Joint Services Management Authority

7.4. Northern Region Solid Waste Committee

7.5. L. A. Animal Shelter

7.6. Senior Safety

7.7. Inter Municipal Tourism

7.8. Poverty Reduction

8. ADJOURNMENT

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: September 28, 2020
Time: 7:00 pm
Location: Zoom Virtual Meeting

Members Present Mayor David Kogon
Deputy Mayor Sheila Christie
Councillor Vince Byrne
Councillor Darrell Jones
Councillor Wayne MacKenzie
Councillor Terry Rhindress

Staff Present Greg Herrett, CAO
Jason MacDonald, Deputy CAO Operations
Dwayne Pike, Police Chief
Greg Jones, Fire Chief
Andrew Fisher, Manager of Planning & Strategic Initiatives
Tom McCoag, Corporate Communications Officer
Kim Jones, Municipal Clerk
Natalie LeBlanc, Deputy Clerk

Due to the COVID-19 pandemic and the requirement for physical distancing, this was a virtual meeting held via Zoom.

1. CALL TO ORDER

Mayor Kogon called the meeting to order at 7:00 p.m.

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

3. APPROVAL OF AGENDA/MINUTES

3.1 Approval of the Agenda

Moved By Councillor Byrne

Seconded By Councillor Jones

To approve the agenda as circulated.

Motion Carried

3.2 Approval of Minutes

Moved By Councillor Rhindress

Seconded By Deputy Mayor Christie

To approve the minutes of the June 22, 2020 regular meeting of Council, and the minutes of the June 25, July 10 and August 10, 2020 special meetings of Council as circulated.

Motion Carried

4. REQUESTS FOR DECISION

4.1 Year End Transfers

Moved By Councillor Byrne

Seconded By Councillor Jones

That Council approve of the following transfer from the Operating Reserve to General Operating Fund:

Withdrawal from the Operating Reserve – Reserve for Mandatory Provincial Contribution Area Rate the amount of \$13,137.92 to fund the deficit in the Mandatory Provincial Contribution Area Rate for the 2019/20 fiscal year.

Motion Carried

- 4.2 Year End Capital Adjustments**
Moved By Deputy Mayor Christie
Seconded By Councillor MacKenzie
That Council approve of the following changes to the funding for capital projects for the Water and General Capital Budgets:
1. Approval of the increase of Water Operating Capital from Revenue funding from \$40,000 to \$114,673.80;
 2. Approval of the increase of General Operating Capital from Revenue funding from \$491,535 to \$496,030.80;
 3. The withdrawal of \$4,000 from the Capital Reserve which represents the Trade-In-Allowance for two thermal imaging cameras against the purchase of three new thermal imaging cameras in the General Capital Fund; and
 4. Withdrawal from the Capital Reserve of \$33,857 to fund a portion of the new roof on the Community Credit Union Business Innovation Centre.
- Motion Carried**
- 4.3 Fall Debenture Approval**
Moved By Councillor Byrne
Seconded By Councillor Rhindress
That Council approve the Resolution for Pre-Approval of Debenture Issuance in the amount of \$1,044,090 for the long term financing of the water main replacement of Willow Street from Spring to East Pleasant Street, water utility backhoe and Willow Street paving and curb (from Spring to East Pleasant), culvert and sanitary sewer (from Walter Purdy to Oceanview) and authorize the Mayor and CAO to sign the Resolution on behalf of the Town.
- Motion Carried**
- 4.4 W.A. Reid Transfer**
Moved By Councillor Rhindress
Seconded By Councillor Byrne
That Council approve the request to transfer the W.A. Reid Trust from the Town of Amherst to the Chignecto-Central Regional School Board and authorize the Mayor and CAO to sign the appropriate documentation to give effect to the transfer.
- Motion Carried**
- 4.5 Acceptance of Audited Financial Statements**
Moved By Deputy Mayor Christie
Seconded By Councillor MacKenzie
That Council accept the Audited Consolidated Financial Statements for the Town of Amherst, and the Non Consolidated Financial Statements for the Amherst Water Utility for the fiscal year ending March 31, 2020 which have been audited by the firm Jorgensen Bickerton, as recommended by the Audit Committee.
- Motion Carried**
- 4.6 Tax Financing Policy**
Moved By Councillor Rhindress
Seconded By Deputy Mayor Christie
That Council forward the proposed change to the due date of applications for the COVID 19 Property Tax Financing Program Policy from July 31, 2020 to October 31, 2020.
- Motion Carried**

DEPARTMENT: CORPORATE SERVICES

TITLE: COVID-19 Property Tax Financing Program Policy

Minutes reference date: July 10, 2020 May 25, 2020

1. This Policy is entitled the "COVID-19 Property Tax Financing Program Policy."
2. **Objective:**

The Town of Amherst is concerned about the health and safety of residents. The Town of Amherst recognizes that facilitating the payment of property taxes in installments will better allow citizens of Amherst to follow the public health directives endorsed by the Government of Nova Scotia. This Policy responds to that need by establishing a one-time property tax installment payment program (the "Program") for owners of residential and commercial properties negatively affected by the COVID-19 global pandemic.
3. **Authority:**

Sections 111 and 112 of the *Municipal Government Act* give Council the authority to provide for the payment of taxes by installments.

Section 113 of the *Municipal Government Act* allows Council to charge interest for non-payment of taxes when due, at a rate determined by policy.
4. **Scope:**
 - 4.1 Residential - The following owners of residential property are eligible to participate in the Program:
 - 4.1.1 An owner of a residential property that is the owner's primary residence, where the owner has experienced financial hardship through a significant reduction in income due to the State of Emergency declared by the Government of Nova Scotia in response to COVID-19, demonstrated through receipt of Provincial or Federal program assistance, or a Record of Employment (ROE) demonstrating layoff from employment after March 1, 2020;
 - 4.1.2 An owner of a residential property where the owner was a registered Tourism Operator with Tourism Nova Scotia for the 2019 tourist season (excluding AirBNBs)
 - 4.2 Commercial - The following owners of commercial property are eligible to participate in the Program:
 - 4.2.1 An owner of a taxable commercial property where the property has a total taxable 2020 property assessment value equal to or less than \$2,000,000 and where the owner's business or building located on the property has experienced financial hardship through loss of sales related to the State of Emergency, demonstrated through the following:
 - 4.2.1.1 For a business that was in operation before March 1, 2019 - that the sum of total sales for March, April and May of 2020 is less than 70% of the sum of total sales for March, April and May of 2019. The owner will be required to provide and certify a schedule of sales by month to support the application.
 - 4.2.1.2 For a business that was established on or after March 1, 2019 – an analysis of all monthly sales from the inception of the business to May 31, 2020 clearly establishing loss of expected sales of 30% or more due to the State of Emergency for the period from March 1, 2020 to May 31, 2020. The analysis may be required to be supported by further documentation such as, but not limited to, cash flow projections prepared the purpose of obtaining financing at the time of establishing the business
 - 4.2.2 An owner of a taxable commercial or resource property who has experienced financial hardship through loss of revenue related to the State of Emergency, regardless of the assessed value, where:
 - 4.2.2.1 The owner of the property is a tourism operator registered under the *Tourist Accommodations Registration Act*,
 - 4.3 Exclusions: Regardless of sections 4.1 and 4.2 of this policy, the following are not eligible to participate in the Program:
 - 4.3.1 Property owners who have not experienced financial hardship through loss of revenue related to the State of Emergency;
 - 4.3.2 Property owners who have received compensation from Business Interruption Insurance as a result of the State of Emergency;
 - 4.3.3 Properties occupied by daycare centres in receipt of federal or provincial funding, or those in receipt of other emergency funding;

- 4.3.4 Properties used for landfill, pipeline, managed forest, parking, and commercial vacant land;
- 4.3.5 Properties for which there is an active tax agreement with the Town through legislation or bylaw;
- 4.3.6 Properties owned by non-profit organizations that are funded by the Town or that are partially exempted from property tax;
- 4.3.7 All properties managed under payment-in lieu-programs.

4.4 General Requirements

- 4.4.1 Installments shall be payable by the person, company or other entity assessed for the property for the current fiscal year.
- 4.4.2 In order for taxes for a property to qualify for the Program, the taxes for the property must not be in arrears at the time of application. For greater clarity, an account is not in arrears if it has a balance of \$0 or less in respect of prior years, or if the property owner has a signed payment arrangement and has fulfilled all obligations under the arrangement to the date of application.

4.5 Application

- 4.5.1 Property owners wishing to apply to participate in the Program for a property must complete and submit to the Town an application in the form as determined by the Town from time to time.
- 4.4.3 The application deadline to participate in the Program is October 31, 2020.

5. Administration

5.1 Tax Installments

5.1.1 For applications meeting the Program criteria set out above, property tax payments normally due between April 1st, 2020 and September 30th, 2020 for approved properties may be paid in installments as follows.

5.1.2 For each property, Program participants will pay tax installments as follows:

5.1.2.1 Payments of \$25 per month for six months, payable on or before the last day of each month, commencing in the month the property tax payment is normally due.

5.1.2.2 Following these six months at \$25 per month, 24 equal monthly payments to amortize the balance of the amount eligible for the Program including interest as set out below. These monthly payments are payable on or before the last day of each month and continue for 24 months.

5.1.4 The rate of interest for the Program will be 1.35% per year.

5.1.5 Interest on amounts owing under the Program will be calculated commencing on the date the property tax payment is normally due and continuing until all installments have been paid.

5.2 Terms of the Program

5.2.1 The Treasurer, or his or her delegate, shall approve qualifying applicants.

5.2.2 Payments under the Program must remain in good standing with the Town throughout the duration of the Program.

5.2.3 Default in payment of an installment when due will result in the following:

5.2.3.1 The balance of outstanding taxes on the applicable property and interest will become immediately due and payable; and

5.2.3.2 The outstanding taxes and interest then owing will become subject to the Town's regular rate of interest for overdue taxes of 12% per annum.

5.2.4 All amounts owing and payable on the property tax account that are not included in the Program, including existing signed payment arrangements, are due on their normal dates and any amounts not paid when due will be subject to the Town's regular rate of interest for overdue taxes of 12% per annum.

5.2.5 Payments received by the Town from a property owner will first be applied to any installments due under the Program, in priority to any other taxes or other amounts owing by the owner to the Town.

6. Responsibilities

6.1 Council will:

7.1.1 Monitor the implementation and administration of this policy and make any amendments required for the effective and efficient operation of the Program.

7.2 The Chief Administrative Officer will:

7.2.1 Be responsible for the administration and implementation of this policy and the Program; and

7.2.2 Identify necessary amendments to this policy in consultation with Council and managerial staff and make recommendations accordingly to Council.

7. General Provisions

Payments received by mail are deemed to be paid on the date received by the Town.

4.7 **Salary Administration Policy**

Moved By Councillor Byrne

Seconded By Councillor MacKenzie

That the following changes to the Town of Amherst Salary Administration Policy be approved by Council:

- a) The Canine Control Officer, School Crossing Guards, Ice Marshall range be adjusted to \$13.21-\$15.07 per hour.
- b) Jail Guards starting salary is \$ 16.93 per hour
- c) Other changes to Other (including students).
- d) Changes from Recreation:
 - 1. Remove the Director of Recreation and add vacant beside Director category.
 - 2. Add the Community Well Being Manager to the Officer Category.
 - 3. Move the Horticulturist position to Supervisor Category from Admin/Cust Service
 - 4. Change Culture/Marketing/Tourism Coordinator (Term) to Culture, Event and Marketing Coordinator.
- e) Changes from Corporate Services titles:
 - 1. Change title of Cashier/Receptionist to Customer Service/Accounts Payable Clerk.
 - 2. Change title of Water Sewer Billing Clerk to Water/Sewer Billing & Accounting Clerk.
 - 3. Remove the Manager of Financial Services February 1, 2018 and replace with Senior Accountant.
 - 4. Add the Financial Services Supervisor & Human Resources
 - 5. Remove the Admin Clerk Public Works and replace it with Payroll and Administrative Assistant (Public Works)
- f) Remove reference to February 1, 2018 after the title of Manager of Land Use Planning and Strategic Initiatives.

Motion Carried

DEPARTMENT: ALL DEPARTMENTS

TITLE: **SALARY ADMINISTRATION POLICY**

| | | | |
|-----------|--------------------|---|-------------------|
| Minutes | December 12, 2000 | November 2, 2004 (See April 26, 2004 Minutes) | November 27, 2006 |
| reference | December 18, 2006 | February 26, 2007 | July 16, 2008 |
| date | September 29, 2008 | March 30, 2009 | March 29, 2010 |
| | April 26, 2010 | March 28, 2011 | January 30, 2012 |
| | May 23, 2012 | November 26, 2012 | May 1, 2013 |
| | September 23, 2013 | October 28, 2013 | April 30, 2014 |
| | May 21, 2015 | March 29, 2016 | September 2, 2016 |
| | May 23, 2017 | June 26, 2017 | December 18 2017 |
| | February 26, 2018 | March 14, 2018 | February 28, 2019 |

PURPOSE:

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

POLICY STATEMENT:

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

OBJECTIVES:

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

DEFINITION OF TERMS:

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

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

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

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

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

SALARY GRID:

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

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

Salary ratings for temporary and casual positions shall be determined by the Chief Administrative Officer, in consultation with the departmental Director. Student wage rates shall be set by the CAO in consultation with the Director, with reference to the minimum wage in effect and the individual requirements of the job. Step

adjustments shall be made only when:

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

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

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

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

TRAVEL VEHICLE ALLOWANCES:

The Treasurer and Directors of departments shall receive a monthly vehicle allowance of \$150. Mayor and Council shall receive the same monthly vehicle allowance of \$150 effective November 1, 2008.

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

LUNCH BREAKS:

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

PERFORMANCE EVALUATION:

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

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

SCOPE OF RESPONSIBILITY:

The Town Council shall:

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

The Chief Administrative Officer shall:

1. Review and recommend changes to policy and procedures as they relate to the employee compensation program.
2. Ensure the maintenance of the salary rating and performance appraisal procedures.
3. Conduct salary rating and performance evaluation procedures relative to Director positions.
4. Monitor salary surveys and make recommendations to Council concerning market conditions as appropriate. The next overall market review shall be completed by January 31, 2019.
5. Grant step and/or merit adjustments to individual employees in accordance with approved policies and procedures and subject to budgeting limitations.
6. Maintain all personnel files and records.

The Director shall:

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

APPENDIX A

Town of Amherst Salary Grid January 1, 2019

| Job Level | Salary Amount | |
|------------------|----------------------|-----------|
| Mayor | Stipend | |
| | | \$ 41,178 |
| Deputy Mayor | Stipend | |
| | | \$ 27,723 |
| Councillor | Stipend | |
| | | \$ 25,050 |

Salary Grid

Other Non-Union Positions

Salary Amounts

APPENDIX A-1

April 1, 2017

| Job Level | |
|------------------------|------------|
| Chief of Police | \$ 120,549 |
| Deputy Chief of Police | \$ 113,118 |

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

| Job Level | |
|-------------------------|-----------|
| Incumbent Town Engineer | \$ 90,098 |

Town of Amherst
Hourly Rate Grid - Casual

APPENDIX B

April 1, 2017

| Job Title | Hourly Rate | | | | |
|----------------------------|-------------------------|--------|--------|--------|--------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| Casual Firefighter | 16.93 | 17.21 | 17.51 | 17.81 | 18.10 |
| Jail Guards | 16.93 | 17.21 | 17.51 | 17.81 | 18.10 |
| Canine Control Officer | 13.21 | 13.65 | 14.10 | 14.55 | 15.07 |
| School Crossing Guards | 13.21 | 13.65 | 14.10 | 14.55 | 15.07 |
| Ice Marshall | 13.16 | 13.57 | 14.03 | 14.47 | 14.99 |
| Other (including students) | Provincial Minimum Wage | | | | |

APPENDIX C JOB CATEGORIES

| Category | Position |
|-------------------|--|
| Senior Officer | Deputy CAO |
| | Chief Financial Officer |
| Director | Vacant |
| Manager | Fire Chief |
| | Operations Manager |
| | Manager of Land Use Planning and Strategic Initiatives |
| Officer | Business Development Officer |
| | Community Well-Being Manager |
| | Building Official |
| | IT Manager |
| | Municipal Clerk |
| Supervisor | Senior Accountant |
| | Exec Asst/Dispatch Coordinator |
| | Transportation Foreman |
| | Facility Manager |
| | Capital Asset Coordinator/Property Manager |
| | Horticulturist |
| Admin/Cust Serv 4 | Financial Services Supervisor & Human Resources |
| | Fire Inspector |
| Admin/Cust Serv 3 | Deputy Clerk |
| | GIS Coordinator |
| | Payroll & Administrative Assistant (Public Works) |
| | Corporate Communications Officer (CCO) |
| | |
| | Fire Fighter |
| | Procurement Coordinator |
| | Revenue Officer |
| | Customer Service/Accounts Payable Clerk |

| | |
|-------------------|---|
| | Water/Sewer Billing & Accounting Clerk |
| | IT Coordinator |
| Admin/Cust Serv 2 | |
| | Active Living Coordinator |
| | Culture, Events & Marketing Coordinator |
| | Administrative Assistant – Clerk’s Office |
| Admin/Cust Serv 1 | Bylaw Enforcement Officer |
| | Criminal Records Checks |
| | Dispatcher |

APPENDIX C-1
April 1, 2017

| CATEGORY | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Senior Officer | 104,169 | 105,396 | 106,623 | 107,850 | 109,076 | 110,303 | 111,530 | 112,757 |
| Director | 86,092 | 87,900 | 89,708 | 91,516 | 93,323 | 95,131 | 96,939 | 98,747 |
| Manager | 71,162 | 72,208 | 73,254 | 74,300 | 75,347 | 76,393 | 77,439 | 78,485 |
| Officer | 59,295 | 61,092 | 62,890 | 64,687 | 66,484 | 68,281 | 70,079 | 71,876 |
| Supervisor | 52,569 | 53,998 | 55,426 | 56,855 | 58,283 | 59,712 | 61,140 | 62,569 |
| Admin/Cust Serv 4 | 51,017 | 52,311 | 53,604 | 54,898 | 56,191 | 57,485 | 58,778 | 60,072 |
| Admin/Cust Serv 3 | 42,895 | 44,626 | 46,358 | 48,089 | 49,820 | 51,551 | 53,283 | 55,014 |
| Admin/Cust Serv 2 | 39,458 | 40,443 | 41,427 | 42,412 | 43,396 | 44,381 | 45,365 | 46,350 |
| Admin/Cust Serv 1 | 36,829 | 37,698 | 38,568 | 39,437 | 40,306 | 41,175 | 42,045 | 42,914 |

4.8 Maple Avenue Property Sale

Moved By Councillor MacKenzie

Seconded By Councillor Jones

That the property located at the intersection of Maple Street and Victoria Street which is not utilized by the streets or sidewalks in the area, and is further identified on the attached map, be declared surplus by the Town.

Motion Carried

Moved By Councillor MacKenzie

Seconded By Councillor Rhindress

That the subject property be listed for sale for a 14-day period at a minimum asking price of \$16,000.

Motion Carried

4.9 Additions to the Capital Budget

Moved By Councillor Jones

Seconded By Deputy Mayor Christie

That Council amend the 2020/21 Capital Budget to include the installation of grass infields at all three fields of the Robb Baseball Complex with a project budget of \$30,000 to be funded through the Gas Tax, and the replacement of the sidewalk on Park Street from Patterson to Mission at a cost of \$15,000 also to be funded through the gas tax.

Motion Carried

4.10 Library Office Lease

Moved By Councillor MacKenzie

Seconded By Councillor Rhindress

That Council approve the attached new lease for the Cumberland Regional Library head office and authorize the Mayor and CAO to sign the document. And further that up to 50% of the costs of the renovations, up to a maximum of \$4,000 be paid by the Cumberland Regional Library.

Motion Carried

4.11 Amherst Youth Town Council Appointments

Moved By Deputy Mayor Christie

Seconded By Councillor Byrne

That the following appointments to the Amherst Youth Town Council be approved by Council:

Reappoint returning members to serve the second year of a two-year term (2020-21):

- Jenna Stewart **Grade 12 – Town Resident**
- Jaya Pardy **Grade 12 – Town Resident**
- Rowan Blanch **Grade 9 – County Resident**

Appoint Grade 12 members, who will graduate this year and thus can only serve a one-year term, (2020-21) – all previous members, previous term completed:

- Rajan Minocha-McKenney **Grade 12 -Town resident**
- Grace Doncaster **Grade 12 -Town resident**
- Dan Osborne **Grade 12 -Town resident**
- Braeden Lines **Grade 12 -Town resident**
- Jenna Clarke **Grade 12 -County resident**

Appoint pervious members to serve a two-year term (2020/22), previous term completed:

- Olivia Pulsifer **Grade 11 – Town resident**

Appoint new members to serve a two-year term (2020-22):

- Serah Quinn **Grade 11 -Town resident**
- Aurelia Mitchell **Grade 10 -Town resident**
- Kennedy Allen **Grade 7 - Town resident**

Motion Carried

4.12 Drover Street

Moved By Councillor Jones

Seconded By Councillor Rhindress

That Council direct staff to respond to the request by indicating that as the large tract of land to the north and east of Drover Street is still undeveloped, Council is not prepared to declare the property in question surplus at this time.

Motion Carried

4.13 October Meeting Dates

Moved By Councillor Rhindress

Seconded By Councillor Jones

That the regular meetings of Committee of the Whole and Council scheduled for October 19 and 26, 2020 respectively, be cancelled by resolution of Council, due to the 2020 municipal election on October 17, 2020.

Motion Carried

5. INTERNAL COMMITTEE REPORTS

5.1 Planning Advisory Committee - No Report

5.2 Amherst Board of Police Commissioners - Jones
Information item; no direction given or action required.

5.3 Audit Committee - Christie
Information item; no direction given or action required.

5.4 Amherst Youth Town Council - No Report

6. EXTERNAL COMMITTEE REPORTS

- 6.1 Cumberland Public Libraries - MacKenzie**
Information item; no direction given or action required.
- 6.2 Cumberland YMCA - No Report**
- 6.3 Cumberland Joint Services Management Authority - Byrne**
Information item; no direction given or action required.
- 6.4 Northern Region Solid Waste Committee - No Report**
Information item; no direction given or action required.
- 6.5 L. A. Animal Shelter - No Report**
- 6.6 Senior Safety - No Report**
- 6.7 Inter Municipal Tourism - No Report**
- 6.8 Poverty Reduction - No Report**

7. ADJOURNMENT

Moved By Councillor Jones
Seconded By Councillor Rhindress
To adjourn the meeting.

Motion Carried

Kimberlee Jones
Municipal Clerk

David Kogon, MD
Mayor

**Amherst Town Council
Special Meeting
Minutes**

Date: October 14, 2020
Time: 12:00 pm
Location: Zoom Virtual Meeting

Members Present Mayor David Kogon
Deputy Mayor Sheila Christie
Councillor Vince Byrne
Councillor Darrell Jones
Councillor Wayne MacKenzie
Councillor Terry Rhindress

Staff Present Greg Herrett, CAO
Jason MacDonald, Deputy CAO Operations
Dwayne Pike, Police Chief
Tom McCoag, Corporate Communications Officer
Kim Jones, Municipal Clerk
Natalie LeBlanc, Deputy Clerk

Due to the COVID-19 pandemic and the requirement for physical distancing, this was a virtual meeting held via Zoom.

1. CALL TO ORDER

Mayor Kogon called the meeting to order at 12:00 p.m.

2. REQUEST FOR DECISION

2.1 Appointment of Chief Financial Officer

Moved By Councillor MacKenzie

Seconded By Councillor Rhindress

That Council appoint Michael Hunter, CPA, CA to the position of Chief Financial Officer effective November 9, 2020.

Motion Carried

3. ADJOURNMENT

Moved By Councillor Byrne

Seconded By Councillor Jones

To adjourn the meeting.

Motion Carried

Kimberlee Jones
Municipal Clerk

David Kogon, MD
Mayor

**Amherst Town Council
Special Meeting
Minutes**

Date: October 16, 2020
Time: 4:00 pm
Location: Zoom Virtual Meeting

Members Present Mayor David Kogon
Deputy Mayor Sheila Christie
Councillor Vince Byrne
Councillor Darrell Jones
Councillor Wayne MacKenzie
Councillor Terry Rhindress

Staff Present Greg Herrett, CAO
Dwayne Pike, Police Chief
Tom McCoag, Corporate Communications Officer
Kim Jones, Municipal Clerk
Natalie LeBlanc, Deputy Clerk

Due to the COVID-19 pandemic and the requirement for physical distancing, this was a virtual meeting held via Zoom.

1. CALL TO ORDER

Mayor Kogon called the meeting to order at 4:00 p.m.

2. REQUEST FOR DECISION

2.1 APA Local 104 Collective Agreement

Moved By Deputy Mayor Christie

Seconded By Councillor Byrne

**That the APA Local 104 Collective Agreement be approved as presented,
and that Council authorize the Mayor and CAO to sign it on behalf of the
Town of Amherst.**

Motion Carried

3. ADJOURNMENT

Moved By Councillor Jones

Seconded By Councillor Rhindress

To adjourn the meeting.

Motion Carried

Kimberlee Jones
Municipal Clerk

David Kogon, MD
Mayor

Synopsis

Council Committee Appointments

Each year, Council considers appointments of members of Council to various boards and committees. The following motion sets out this year's proposed appointments.

MOTION: That Council approve the following committee appointments for one-year terms ending October 31, 2021:

Mayor Kogon

- Committee of the Whole
- Audit Committee
- Regional Emergency Management Committee

Deputy Mayor Davidson

- Committee of the Whole
- Audit Committee
- Amherst Board of Police Commissioners
- Planning Advisory Committee

Councillor Baker

- Committee of the Whole
- Audit Committee
- Amherst Board of Police Commissioners
- Cumberland Joint Services Management Authority (CJSMA)
- Northern Region Solid Waste Committee

Councillor Christie

- Committee of the Whole
- Audit Committee
- Amherst Board of Police Commissioners
- Intermunicipal Tourism Committee
- Planning Advisory Committee

Councillor Emery

- Committee of the Whole
- Audit Committee
- Cumberland Joint Services Management Authority (CJSMA)

- **Municipal Alcohol Project**
- **Regional Emergency Management**
- **Senior Safety Advisory Group**
- **Tyndall Wellfield Advisory Committee**

Councillor Fawthrop

- **Committee of the Whole**
- **Audit Committee**
- **Cumberland Public Libraries Board**
- **L.A. Animal Shelter**
- **Tree Advisory Committee**
- **Tyndal Wellfield Advisory Committee**
- **YMCA Board of Directors**

Councillor Landry

- **Committee of the Whole**
- **Audit Committee**
- **Advisory Committee to Reduce Poverty**
- **Planning Advisory Committee**

Proposed Council Committee Appointments, 1 November 2020 – 31 October 2021

| | Kogon | Baker | Christie | Davidson | Emery | Fawthrop | Landry |
|---------------------------------------|-------|-------|----------|----------|-------|----------|--------|
| Advisory Committee to Reduce Poverty | | | | | | | X |
| Amherst Board of Police Commissioners | | X | X | X | | | |
| Audit Committee | X | X | X | X | X | X | X |
| Committee of the Whole | X | X | X | X | X | X | X |
| Cumberland Public Libraries Board | | | | | | X | |
| CJSMA | | X | | | X | | |
| Intermunicipal Tourism Committee | | | X | | | | |
| LA Animal Shelter | | | | | | X | |
| Municipal Alcohol Project | | | | | X | | |
| Northern Region Solid Waste | | X | | | | | |
| Planning Advisory Committee | | | X | X | | | X |
| Regional Emergency Management | X | | | | X | | |
| Senior Safety Advisory Group | | | | | X | | |
| Tree Advisory Committee | | | | | | X | |
| Tyndal Wellfield Advisory Comm | | | | | X | X | |
| YMCA Board of Directors | | | | | | X | |

SYNOPSIS

Cobequid Housing Authority Board Appointment

Housing Nova Scotia asks the Town to recommend a candidate to represent Amherst on the Cobequid Housing Authority Board.

The Town has advertised twice within the past year for expressions of interest to serve on this Board. The appointment of a representative is subject to the approval of the Minister of Community Services.

Darrell Jones expressed his interest in serving on this Board on behalf of the Town of Amherst. Mr. Jones has extensive community involvement and continues to advocate on behalf of seniors in this area through his volunteer work.

MOTION:

That Council direct staff to forward the submission of Darrell Jones as a representative of the Town of Amherst to the Minister of Community Services for consideration as the Town of Amherst representative on the Cobequid Housing Authority Board of Directors.



AMHERST TOWN COUNCIL

RFD# 2020084

Date: November 23, 2020

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Kimberlee Jones, Municipal Clerk

DATE: November 23, 2020

SUBJECT: Board Rep for Cobequid Housing Authority

ORIGIN: A citizen representative of Amherst on the Board of the Cobequid Housing Authority has been expired for some time.

LEGISLATIVE AUTHORITY: Department of Community Services Non Adjudicative Board Position Profile as authorized by the Housing Act.

RECOMMENDATION: That Council direct staff to forward the submission of Darrell Jones as a representative of the Town of Amherst to the Minister of Community Services for consideration as the Town of Amherst representative on the Cobequid Housing Authority Board of Directors.

BACKGROUND: Housing Nova Scotia asks the Town to recommend a candidate to represent Amherst on the Cobequid Housing Authority Board.

DISCUSSION: The Town has advertised twice within the past year for expressions of interest to serve on this Board. Each time the response was weak and it was challenging to find a suitable candidate for the position. The appointment of a representative is subject to the approval of the Minister of Community Services.

Following the recent municipal election, former Councillor Darrell Jones expressed his interest in serving on this Board on behalf of the Town of Amherst. Mr. Jones has extensive community involvement and continues to advocate on behalf of seniors in this area through his volunteer work.

FINANCIAL IMPLICATIONS: There are no financial implications to this appointment

COMMUNITY ENGAGEMENT: The community was asked to submit expressions of interest twice in the past year, without a suitable candidate being put forward.

ENVIRONMENTAL IMPLICATIONS: There are none



SOCIAL JUSTICE IMPLICATIONS: The recommended candidate has demonstrated interest in supporting local seniors and through volunteer work and term on Council, he is familiar with the issues

ALTERNATIVES: Re-advertise for expressions of interest a third time

ATTACHMENTS:

Report prepared by: Kimberlee Jones

Report and Financial approved by:

SYNOPSIS

Fluoride Plebiscite

Following a presentation by the Community Health Board SOAR in October 2018 staff were directed to develop a plebiscite question for the 2020 election to determine how residents felt on the issue of adding fluoride to the municipal water supply.

Voters were asked : “Should the Town of Amherst fluoridate the municipal water supply.”

The results of the plebiscite were: Yes: 1,480 No: 2,296

In addition, the town included a survey in the water bills of water customers who reside in the County and were unable to vote in the plebiscite. The results from the returned surveys were: Yes: 34 No: 63

A required public hearing was also held in August 2020 via zoom with limited participation.

It is important to note that plebiscite results are non binding, however are reflective of the community’s opinions on the issue and can be used to assist Council in making their decision.

MOTION :

That further to the results of the plebiscite and survey, Council does not approve of adding fluoride to the municipal water supply.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Kimberlee Jones, Municipal Clerk

DATE: November 23, 2020

SUBJECT: Municipal Election 2020 Plebiscite - Fluoridation of the Water Supply

ORIGIN: Presentation by SOAR at the October 22, 2018 regular meeting of Council, requesting Amherst Town Council add fluoride to the municipal water supply; and the following motion of Council passed at the May 21, 2019 Committee of the Whole:

That Committee of the Whole direct staff to draft a question for the ballot and bring forward the necessary resolution of Council to hold a plebiscite during the October 17, 2020 municipal election and that a promotional plan be developed to encourage interested citizens to educate themselves on the subject.

LEGISLATIVE AUTHORITY: MGA Section 53(1) A council may direct that a plebiscite be held in all or part of the municipality and that the clerk hold a public meeting in connection with the plebiscite. And further, the Nova Scotia Environment Act Section 110(1) The Governor in Council may make regulations: (qa) providing for the protection of human health and the prevention of drinking-water health hazards through the control and regulation of drinking-water supplies, drinking-water testing and reporting;

RECOMMENDATION: That further to the results of the plebiscite and survey, Council does not approve of adding fluoride to the municipal water supply.

BACKGROUND: Following a presentation by the Community Health Board SOAR in October 2018 staff were directed to explore the cost of adding fluoride to the municipal water supply and develop a plebiscite question for the 2020 election.

In 2019 staff estimated the capital cost to introduce fluoride into the water supply at approximately \$60,000 and the annual operating costs to be approximately \$25,000.

Under the authority of MGA Section 53(1) “A council may direct that a plebiscite be held in all or part of the municipality and that the clerk hold a public meeting in connection with the plebiscite.”, the 2020 Municipal Election held in October included a plebiscite question “Should the Town of Amherst fluoridate the municipal water supply.”

A required public hearing was held in August 2020 via zoom and there was limited participation.

DISCUSSION: The results of the plebiscite were: Yes: 1,480 No: 2,296



In addition, the town included a survey in the water bills of water customers who reside in the County and were unable to vote in the plebiscite. The results from the returned surveys were: Yes: 34 No: 63

It is also important to note that results of a plebiscite are not binding. Council may take the results into consideration as they deliberate the issue; however, they are not required to implement based on any vote result of a plebiscite question.

FINANCIAL IMPLICATIONS: None at this time.

COMMUNITY ENGAGEMENT: Issue was the subject of a plebiscite and survey.

ENVIRONMENTAL IMPLICATIONS: None at this time

SOCIAL JUSTICE IMPLICATIONS: Both those for and against fluoridation cite social justice issues as the basis of their argument.

ALTERNATIVES: 1. Direct staff to take other action

ATTACHMENTS: Memo from Clerk regarding plebiscite results

Report prepared by: Kimberlee Jones, Municipal Clerk

Report and Financial approved by:

MEMO

TO: Mayor Kogon and Members of Council
FROM: Kimberlee Jones, Municipal Clerk/Returning Officer
DATE: November 16, 2020
RE: **Plebiscite Results**

The 2020 Municipal Election held in October included a plebiscite question “Should the Town of Amherst fluoridate the municipal water supply.”

There were 7,676 eligible voters and 51.4% voted the plebiscite question

The results of the plebiscite were: Yes: 1,480 No: 2,296

In addition, the town included a survey in the water bills of water customers who reside in the County and were unable to vote in the plebiscite.

The survey was sent to 380 water customers in the County of Cumberland, included in the July water billings. The return rate was approximately 26%

The results from the returned surveys were: Yes: 34 No: 63

SYNOPSIS

Proceedings of Council Policy Amendments

The Proceedings of Council Policy sets out the requirements for the conduct of meetings and the preparations of the meeting materials for Council and the public.

The proposed amendments reflect Council's desire to have access to the Committee of the Whole and Council agenda's one day earlier, therefore agenda packages will be available to Council by the end of day, the Thursday prior to the scheduled meeting.

As well it is proposed to move the time of the regular Council meeting to a 6:00pm start, instead of a 7:00pm start time. This will also impact any scheduled hearings which are stated to begin 30 minutes prior to the Council meeting.

Finally, in order to provide an option to streamline meetings and use time more efficiently, the option to use a "consent agenda" when appropriate is proposed and is reflected in the standard agenda structure of the Committee of the Whole. A consent agenda allows for streamlined meetings by grouping routine business into one motion. Some examples of routine business that often doesn't generate questions or debate includes procurement, request for a staff report, and first reading of bylaws. By reducing the time spent on routine business, meetings would be better focused on items that require explanation and debate. Council oversight could still be maintained by providing Councillors with the right to remove any item that they wish to discuss from the consent agenda, either in advance or at the beginning of the meeting. Variations on consent agendas are used by other municipal councils in Canada.

MOTION:

That Council approve the proposed amendments to the Proceedings of Council Policy.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Kimberlee Jones, Municipal Clerk

DATE: November 23, 2020

SUBJECT: Amend Proceedings of Council Policy

ORIGIN: Discussions with staff at the Council Orientation sessions.

LEGISLATIVE AUTHORITY: MGA 23(1) The council may make policies (a) respecting the date, hour and place of the meetings of the council and the notice to be given for them; and (b) regulating its own proceedings and preserving order at meetings of Council

RECOMMENDATION: That the proposed amendments to the Proceedings of Council Policy be approved.

BACKGROUND: The Proceedings of Council Policy sets out the requirements for the conduct of meetings and the preparations of the meeting materials for Council and the public.

DISCUSSION: The proposed amendments reflect Council's desire to have access to the Committee of the Whole and Council agenda's one day earlier. So for scheduled meetings on Monday, the agenda packages will be available to Council by the end of day, the Thursday prior to the scheduled meeting.

As well it is proposed to move the time of the regular Council meeting to a 6:00pm start, instead of a 7:00pm start time. This will also impact any scheduled hearings which are stated to begin 30 minutes prior to the Council meeting.

Finally, in order to provide an option to streamline meetings and use time more efficiently, the option to use a "consent agenda" when appropriate is proposed and is reflected in the standard agenda structure of the Committee of the Whole. A consent agenda allows for streamlined meetings by grouping routine business into one motion. Some examples of routine business that often doesn't generate questions or debate at Council includes procurement, request for a staff report, and first reading of bylaws.

By reducing the time spent on routine business, Council meetings would be better focused on items that require explanation and debate. Council oversight could still be maintained by providing Councillors with the right to remove any item that they wish to discuss from the consent agenda, either in advance or at the beginning of the meeting. Items may be removed, at the request of any member present, with no reason required.



Customarily, the member would ask for the item to be removed for the following reasons;

- Questions of clarification
- Entering into debate
- Proposing an amendment or to vote the motion down and propose an alternative
- Requesting that the motion be voted upon separately
- Member declared a conflict, requires to recuse during the item and refrain from voting

Variations on consent agendas are used by other municipal councils in Canada

FINANCIAL IMPLICATIONS: There are no financial implications

COMMUNITY ENGAGEMENT: There has been no community engagement

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications to the proposed amendments.

ALTERNATIVES:

- 1- Approve the policy with the amendments as presented
- 2- Approve the policy amendment with alternative language
- 3- Do not amend the policy

ATTACHMENTS: Proceedings of Council Policy

Report prepared by: Kimberlee Jones

Report and Financial approved by:

TOWN OF AMHERST POLICY

NUMBER 10350-24

DEPARTMENT: Council

TITLE: Proceedings of Council

Minutes reference date: 23 February 2015 22 June 2015 2019 January 2019

General

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

Definitions

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

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

3. Unless otherwise specified pursuant to section 5, regular meetings of Council shall be held:
 - (a) In Council Chambers, Dominion Public Building, 98 Victoria Street, Amherst;
 - (b) On the fourth Monday of every month except that there shall be no regular meeting during the months of July and August;
 - (c) Commencing at 7:00 PM and concluding not later than 8:00 PM; when public hearings are scheduled, the hearing will commence at 5:30 PM and the Council meeting will commence at 6:00 PM.
4. Unless otherwise specified to section 5, regular meetings of Committee of the Whole shall be held:

- (a) In Council Chambers, Dominion Public Building, 98 Victoria Street, Amherst;
 - (b) On the third Monday of every month except that there shall be no regular meeting during the months of July and August;
 - (c) Commencing at 4:00 PM and concluding not later than 6:00 PM.
 - i. Should there remain unfinished business on the agenda at 6:00 PM, the meeting shall be adjourned until 4:00 PM on the fourth Monday when the balance of the business on the agenda shall be addressed.
5. Regular meetings of Council or Committee of the Whole may be rescheduled, relocated or cancelled:
- (a) By resolution of Council at a previous meeting three or more days in advance of the additional or special meeting;
 - (b) By resolution of Committee of the Whole at a meeting three or more days in advance of the additional or special meeting; or
 - (c) By the Chief Administrative Officer on behalf of the Mayor, owing to unforeseen circumstances, provided the Mayor believes that the majority of Council Members would support such a step.
6. Additional or special meetings of Council or Committee of the Whole may be convened
- (a) By resolution of Council at a previous meeting three or more days in advance of the additional meeting;
 - (b) By resolution of Committee of the Whole at a meeting three or more days in advance of the additional or special meeting; or
 - (c) By the Chief Administrative Officer on behalf of the Mayor, owing to unforeseen circumstances provided the Mayor believes that the majority of Council Members would support such a step.
 - (d) Business conducted at a special meeting must conform to what is specified in the call of the meeting.
7. Specific notice to Council Members and to the public need not be provided of
- (a) Meetings held pursuant to section 3 or 4; or
 - (b) Meetings held pursuant to subsection (a) and (b) of section 5 or 6;
- but, subject to any statutory relaxation of notice requirements, three days' notice shall be specifically provided for other meetings to Council Members in the manner described in section 9 and to the public in the manner described in section 10.

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

Conduct of Meetings

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

- (l) Adjourn the meeting when the business is concluded or, when an adjournment time has been set and approved by majority vote or when the adjournment time has been reached, except when it is extended by unanimous consent.

Council Agenda

12. All items appearing on the Council agenda will only consist of items that have been:

- (a) Recommended or referred to Council by motion through either Committee of the Whole or a committee of Council;
- (b) Placed on the agenda by Council through a motion or notice of motion at a previous meeting;
- (c) Submitted by a member of Council prior to the issuing of the final agenda;
- (d) ~~Approved as an addition to the agenda of a regular meeting at the time the agenda is approved at the meeting.~~

13. Consent Agenda – Regular Meetings of Council

(a) Subject to subsection (b), the Consent Agenda may contain routine or non-controversial items;

(b) The following matters shall not be set on the Consent Agenda:

- i. Second Readings of by-laws and land use bylaws, including any amendments
- ii. Policies
- iii. Planning documents as defined by the Municipal Government Act;
- iv. Development agreements, including any amendments thereto;
- v. Appeals;
- vi. Motions of rescission, or motions requiring a 2/3 vote of Council;
- vii. In Camera matters; and
- viii. Late or added items to the agenda

(c) After the Consent Agenda motion has been duly moved and seconded, any member may move that an item be removed from the Consent Agenda, with no seconder, the motions shall be granted as of right.

(d) During the consideration of of the motion to approve the Consent Agenda, there shall be no discussion or debate on the specific items contained therein.

(e) The Chair shall clarify the items that remain on the Consent Agenda, before a vote shall be taken.

(f) The vote on the Consent Agenda shall require a majority vote of the Council Members present.

(g) Items listed under the Consent Agenda are deemed approved when the vote as described in subsection (f) is passed.

(h) An item removed during the Consent Agenda, will be dealt with where it has been placed on the agenda.

~~13-14.~~ Except for matters arising from correspondence, committee or other reports, agenda items, or notices of motion or other material circulated to Council Members on or before the business day before the meeting, and except for matters arising from an *in camera* meeting, no motion committing the Town of Amherst to the expenditure of funds shall be accepted by the Chair for the consideration of Council except with the unanimous consent of Council Members present.

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- ~~14-15.~~ Preliminary Council agendas will be issued by 4:30 PM on the ~~Friday-Thursday~~ preceding the regularly scheduled meeting.
- ~~15-16.~~ Final Council agendas will be issued by noon on the day of the meeting.
- ~~16-17.~~ Items included on the Council agenda will include a copy of the motion to be made when the item arises on the agenda.
- ~~17-18.~~ Copies of the agenda and supporting documentation will be made available to the public in electronic format by 9:00 AM the day of the meeting except for the supporting documents related to matters to be dealt with in camera.
- ~~18-19.~~ At Council meetings, unless a majority consents to a different order for the meeting, Council shall conduct business in the following order:
- (a) Call to Order
 - (b) Territorial Acknowledgement
 - (c) National anthem
 - (d) Presentations
 - ~~(e)~~ Approval of agenda, ~~including additions or deletions~~
 - ~~(e)(f)~~ Consent Agenda
 - ~~(f)(g)~~ Approval of minutes from the previous meeting
 - ~~(g)~~ Follow up action list
 - (h) Requests for Decision
 - (i) Information / Discussion Items
 - ~~(j)~~ Additions
 - ~~(k)(j)~~ Internal Committee Reports
 - ~~(k)(k)~~ External Committee Reports
 - ~~(m)(l)~~ Adjournment
- ~~19-20.~~ Councillors who have been appointed to outside Boards and Agencies shall provide a written report to the Council to be included in the agenda package. Recognizing that such reports provide Council with the ability to make informed decisions, reports may contain such elements as:
- (a) The date the meeting was held;
 - (b) A review of the key issues or discussion points covered that have an impact on the Town;

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- (c) Information and decisions that may impact a current Council position, or future Council course of action;
- (d) A summary of the organization's key operations and events.

Committee of the Whole Agenda

~~20-21.~~ The Committee of the Whole will meet for the purpose of discussion and possible referral to Council and no formal decisions will be made by Committee of the Whole, except to the extent that Committee of the Whole is specifically designated bylaw, policy or delegated by a resolution of Council as having the authority to make a decision.

~~24-22.~~ Items appearing on the Committee of the Whole agenda will only consist of items as follows:

- (a) Placed on the agenda by Council or Committee of the Whole through a motion or notice of motion from a previous meeting;
- (b) Submitted by a member of Council prior to the issuing of the final agenda;
- (c) Staff reports;
- (d) Items from the administration requiring a decision or direction;
- (e) ~~Items approved as an addition to the agenda at the time the agenda is approved at the meeting.~~

23. Consent Agenda – Committee of the Whole

- (a) Subject to subsection (b), the Consent Agenda may contain routine or non-controversial items;
- (b) The following matters shall not be set on the Consent Agenda:
 - i. Policies
 - ii. Planning documents as defined by the Municipal Government Act;
 - iii. Development agreements or any amendments thereto;
 - iv. Motions of rescission, or motions requiring a 2/3 vote of Council;
 - v. In Camera matters; and
 - vi. Late or added items to the agenda
- (c) After the Consent Agenda motion has been duly moved and seconded, any member may move that an item be removed from the Consent Agenda, with no seconder, the motions shall be granted as of right.
- (d) During the consideration of of the motion to approve the Consent Agenda, there shall be no discussion or debate on the specific items contained therein.
- (e) The Chair shall clarify the items that remain on the Consent Agenda, before a vote shall be taken.
- (f) The vote on the Consent Agenda shall require a majority vote of the Council Members present.
- (g) Items listed under the Consent Agenda are deemed approved when the vote as described in subsection (f) is passed.
- (h) An item removed during the Consent Agenda, will be dealt with where it has been placed on the agenda.

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~~22-24.~~ Preliminary Committee of the Whole agendas will be issued by 4:30 pm on the ~~Thursday~~Friday preceding the regularly scheduled meeting.

~~23-25.~~ Final Committee of the Whole agendas will be issued by ~~noon~~10:00 am on the day of the meeting.

~~24-26.~~ Items included on the Committee of the Whole agenda will include a copy of the motion to be made when the item arises on the agenda.

~~25-27.~~ Copies of the Committee of the Whole agenda and supporting documentation will be made available to the public in electronic format by ~~10~~109:00 AM the day of the meeting, except for the supporting documents related to matters to be dealt with in camera.

~~26-28.~~ At Committee of the Whole meetings, unless a majority consents to a different order for the meeting, Council shall conduct business in the following order:

(a) Call to Order

(b) Approval of Agenda

~~(b)~~(c) ~~Approval of the Consent Agenda~~

~~(c)~~(d) Approval of Minutes

~~(d)~~(e) Presentations

~~(e)~~(f) Council Direction Requests

~~(f)~~(g) Information / Discussion Items

~~(g)~~(h) Monthly Departmental Reports

~~(h)~~(i) Adjournment

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Minutes

~~27-29.~~ At regular meetings of Council, except when Council resolves to defer approval of minutes for a maximum of one additional meeting, the minutes of the last preceding regular meeting and subsequent special meetings shall be reviewed and after all necessary corrections and amendments have been made and the minutes approved, the approved minutes shall be entered in the minute book of the proceedings of Council and such entry shall conclusively constitute the minutes of Council.

~~28-30.~~ The minutes shall be kept by the Clerk who may, in his or her discretion, appoint recording secretaries as appropriate

~~29-31.~~ The Minutes shall:

(a) Record the time when any Council Member joins or leaves a meeting which is in progress;

- (b) Contain all resolutions, decisions by consensus and motions, with the name of the movers and seconders, and shall record the outcome of each vote;
- (c) Mention reports, petitions and other papers submitted to Council only by their respective titles, or a brief description of their contents.

Motions, Voting and Speaking

~~30-32.~~ The Chair shall start every question properly presented to Council and before putting it to a vote, shall ask, "Is Council ready for the question" and if no Council Member offers to speak, the Chair shall put the question, after which no Council Member shall be permitted to speak upon it.

~~34-33.~~ The usual form of voting shall be by the Chair calling for "yeas" and "nays", but any Council Member, before or after a voice vote can call for, and obtain through the Chair, a show of hands and any two Council Members can call for, and obtain through the Chair, a recorded vote with each Council Member's vote entered into the minutes.

~~32-34.~~ A motion must be seconded and then repeated by the Chair or read aloud by the Chief Administrative Officer before it is debated. The Chair may direct that the motion be put in writing.

~~33-35.~~ After reading of a motion by the Chair or Chief Administrative Officer, it shall be open for discussion.

~~34-36.~~ A motion may at any time before the Council has voted on it be withdrawn by the mover with the consent of the seconder.

~~35-37.~~ The Chair must vote and shall be deemed to have voted in the affirmative on any resolution unless the Chair indicates clearly it is voting in the negative.

~~36-38.~~ When any question is before the Council, the only motions in order shall be:

- (a) A motion in amendment of the original motion;
- (b) A motion to refer the question, including the motion and amendment if one is moved, to any committee;
- (c) A motion to defer the consideration of the question either indefinitely or to a specified time;
- (d) A motion to close the debate at a specified time;
- (e) A motion that the question be put to a vote;
- (f) A motion to adjourn.

~~37-39.~~ When any one of the motions mentioned in the next preceding section has been made as an amendment to the original motion, no other motion may be made as an amendment except to the original motion or to the amendment, except the following:

- (a) To refer to a committee;
- (b) To defer the consideration of the question;
- (c) To close the debate at a specified time;
- (d) That the question be put to a vote;
- (e) To adjourn

Any of which may be moved either to the original motion or to the amendment of the original motion.

38-40. A motion:

- (a) That the debate be closed at a specified time; or
- (b) That the question be put to a vote,

Shall be put to a vote without further amendment or debate, but a motion that the question be put to a vote shall not itself be put to a vote until every Council Member who has not spoken on the question and claims a right to speak has been heard.

39-41. A motion that the question be put to a vote shall preclude all amendments to the main question until the motion is decided, and shall be put to a vote, without debate, in the following words: "That this question be put to a vote". If this motion is resolved in the affirmative, the original question shall be put to a vote immediately, without any amendment or debate, but if such motion is resolved in the negative, then the Council shall proceed to other business.

40-42. A motion to adjourn shall always be in order except in the following cases:

- (a) When a Council Member is in possession of the floor;
- (b) When the "yeas" and "nays" are being called;
- (c) While the Council Members are voting; or
- (d) When the adjournment was the last preceding motion.

44-43. The following questions shall be decided without debate:

- (a) A motion to reconsider;
- (b) All motions as to priority of business or as to the suspension of the order of the day;
- (c) Applications to speak more than the prescribed number of times;
- (d) A motion to allow any person other than the Council Members or CAO to address the Council;
- (e) A motion to postpone to a specified time or day;

- (f) A motion to lay on the table when claiming a privilege over another person; and
- (g) A motion to adjourn.

~~42-44.~~ Amendments shall be put in the reverse order to that in which they are moved. Every amendment submitted shall be decided or withdrawn before the main question is put to a vote. Only one amendment shall be allowed to an amendment and any further amendment must be to the main question.

~~43-45.~~ Any notice of motion given by a Council Member for a subsequent meeting may, in the absence of the Council Member giving such notice, be taken up by any other Council Member.

~~44-46.~~ Every Council Member, prior to speaking on any question or motion, shall raise a hand and wait to be recognized by the Chair. When two or more Council Members raise their hands to speak, the Chair shall designate as the Council Member who has the floor the Council Member who, in the opinion of the Chair, first raised a hand.

~~45-47.~~ No Council Member may speak more than twice, without the leave of Council, on any motion except to explain a misconception of his remarks, but the mover of a motion shall have the right to reply and sum up in closing the debate.

~~46-48.~~ When a Council Member wishes to explain, the Council Member shall raise a hand and ask leave of the Chair, without further comment, and if permitted by the Chair, shall explain only an actual misunderstanding of language.

~~47-49.~~ No Council Member shall speak more than two minutes upon any matter at one time, without the leave of Council.

~~48-50.~~ During a meeting Council may adjourn for short periods or move to another place, without ending the meeting.

Reconsideration

~~49-51.~~ After any question has been decided in the affirmative, any Council Member who has voted in the affirmative, may, after the decision has been announced from the chair but before adjournment of the meeting, give notice of an intention to move a reconsideration at the next meeting of the Council. The giving of such a notice operates as a stay or suspension of Council's decision.

~~50-52.~~ Unless reconsideration is moved at the next meeting, the right of reconsideration shall be lost.

~~51-53.~~ No discussion of the main question shall be allowed on the motion for reconsideration.

~~52-54.~~ The following matters are not eligible for reconsideration:

- (a) A motion approving the first or second reading of a bylaw enactment, amendment or repeal;

- (b) A motion to decide upon a matter which was the subject of a statutory hearing by Council;
- (c) A matter which has been reconsidered once; and
- (d) A vote to reconsider.

Rescission

- ~~53-55.~~ No motion to rescind any resolution of Council shall be made unless Notice of intention to move the same has been given at the regular meeting of Council just previous to that at which the same is moved.
- ~~54-56.~~ A Notice of motion to rescind any previous resolution of the Council may be given by any member at any regular meeting of Council.
- ~~55-57.~~ When giving Notice of motion to rescind, the member shall provide a brief explanation of the reason for the Notice.
- ~~56-58.~~ A Notice of motion to rescind shall be dealt with at the next meeting of the Council.
- ~~57-59.~~ At such meeting, the giver of such Notice, or in the absence of the giver, any other member on the giver's behalf shall move the motion to rescind and shall briefly state the reasons therefor.
- ~~58-60.~~ If the motion to rescind is seconded the same becomes subject to debate according to the normal rules except that it may not be amended.
- ~~59-61.~~ A motion to rescind requires the same vote as was required for the resolution which is subject to rescission. That is, if the resolution subject to rescission required a majority vote of Council the motion to rescind such resolution shall require a majority vote of Council.

Points of Order

- ~~60-62.~~ It shall be the duty of the Chair, and the privilege of any Council Member, to call any Council Member to order, who violates any established rule or order. A point of order must be decided before the subject under consideration is proceeded with.
- ~~61-63.~~ When a Council Member is called to order, the Council Member shall remain seated and silent until the point is determined, until called upon by the Chair to be heard on the point of order.
- ~~62-64.~~ A point of order is not debatable amongst other Council Members, unless the Chair invites discussion in an effort to assist in making a ruling. Where the Chair permits discussion of a point of order, no Council Member shall speak more than once.
- ~~63-65.~~ Decisions of the Chair on points of order or procedure, including an order expelling and excluding a person from the Council Chambers pursuant to sections 65 and 66, are not debatable but are appealable to Council by any Council Member. When an appeal is made from the decision of the Chair, the Chair shall simply put the question, "Shall the decision of the Chair be sustained?"

~~64-66.~~ No Council Member shall use offensive or unparliamentary language or speak disrespectfully to or about anyone while in Council, or speak outside the parameters of the question in debate.

~~65-67.~~ If a Council Member resists the rules of Council, willfully obstructs the business of Council or disobeys the decision of the Chair, or of Council on appeal, on any question of order or practice or upon the interpretation of the rules of Council after being called to order by the Chair or otherwise disrupts the proceedings of council, the Council Member may be ordered by the Chair to leave the Council Member's seat provided that a majority vote of Council shall be required to sustain the expulsion.

~~66-68.~~ If the Council Member refuses to leave the Council Member's seat, the Chair may order the Council Member to be expelled and excluded from the Council Chambers.

~~67-69.~~ Such Council Member may, by vote of Council, later in the meeting or at a subsequent meeting be permitted to re-enter Council Chambers and to resume participation in Council's business with or without conditions.

~~68-70.~~ Persons who are not Council Members or officers or employees of the Town of Amherst shall observe silence and order in the Council Chambers, unless given permission to speak. Any such persons disturbing the proceedings of Council shall be called to order by the Chair, and, if they fail to comply, shall be ordered by the Chair to be expelled and excluded from the Council Chambers, provided that a majority vote of Council shall be required to sustain the expulsion.

~~69-71.~~ Such member of the public may, by vote of Council, later in the meeting or at a subsequent meeting, be permitted to re-enter Council Chambers with or without conditions.

~~70-72.~~ An order of the Chair to expel a person from the Council Chambers pursuant to section 68 of this Policy constitutes a direction from the Town of Amherst to leave the premises for purposes of the *Protection of Property Act* and other applicable laws.

~~74-73.~~ If any question arises that is not provided for by applicable legislation or the foregoing rules, it shall be decided according to the ruling of the Chair, having regard to general principles of parliamentary procedure to the best of the Chair's ability but the Chair shall not be expected to conform its decisions with parliamentary procedure texts or precedents.

~~72-74.~~ Any of the rules of order may be suspended in its operation by the unanimous consent of the Council Members present.

Presentations to Council

~~73-75.~~ Persons wishing to make a presentation to Council shall write one week in advance of the next Committee of the Whole meeting to the CAO outlining their issue and the decision they wish Council to consider, and request to make a presentation.

~~74-76.~~ The request will be added to the next Committee of the Whole agenda to be issued.

~~75-77.~~ Committee of the Whole will discuss the matter when it appears on the agenda, and will determine if they wish to have the presentation at a future meeting.

~~76-78.~~ The CAO shall advise the person or group requesting to make a presentation of the decision of Committee of the Whole including, if approved, the date and time of the presentation.

~~77-79.~~ Presentations shall be limited to 15 minutes, unless Committee of the Whole determines a longer period of time is needed.

~~78-80.~~ When a delegation is recognized and offered an opportunity to speak, the Mayor or Chairperson of the meeting will request the spokesperson to come forward from the gallery to present. Only one person shall be permitted to speak.

~~79-81.~~ No debate or decision on the presentation will occur during the meeting in which the presentation is made, unless the item was previously an agenda item for that meeting.

Petitions

~~80-82.~~ Persons wishing to present a petition to Council shall file a copy of the petition with the CAO before 12:00 noon on the Wednesday prior to the meeting of Council at which it is proposed to be presented.

~~81-83.~~ The CAO shall circulate a copy of any such petition to each member of Council before the meeting at which it is proposed to be presented.

~~82-84.~~ The body of the petition itself, excluding the list of names, shall, if determined by the Chairperson to be practical, be read by the CAO on behalf of the group supporting the petition.

~~83-85.~~ No petition shall be presented which Council determines to contain impertinent or improper matter.

~~84-86.~~ No persons shall be permitted to speak, whether supporting or opposing the petition, unless the petition comes up for discussion which shall be at the next regular meeting of Council unless Council decides according to the rules to hold a special meeting of Council for that purpose.

SYNOPSIS

Signing Authority Policy

In 2018 the Municipal Clerk and Deputy Clerk positions were updated. These positions are now separate from the Chief Administrative Officer and Chief Financial Officer; therefore, the Signing Authority Policy #03400-01 needs to be updated to remove the Municipal Clerk and Deputy Clerk positions and update the title for the Treasurer to Chief Financial Officer.

The proposed policy updates the current positions of authorized personnel for signing authority for the Town of Amherst, and designates a Councillor to be authorized as a signing officer for the Town of Amherst

MOTION 1:

That Council approve the proposed revisions reflected in the attached Signing Authority Policy.

MOTION 2:

That Council approve Councillor Sheila Christie to be the designated councillor for signing authority for the Town of Amherst



AMHERST TOWN COUNCIL

RFD# 2020079

Date: November 23, 2020

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Michael Hunter, CPA, CA – Chief Financial Officer

DATE: November 23, 2020

SUBJECT: Signing Authorities – Designated Councillor

ORIGIN: 2020 Municipal Election

LEGISLATIVE AUTHORITY: Town of Amherst Signing Authority Policy, #03400-01

RECOMMENDATION: That the Town of Amherst Signing Authority Policy # 03400-01 be updated to remove Town Clerk and replace Treasurer/Deputy Clerk with Chief Financial Officer for all documents signed under the seal of the Town and for the signing officers of cheques, bank documents, etc., and further that Council appoint Councillor Christie to be one of the alternate signing authorities for signing cheques, bank documents, etc.

BACKGROUND: The Signing Authority Policy currently states:

All General, Payroll, Water, Stadium, Trust & Reserve Fund cheques, bank documents, etc., of the Town shall be signed by two signing officers. The signing officers of the Town shall be:

- a) Mayor, Deputy Mayor, Designated Councillor (any one of them)
- and
- b) Chief Administrative Officer/Town Clerk, or Treasurer/Deputy Clerk (any one of them).

DISCUSSION: In 2018 the Municipal Clerk and Deputy Clerk positions were updated. These positions are now separate from the Chief Administrative Officer and Chief Financial Officer; therefore, the Signing Authority Policy #03400-01 needs to be updated to remove the Municipal Clerk and Deputy Clerk positions and update the title for the Treasurer to Chief Financial Officer. The purpose of the policy is to identify signing authorities for the Town. Cheques require two signatures, one elected official (Mayor, Deputy Mayor or Designated Councillor) and one administrative official (either the Chief Administrative Officer or Chief Financial Officer). In the event neither the Mayor nor the Deputy Mayor is available, identifying an alternate (Designated Councillor) is necessary in the timely issuance of cheques.

At a special meeting held November 3, Mayor and Council were sworn in and the Deputy Mayor was appointed. Once the designated Councillor is appointed, it will be necessary to update the Master Client Agreement with RBC (signature card) by having each signing officer sign a new



Master Client Agreement. The Master Client Agreement authorizes the individuals listed to sign bank documents on behalf of the Town.

FINANCIAL IMPLICATIONS: There are no financial implications to updating the Signing Authority Policy and designating a Councillor as a signing authority.

COMMUNITY ENGAGEMENT: This is an internal operation; no community engagement.

ENVIRONMENTAL IMPLICATIONS: No environmental implications.

SOCIAL JUSTICE IMPLICATIONS: N/A

ALTERNATIVES:

1. The changes are necessary as the policy needs to be revised and a Designated Councillor is required by policy.

ATTACHMENTS: Signing Authority Policy, 03400-01.

Report prepared by: Michael Hunter, CPA, CA – Chief Financial Officer
Report and Financial approved by: N/A

DEPARTMENT: CORPORATE SERVICES

TITLE: **SIGNING AUTHORITY POLICY**

Minutes reference date: 21 September 1992
Revision dates: 25 September 1995; 25 March 1996; 21 May 1996; 12 December 2000; 25 November 2002
26 January 2015

PURPOSE:

To identify signing officers of the Town of Amherst

POLICY STATEMENT:

1. All documents signed under the seal of the Town shall be signed by the:
 - a) Mayor or Deputy Mayor (any one of them)

And

 - b) Chief Administrative Officer ~~/Town Clerk~~ or ~~Chief Financial Officer/Treasurer/Deputy Clerk~~ (any one of them).

2. All General, Payroll, Water, Stadium, Trust and Reserve Fund cheques, bank documents, etc., of the Town shall be signed by two signing officers. The signing officers of the Town shall be:
 - a) Mayor, Deputy Mayor, Designated Councillor (any one of them)

And

 - b) Chief Administrative Officer ~~/Town Clerk~~, or ~~Chief Financial Officer/Treasurer/Deputy Clerk~~ (any one of them).

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SYNOPSIS

Maple Avenue Property Sale

Shylock Homes has recently purchased the vacant properties located at 15 and 31 Victoria Street that comprise the former Nova Scotia Community College and 'Black Block' properties. This summer, they requested that the Town sell them the land to the west of 15 Victoria and adjacent to Maple Avenue. They would like to utilize the Town property for access to Maple Avenue for a potential future commercial and residential development on his adjacent properties. At their September 29, 2020 meeting Council declared the subject property surplus and directed that it be listed for sale for a 14-day period at a minimum asking price of \$16,000. The property was posted for sale from October 22 to November 6 inclusive. The only offer received was from Shylock Homes in the amount of \$16,001.

The property has been declared surplus by the Town, was listed for sale as per the Sale of Usable Town Owned Lands Policy and the offer to purchase meets the minimum price set by Council for the property.

MOTION:

I move that Council accept the offer to buy the property identified on the attached map by Shylock Homes for the amount \$16,001 and that the Mayor and CAO be authorized to sign a purchase and sale agreement and deed required to execute the property transaction.



AMHERST TOWN COUNCIL

RFD# 2020081

Date: November 23, 2020

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, Deputy CAO - Operations

DATE: November 23, 2020

SUBJECT: Maple Avenue Property Sale

ORIGIN: Offer to purchase property on the corner of Maple and Victoria Streets by Shylock Homes, who is the owner of the adjacent property to the east.

LEGISLATIVE AUTHORITY: Municipal Government Act Section 50 (5) (b): A municipality may sell property at market value when the property is no longer required for the purposes of the municipality

RECOMMENDATION: That Amherst Town Council accept the offer from Shylock Homes to buy the property at the intersection of Maple Avenue and Victoria Street for the price of \$16,001.

BACKGROUND: The subject property is currently utilized as a small infrequently used parking area. Shylock Homes has purchased the adjacent property (outdoor rink) and would like to purchase the unused Town property which would be consolidated with his existing property and used for a future commercial / residential development.

Some portions of the property are used as a street right of way for Maple Avenue. The property will have to be consolidated and subdivided to create two parcels; one parcel which includes the street right of way to be retained by the Town and one parcel which includes the parking area and green space which would be sold to Shylock Homes. The existing property lines are illustrated on the attached map of the area.

At a meeting held September 28, 2020 the following motions were passed:

*Moved By Councillor MacKenzie Seconded By Councillor Jones
That the property located at the intersection of Maple Avenue and Victoria Street which is not utilized by the streets or sidewalks in the area, and is further identified on the attached map, be declared surplus by the Town.*

*Moved By Councillor MacKenzie Seconded By Councillor Rhindress
That the subject property be listed for sale for a 14-day period at a minimum asking price of \$16,000.*

The above asking price was determined to be fair market value by Council by using a 2014 appraisal of the property and comparing it to more current selling prices in the area.

DISCUSSION: As directed in the above motion the property was posted for sale for 14 days.



One offer was received, from Shylock Homes in the amount of \$16,001. The formal offer is attached to this document.

Also, of note is the fact that Shylock Homes would like the Town to continue with the existing lease on the adjacent property for the outdoor skating rink. The parking lot of the subject property will be maintained for this purpose as well.

FINANCIAL IMPLICATIONS: Shylock Homes is offering \$16,000 for this property. The required subdivision, land migration and legal costs are estimated to be \$4,000. This will leave a net of \$12,000 to the Town. It should be noted that this property transaction will help facilitate a future potential commercial / residential development in the area which will provide positive property tax revenue on an ongoing basis.

COMMUNITY ENGAGEMENT: The community was previously engaged by posting the property for sale as per the direction of Council. The sale was also noted in a media release by the Town.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications to selling the property.

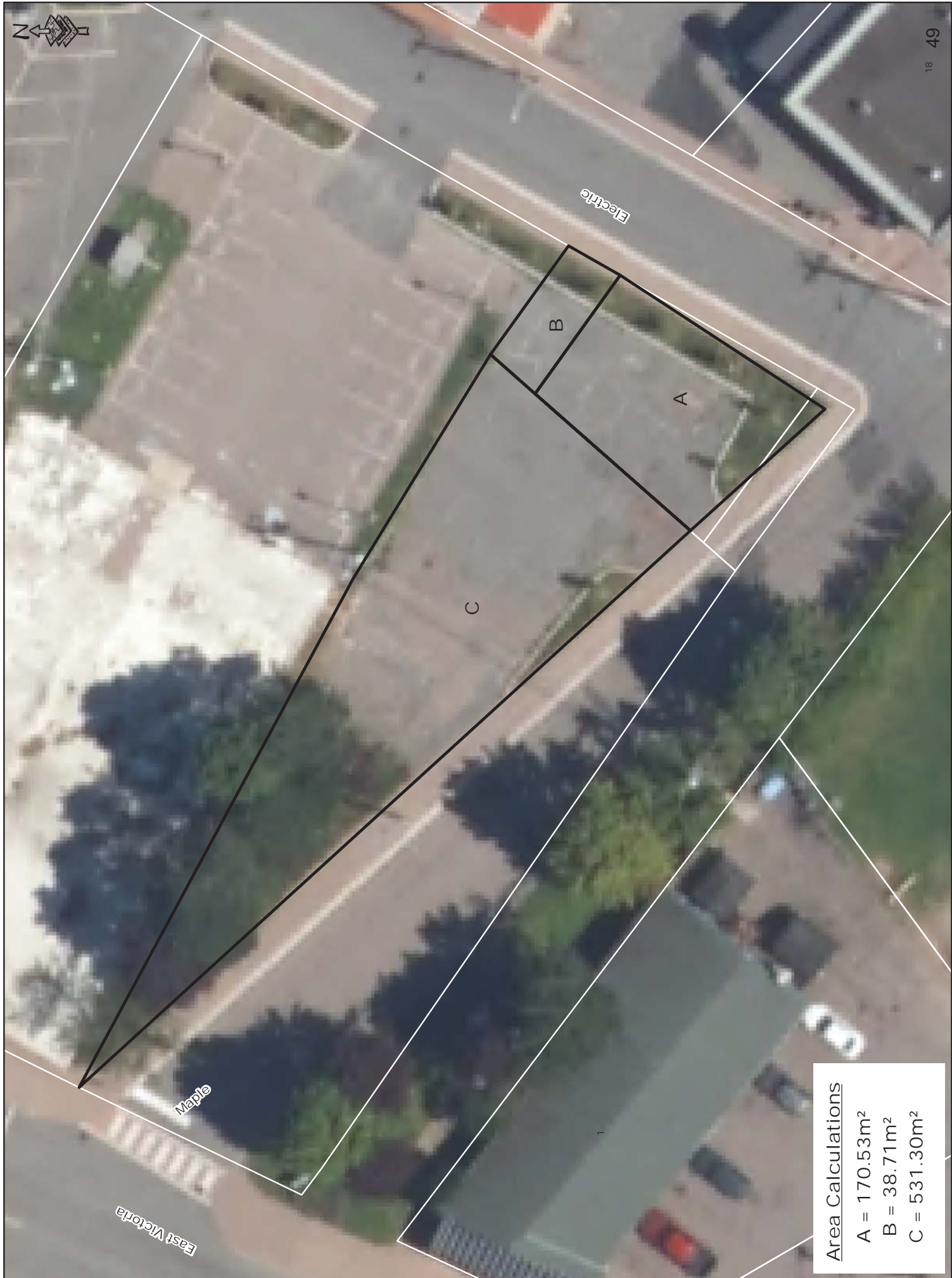
SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications to selling the property.

ALTERNATIVES: Decline the offer and inform Shylock Homes that the property is no longer for sale.

ATTACHMENTS: Map of Property; Offer to Purchase; Sale of Usable Town Property Policy

Report prepared by:

Report and Financial approved by:



Area Calculations
 A = 170.53m²
 B = 38.71m²
 C = 531.30m²



Hello Jason,

We offer \$16,001 for the Town-owned property at the intersection of Maple and Victoria streets that was declared surplus.

We would like the town to continue using the land for parking. We also would like to have an agreement in similar fashion to the one we have for the skating rink as the parking will mostly be rink related.

Closing date will be on January 31st, 2021.

Thank you,

A handwritten signature in black ink that reads "Mikhial Mansour".

Mikhial Mansour

DEPARTMENT: OPERATIONAL SERVICES

TITLE: SALE OF USABLE TOWN OWNED LANDS

Minutes reference date: August 17, 1992, p. 14

1st Revision date: January 20, 1997

2nd Revision date: December 13, 1999

3rd Revision date: October 24, 2005

4th Revision date: September 25, 2006

PURPOSE:

To establish a policy on the sale of surplus usable Town owned land.

DEFINITION:

“Usable” All Town-owned property which meets the requirements of the Subdivision By-Law, Municipal Planning Strategy and Land Use By-Law, and is not required for Town use.

POLICY STATEMENT:

The Town of Amherst shall make available for sale usable property which Council deems, from time to time, to be surplus to its needs.

The sale of property will be undertaken by either public tender, public auction, commission arrangement with local real estate firms, and/or by the Town posting the property for sale. The minimum asking price to be stipulated will be based on the appraised value for the property, prepared by an appraiser licensed and certified to practice in Nova Scotia and will be approved by Council before the land is listed for sale.

Any sale at a price less than the asking price must receive prior Council approval and Council may consider any offer presented after public tender.

For sale by public auction, Council will set a minimum price.

SYNOPSIS

NSPI Solar Garden – Industrial Park Land Lease

The attached lease agreement allows Nova Scotia Power Incorporated to operate a 2-megawatt Solar Garden on 15-acres of town-owned land along Tupper Boulevard for a 30-year term. The Solar Garden is one component of the utility's Smart Grid Implementation Project, which is anticipated to include solar and battery systems on commercial buildings, distributed batteries, and electric vehicle charging stations. The project stems from the town's efforts to become a test community for renewable energy and smart grid energy technology as a means to drive economic development and reduce emissions. The Solar Garden concept offers Amherst electricity rate payers the opportunity to purchase 100% of their energy from a local renewable source - a first for any community in Nova Scotia.

MOTION:

That Council approve the lease agreement between the Town and Nova Scotia Power Incorporated and further authorize the Mayor and CAO to sign the agreement on behalf of the Town.



AMHERST TOWN COUNCIL

RFD# 2020080

Date: November 23, 2020

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Andrew Fisher, Manager, Planning & Strategic Initiatives

DATE: November 23, 2020

SUBJECT: NSPI Solar Garden – Industrial Park Land Lease

ORIGIN: To facilitate the implementation of the NS Power Inc. (NSPI) Smart Grid Solar project, Council passed this September 23, 2019 motion:
That Council approve the offer by NSPI to convey to the Town Lots: 8A, 9A, 10, & 11 on Tupper Boulevard in the Amherst Industrial Park for the price of \$16.34, plus legal and registration fees.

On November 16, 2020 Committee of the Whole voted to forward the subject lease for Council approval. Since then, minor changes suggested by the town's solicitor and agreed to by NSPI's lawyers have been incorporated into the agreement. These changes do not alter the terms and conditions of the agreement.

LEGISLATIVE AUTHORITY: MGA section 50 (5) *A municipality may (c) lease property owned by the municipality at market value.*

RECOMMENDATION: That Council approve of the lease agreement between the Town and Nova Scotia Power Incorporated and further authorize the Mayor and CAO to sign the agreement on behalf of the Town.

BACKGROUND: The attached draft lease agreement between the town and NSPI is for approximately 15 acres of town-owned lands on Tupper Blvd in the Industrial Park, as shown on the attached map. The lease requires use of the property by NSPI for operation of a 2 MW solar garden for a 30-year term. At the end of the term the lease would be renegotiated, or all infrastructure would be removed by NSPI.

The solar garden concept offers rate payers an opportunity to purchase 100% of their energy usage from a renewable source, either through a subscription service or an up-front capital contribution (NSPI has yet to determine exact terms to participate). This project is part of a larger \$19 million NSPI Smart Grid Implementation Project that includes installation of solar and battery systems on commercial buildings, distributed batteries, and electric vehicle smart charging stations.

The Smart Grid Implementation Project stems from the town's efforts to become a test community for renewable energy and smart grid energy technology as a means to drive economic development. In 2017 the town, with funding from the Province and ACOA, undertook a Net-Zero / Smart-Grid Energy Feasibility Study to investigate how energy efficiency,



renewable energy, and smart grid technologies could be tested in Amherst. The subject NSPI project is a direct outcome of the feasibility study.

The lessons learned through this pilot project will facilitate adoption of commercial and utility-scale renewable energy more broadly throughout the province. The town's approach has been to try to maximize benefits of the solar farm by positioning it such that it is highly visible to the public. The subject lands, once cleared, will have good exposure to the Trans-Canada Highway and will be within close proximity to the 32 MW wind farm located on the marsh. This will serve as a calling card for Amherst and the Province. It is for this reason that staff requested that NS Business Inc. (NSBI) convey the subject lands to the town for the solar garden. The attached March 6, 2019 letter outlines in more detail the justification for the request.

The Municipal Government Act requires municipalities to lease property at market rates. NSBI, who own vacant Industrial Park lands, value these lands at approximately \$14,000 per acre. However, the underlying soils on the subject lands is poor, which would require importing structural fill to facilitate building construction. This issue undermines the value of the lands and is likely a contributing factor as to why they are some of the last properties in the park to remain vacant.

As an alternative to a rent payment, the project is anticipated to provide direct and indirect benefits. As mentioned above, Amherst will be the first community in the province to offer 100% renewable energy to residents and businesses. Placement of the solar garden with onsite signage will be visible by an average of 20,000 vehicles per day from the Trans Canada Highway. In addition, Amherst will be present in NSPI's marketing of the facility. The attached NSPI Benefits Update estimates the projected marketing value at approximately \$500,000. While marketing value is difficult to verify, staff feel the combined benefits to the town in having the solar garden on the subject lands is equivalent to receiving market value.

DISCUSSION: As outlined above, this lease facilitates the latest development in an ongoing effort to be a leader in the development of the green energy economy. It builds on the town's record of taking similar risks to drive economic development. Early adoption of LED streetlights and development of a natural gas distribution network are two examples of these efforts. The solar garden also aligns with Council's Strategic Priority of Environmental Stewardship.

FINANCIAL IMPLICATIONS: The 2019-20 Operating Budget includes \$20,000 to prepare the subject lands for the project. NSPI have subsequently agreed to undertake this work at their cost.

COMMUNITY ENGAGEMENT: NSPI will undertake a marketing campaign offering town residents and businesses first option to subscribe to the solar garden.

ENVIRONMENTAL IMPLICATIONS: Adoption of renewable energy reduces GHG emissions.

SOCIAL JUSTICE IMPLICATIONS: None specific to this project.

ALTERNATIVES:

- 1) Do not enter into the lease.
- 2) Direct staff to provide more information.

ATTACHMENTS:

- 1) Draft Lease Agreement
- 2) Property map of the subject lots.

3) March 6, 2019 letter from town to NSBI.

Report prepared by: A. Fisher
Report and Financial approved by:

LEASE

THIS LEASE made the [] day of [], 20[],

BETWEEN:

TOWN OF AMHERST, a municipal corporation in the Province of Nova Scotia

(the "**Lessor**")

OF THE FIRST PART

AND:

NOVA SCOTIA POWER INCORPORATED, a body corporate incorporated under the laws of the Province of Nova Scotia, having its head office at civic number 1223 Lower Water Street, Halifax, Nova Scotia, B3J 3S8

(the "**Lessee**")

OF THE SECOND PART

WHEREAS:

1. The real property comprising Parcel Identification Numbers (PIDs) 25004755, 25004748, 25004730 and 25004722 at Amherst, Nova Scotia are vested in the Lessor;
2. The Lessee has agreed to lease the Lands from the Lessor on the terms set out below;

NOW THEREFORE THIS LEASE WITNESSETH that, in consideration of the mutual covenants, undertakings and benefits set out below, the Parties agree as follows:

ARTICLE 1 INTRODUCTION

1.1 DEFINITIONS

The terms defined in this Section 1.1 shall have the following meanings unless the context otherwise requires:

- (a) "**Rent**" means the rent payable by the Lessee to the Lessor pursuant to Section 3.1;
- (b) "**Facilities**" means the buildings, fixtures, improvements, in-fill, structures and other infrastructure now or hereafter constructed by or on behalf of the Lessee

in, on, over or under the Lands and includes any additions thereto, substitutions therefor, and replacements thereof from time to time;

- (c) "**HST**" means any harmonized or goods and services taxes applicable by the Lessee pursuant to the terms of the *Excise Tax Act* (Canada);
- (d) "**Lands**" means the lands more particularly described in Schedule "A" attached hereto;
- (e) "**Lease**" means this lease and all instruments supplemental hereto or in amendment or confirmation hereof;
- (f) "**Lease Commencement Date**" means June 1, 2020;
- (g) "**Lease Year**" means a period of one year calculated, in the first year of the Lease, from the Lease Commencement Date, and thereafter, from the anniversary of the Lease Commencement Date;
- (h) "**Parties**" means the Lessor and the Lessee, and their respective successors, and "Party" means either of the Parties;
- (i) "**Solar Garden**" means all equipment required to safely and securely generate electricity using solar photovoltaic panels and transmit that electricity through an interconnection to the Nova Scotia Power distribution system. This equipment includes, but is not limited to, PV panels, racking system, inverters, transformers, and additional balance of system components as well as fencing, signage and other site security assets; and
- (j) "**Term**" means the period commencing on the Lease Commencement Date and expiring on the thirtieth (30) anniversary of the Lease Commencement Date, subject to the early termination.

ARTICLE 2 LEASE OF PREMISES

2.1 DEMISE AND TERM

In consideration of the Rent reserved and the covenants and conditions herein contained on the part of the Lessee to be paid, performed, observed and complied with, the Lessor hereby demises and lets to the Lessee and the Lessee hereby takes on lease from the Lessor the Lands for the Term, subject to the reservation of Rent and to the covenants and conditions herein contained, to have and to hold and peaceably enjoy and possess the Lands during the Term without disruption, interference or interruption whatsoever from the Lessor or any other person lawfully claiming to be acting for or on behalf of the Lessor. The Lessor makes no representation or warranty as to the condition of the Lands, which are leased to the Lessee entirely on an "as is, where is" basis.

2.2 SURRENDER UPON EXPIRY OF THE TERM

When this Lease comes to an end for any reason provided for herein, including but not limited to early termination, the Lessee shall peaceably surrender and yield up to the Lessor the Lands (and ownership and title thereto shall thereupon vest in the Lessor) free and clear of all encumbrances.

2.3 VESTING OF FACILITIES

The Parties acknowledge and agree that exclusive possession of the Lands (which include the Facilities) shall be vested in the Lessee at all times during the Term, any rule of law or equity to the contrary notwithstanding, and that possession of the Lands shall not pass to or become vested in any way in the Lessor until the Term has expired by reason of effluxion of time or has been terminated in accordance with this Lease.

2.4 EARLY TERMINATION RIGHT

At any time during the Term, the Lessee shall be entitled, on twelve (12) months' written notice to the Lessor, to terminate this Lease.

2.5 NOTICE OF LEASE

The Parties agree that this Lease shall not be registered against the title to the Lands or in any other place of public record. However, the Parties, upon request of the Lessee, shall execute, deliver and register a notice of lease in a form satisfactory to the Lessee in the Land Registration Office for Cumberland County, Nova Scotia, against title to the Lands. The Lessee covenants to cause the release of such notice of lease upon the expiry or other termination of this Lease.

ARTICLE 3 RENT

3.1 RENT

From and after the Lease Commencement Date, the Lessee, unless otherwise specifically provided herein, shall pay to the Lessor during the Term without deduction, abatement or setoff of any kind whatsoever, Rent for the Lands in the amount of one dollar (\$1), plus HST, for the entire Term.

3.2 MANNER OF PAYMENT

The Rent shall be paid to the Lessor by the Lessee in advance.

ARTICLE 4 NOTICES

4.1 TAXES AND UTILITY CHARGES

The Lessee shall pay or cause to be paid during the Term as Additional Rent, at its own cost and for its own account when due the utility charges, if any which shall be paid directly to the providers. If it comes to the attention of the Lessor that the Lessee has failed to pay any Additional Rent, the Lessor shall be entitled to make demand on the Lessee pursuant to Section 7.1.

Nothing contained in this Lease shall obligate the Lessee to pay any tax, or any rates, assessments or charges levied, assessed or charged against or in respect of the income of the Lessor.

4.1 LESSOR TO PROVIDE NOTICES

The Lessor shall forward to the Lessee, forthwith upon its receipt, all communications which affect the Lessee's interest in the Lands.

4.2 LESSEE TO PROVIDE NOTICES

The Lessee shall forward to the Lessor, forthwith upon its receipt, all communications which affect the Lessor's interest in the Lands.

ARTICLE 5 USE AND CONDITION OF THE PREMISES

5.1 USE OF THE PREMISES

- (a) The Lands shall be used by the Lessee solely for the purposes of a Solar Garden and related uses; and
- (b) The Lessee shall not use or permit the Lands or any portion thereof for any purpose that violates any applicable valid law, ordinance or regulation of any federal, provincial or municipal governmental agency, body or entity.

ARTICLE 6 REPAIRS AND MAINTENANCE

6.1 GENERAL

The Lessor shall not be obliged to furnish any services or facilities to the Lands, nor to make repairs or alterations to or replacements of, any Facilities. The Lessee hereby assumes full responsibility for the condition, operation, repair, general maintenance and management of the Lands from time to time. For greater clarity, the Lessee shall have no obligation for the condition, operation, repair, general maintenance and management of any infrastructure owned by the Lessor in its capacity as a municipality.

6.2 RIGHT TO REPAIR THE FACILITIES

The Lessee shall have the right at any time throughout the Term, and without the consent of the Lessor, to construct, alter, repair, maintain and reconstruct or replace all or any part of the Facilities.

6.3 REMOVAL AND REPLACEMENT

The Lessee may at any time during the Term, remove, decommission, demolish or cause, at its option, to be reconstructed or replaced all or part of any Facilities constructed from time to time on the Lands.

ARTICLE 7 LESSOR'S REMEDIES

7.1 LESSOR'S RIGHT TO TERMINATE LEASE

If the Lessee shall fail to either; (i) commence energy production from the Solar Garden by December 31, 2022 from events other than as set out in Section 11.9 or (ii) cease energy production from the Solar Garden for a continuous period of twelve (12) months from events other as set out in Section 11.9, and in either case the Lessee does not provide the Lessor with a plan for commencing or restoring energy production (as the case may be), the Lessor may declare this Lease to be terminated, and enter into the Lands or any part thereof, and expel the Lessee or any person occupying the same, and repossess and enjoy the Lands as in the Lessor's former estate, and all of the Lessee's obligations hereunder shall be terminated.

7.2 REMEDIES OF LESSOR ARE CUMULATIVE

The remedies of the Lessor specified in this Lease are cumulative and are in addition to any remedies of the Lessor at law or equity. No remedy shall be deemed to be exclusive, and the Lessor may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity.

7.3 BUILDERS' LIENS

The Lessee shall not suffer or permit any lien under the *Builders' Lien Act* (Nova Scotia) or any like statute to be filed or registered against the Lessor's interest in the Lands, by reason of work, labour, services or materials supplied or claimed to have been supplied to the Lessee or any one holding any interest in any part thereof through or under the Lessee. If any such lien shall at any time be filed or registered, the Lessee shall procure registration of its discharge within ninety (90) days after the lien has come to the notice or knowledge of the Lessee; provided, however, that should Lessee desire to contest in good faith the amount or validity of any lien and shall have so notified the Lessor, and if the Lessee shall have deposited with the Lessor's solicitor in trust, or paid into court to the credit of any lien action, the amount of the lien claimed plus a reasonable amount for costs, then the Lessee may defer payment of such lien claim for a period of time sufficient to enable the Lessee to contest the claim with due diligence, provided always that the Lessor's interest in the Lands shall not thereby

become liable to forfeiture or sale. The Lessor may, but shall not be obliged to, discharge any lien filed or registered at any time if in the Lessor's judgment, exercised reasonably, the Lessor's interest in the Lands (or any part thereof) becomes liable to immediate forfeiture or sale or is otherwise in jeopardy, and any amount paid by the Lessor in so doing, together with all reasonable costs and expenses of the Lessor, shall be reimbursed to the Lessor by the Lessee on demand and may be recovered as Additional Rent in arrears.

ARTICLE 8 COVENANTS

8.1 GENERAL COVENANT OF THE LESSOR

The Lessor covenants with the Lessee:

- (a) if the Lessee pays the Rent hereby reserved and performs the covenants on its part contained herein, the Lessee shall and may peaceably enjoy and possess the Lands during the Term, without any interruption or disturbance whatsoever from the Lessor or any other person, firm or corporation lawfully claiming from or under the Lessor; and
- (b) to observe and perform all the covenants and provisos of this Lease on the part of the Lessor to be observed and performed.

8.2 GENERAL COVENANT OF THE LESSEE

The Lessee covenants with the Lessor:

- (a) to pay Rent; and
- (b) to observe and perform all the covenants, and provisos of this Lease on the part of the Lessee to be observed and performed.

ARTICLE 9 COMPLIANCE AND ENVIRONMENTAL INDEMNITY

9.1 GENERAL COMPLIANCE WITH LAWS

The Lessee shall comply with all provisions of federal, provincial and municipal law applicable to the Lands including, without limitation, legislative enactments, any other governmental or municipal regulations or agreements which relate to the Lands, the demolition, decommissioning or construction of the Facilities from time to time and to the equipping of and maintenance, operation and use of properties and to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Lands or any part thereof to the extent the same are applicable to the Lessor's interest in the Lands. Without limiting the foregoing, the Lessee shall comply with all police, fire, environmental and sanitary regulations imposed by any federal, provincial or municipal authorities. The Lessee shall also comply with the requirements made by its fire insurance underwriters to the extent required in order to keep insurance in force, and observe and obey

all governmental and municipal regulations and other requirements governing the conduct of any businesses conducted on the Lands.

9.2 ENVIRONMENTAL INDEMNITY

The Lessee shall indemnify and save the Lessor harmless from any and all losses incurred by the Lessor during or after the currency of this Lease, arising from or in connection with any breach of or non-compliance with the applicable environmental laws by Lessee or arising from or in connection with:

- (c) any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any governmental authority, against any one or more of them pursuant to or under applicable environmental laws; or
- (d) any release or alleged release of any contaminants/regulated materials at or from the Facilities into the environment,

related to or arising as a result of the use and occupation of the Lands by Lessee or those for whom it is in law responsible or any act or omission of Lessee or any person for whom it is in law responsible.

Notwithstanding anything to the contrary in this Lease, Lessee is not obligated to indemnify against any claim if such claim or the corresponding losses arise out of or result from an Lessor's (a) negligence or wilful misconduct; or (b) failure to materially comply with any obligations of Lessor set forth in this Lease.

ARTICLE 10 DECOMMISSIONING

10.1 REMOVAL OF FACILITY UPON EXPIRATION OR TERMINATION

The Lessee shall, at its sole expense, on or before the day that is 365 days after the date of expiration of the Term, or the earlier termination of this Lease, remove from the Lands the Facilities provided that in no event shall the Lessee be obligated to excavate any portion of the Lands more than three (3) feet below the surface, it being understood and agreed that the Lessee shall not be required to remove any portion of the Facility more than three (3) feet below the surface including, but not limited to, foundations (whether or not they exceed three (3) feet in depth) and provided further that the Lessee shall be under no obligation to restore the Lands to the condition as at the date of this Lease including any excavation necessary for the removal of any roadways other than covering all holes and excavations made by the Lessee and replace any topsoil removed by the Lessee and reseed such areas. For greater clarity, the Lessee shall have no obligation to remove any infrastructure owned by the Lessor in its capacity as a municipality.

ARTICLE 11 MISCELLANEOUS

11.1 CAPTIONS

The captions contained in this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

11.2 APPLICABLE LAW

This Lease shall be construed and enforced in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein, and the courts of Nova Scotia shall have exclusive jurisdiction over all matters related to the enforcement and interpretation of this Lease.

11.3 INVALIDITY OF PROVISIONS

The invalidity or unenforceability of any provision of this Lease or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

11.4 COVENANTS INDEPENDENT

Each covenant contained in this Lease is considered for all purposes to be a separate and independent covenant, and a breach of a covenant by either the Lessor or the Lessee will not discharge or relieve the other Party from its obligation to perform each of its covenants.

11.5 CURRENCY

All references to currency in this Lease shall be deemed to be lawful money of Canada.

11.6 GENDER AND NUMBER

Words importing the singular shall include the plural and *vice versa*, and words importing gender shall include all genders.

11.7 ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the Parties pertaining to the lease of the Lands and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect thereto, and there are no warranties, representations or other agreements between the Parties in connection with this Lease except as specifically set forth herein. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided in writing. In the event of a conflict or any inconsistency between the provisions of this Lease and the provisions of any agreements contemplated to be entered into by the Parties, the provisions of this Lease shall govern and the provisions of

such other agreement shall be deemed to be amended hereby, to the extent necessary to eliminate the conflict or inconsistency.

11.8 CALCULATIONS

Except as otherwise provided herein, all calculations required or permitted under this Lease shall be made on the basis of generally accepted accounting principles and practices applied on a consistent basis.

11.9 EXCUSABLE DELAY

If, because of strikes, labour troubles, inability to procure materials or services unavoidable accidents, failure of power, restrictive government laws and regulations, riots, insurrection, sabotage, rebellion, war, acts of God or the Queen's enemies, or other circumstance beyond the control of a Party (excepting lack of finances or financing), the Party is delayed in performing or observing a covenant or in complying with a condition under the Term of this Lease that it is required to do by a specified date or within a specified period of time, and if the circumstance is neither caused by the default or act of commission or omission of that Party nor avoidable by the exercise of reasonable effort or foresight by that Party, the date or period of time by or within which it is to perform, observe or comply will be extended by a period of time equal to the duration of the delay. Nothing in this Section, however, excuses a delay caused by lack of funds or other financial circumstances or excuses the Lessee from paying Rent when such is due and payable.

11.10 EXPROPRIATION

If the whole or any part of the Lands shall be taken as a result of the exercise of the power of expropriation, the Lessor shall be entitled to receive and retain any award for the taking of the reversionary interest of the Lessor in the Lands and the Lessee shall be entitled to receive and retain any award for the taking of the interest of the Lessee in the Lands.

11.11 TIME

Time shall be of the essence of this Lease, save as otherwise herein specified.

11.12 RELATIONSHIP OF PARTIES

The provisions contained in this Lease shall not be deemed to create any relationship other than that of landlord and tenant as to the Lands. Any intention to create hereby a joint venture or partnership relationship or any relationship other than that of landlord and tenant between the Parties hereto is expressly disclaimed.

11.13 NO PRESUMPTION AGAINST DRAFTER

The Lessor and Lessee understand, agree, and acknowledge that this Lease has been freely negotiated by both Parties; and that, in any controversy, dispute, or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there

shall be no inference, presumption, or conclusion drawn whatsoever against either Party by virtue of that Party having drafted this Lease or any portion thereof.

11.14 RECITALS

The recitals set forth in this Lease are and for all purposes shall be interpreted as being an integral part of this Lease, constituting acknowledgments and agreements by and between the Parties, and are incorporated in this Lease by this reference.

11.15 NOTICE

All notices, demands and requests which may be or are required to be given pursuant to this Lease shall be in writing and shall be sufficiently given if served personally upon any officer of the Party for whom it is intended, or sent by courier or mailed, prepaid and registered, to the respective addresses of the Parties set forth on the first page of this Lease, or at such other address in Canada as the Parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand or request shall be deemed to be the date of delivery if such notice, demand or request is served personally or delivered by courier, or on the fifth business day next following the date of such mailing if mailed as aforesaid; provided, however, that no notice shall be deemed to have been given if sent by mail at any time when a threatened or actual work stoppage exists in the post offices in the municipalities from which or to which such notices are to be sent.

11.16 AMENDMENT

This Lease may not be modified or amended except by instrument in writing of equal formality herewith signed by the Parties or by their successors and assigns.

11.17 LEASE BINDING ON SUCCESSORS

This Lease shall be binding upon, extend to, and enure to the benefit of the Lessor and its successors and shall be binding upon, extend to and enure to the benefit of the Lessee and its successors. Unless the context otherwise requires, the word "Lessor" and the word "Lessee", whenever used herein, shall be construed to include their respective successors.

Schedule "A" – Lands

PID 25004755

Place Name: Tupper Blvd., Amherst, Nova Scotia

Municipality/County: Cumberland County

Designation of Parcel on Plan: Lot 8A

Title of Plan: Subdivision Plan, Lot 8A, Amherst Industrial Park, Tupper Blvd., Amherst, NS

Registration County: Cumberland

Registration Number of Plan: P-508

Registration Date of Plan: October 16, 1975

*** 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: 1975

Plan or Document Number: P508

PID 25004748

Place Name: Tupper Blvd., Amherst, Nova Scotia

Municipality/County: Cumberland County

Designation of Parcel on Plan: Lot 9

Title of Plan: Amherst Are Industrial Commission Industrial Park Computed Lot Area

Registration County: Cumberland

Registration Number of Plan: P-55

Registration Date of Plan: July 10, 1972

SAVING AND EXCEPTING all that portion of Lot 9 as shown on plan of Subdivision, Lot 8A, Amherst Industrial Park, Tupper Blvd., Amherst, NS registered at the Cumberland County Land Registration Office on the 16th day of October, 1975 as P-508.

*** 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: 1975
Plan or Document Number: P508

PID 25004730

Place Name: Tupper Blvd., Amherst, Nova Scotia
Municipality/County: Cumberland County
Designation of Parcel on Plan: Lot 10
Title of Plan: Amherst Are Industrial Commission Industrial Park Computed Lot Area
Registration County: Cumberland
Registration Number of Plan: P-55
Registration Date of Plan: July 10, 1972

*** 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: 1972
Plan or Document Number: P55

PID 25004722

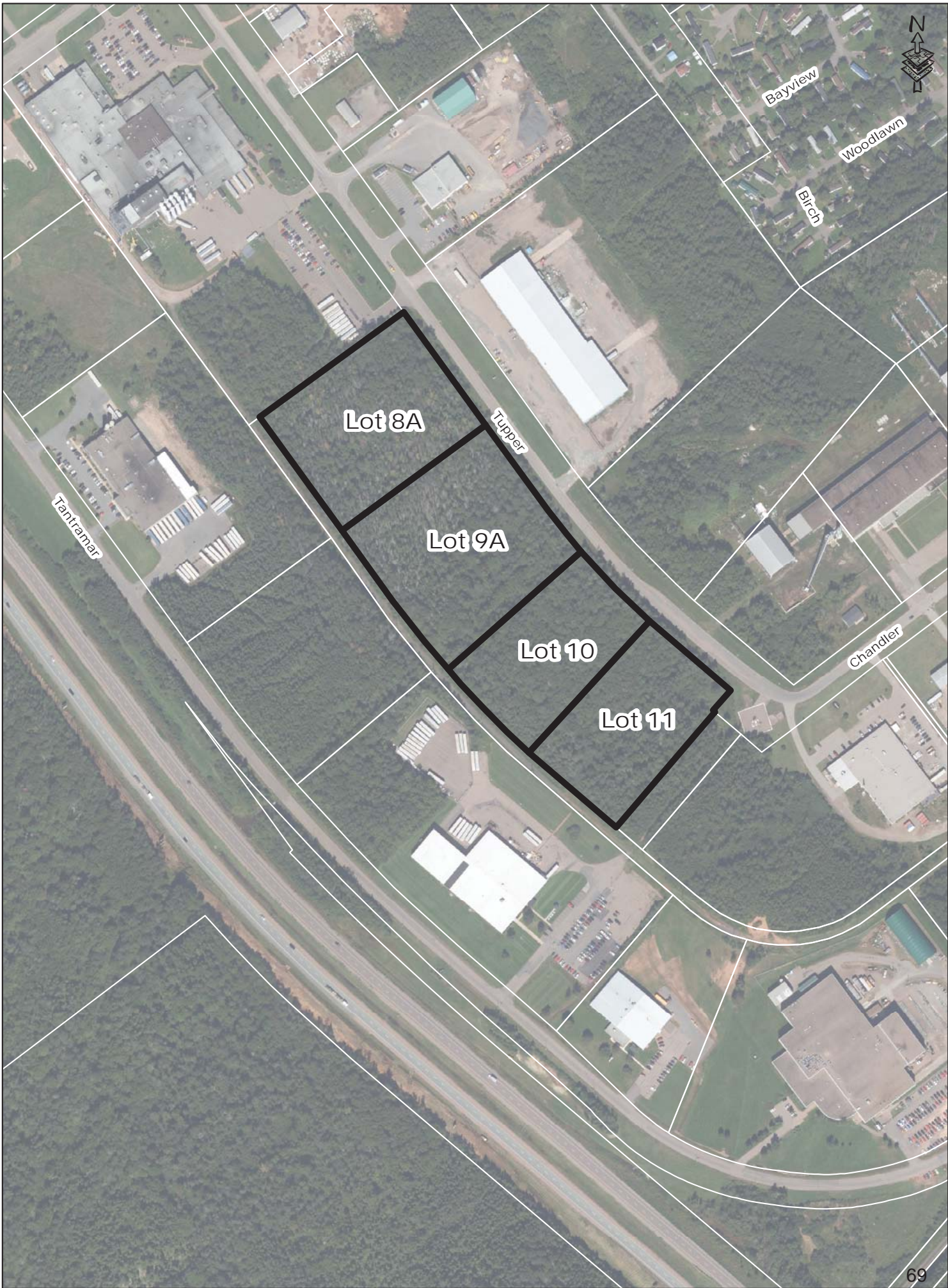
Place Name: Tupper Blvd., Amherst, Nova Scotia
Municipality/County: Cumberland County
Designation of Parcel on Plan: Lot 11
Title of Plan: Amherst Area Industrial Commission Industrial Park Computed Lot Area
Registration County: Cumberland
Registration Number of Plan: P-55
Registration Date of Plan: July 10, 1972

*** 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: 1972
Plan or Document Number: P55



Lot 8A

Tupper

Lot 9A

Lot 10

Lot 11

Tanframer

Bayview

Woodlawn

Birch

Chandler



March 6, 2019

Virginia Bonn
Business Manager, Industrial Lands
Nova Scotia Business Inc.
PO Box 2374
Halifax, Nova Scotia
B3J 3E4

Re: vacant lots in the Amherst Industrial Park

Dear Ms. Bonn:

I am writing to request consideration to convey four lots in the Industrial Park as shown on the attached map to the Town for a strategically important purpose.

As you may be aware, Nova Scotia Power Inc. (NSPI) is in the planning stages of a smart grid implementation project. This project will include renewable energy and battery storage installations on a commercial and utility scale. In addition to installations on public and private facilities, the project is anticipated to include a 2-3 MW solar farm on approximately 15-acres that will offer rate payers a subscription to offset their conventionally-sourced electrical usage. The lessons learned through this pilot project will facilitate adoption of commercial and utility-scale renewable energy more broadly throughout the province. The Town is interested in maximizing local benefits of the solar farm by positioning it such that it is highly visible to the public. The subject lots (8A, 9A, 10, & 11) as shown on the attached plan meet this and other criteria.

The Town of Amherst strongly feels that being a test community for renewables and smart-grid technology will drive economic development not just for the town, but for the region and the province as a whole. This has led to green energy initiatives being identified as one of Town Council's Strategic Priorities. In 2017 the town and its partners that included NSPI, Solar Global Solutions, ACOA, and the Nova Scotia Department of Energy, undertook a Net-Zero / Smart-Grid Energy Feasibility Study to investigate how energy efficiency, renewable energy, and smart grid technologies could be tested in Amherst. The current NSPI Smart Grid Implementation Project is a direct outcome of the feasibility study.

The subject lots, once cleared of trees, will have excellent exposure to the Trans-Canada Highway and will be within view of the 32 MW wind farm located on the Tantramar Marsh. This will serve as a calling card for the Town of Amherst and the Province. Similarly, the solar farm situated within the Industrial Park will benefit both existing local businesses, and serve to entice those considering a location in Amherst. The lots also meet NSPI's criteria with respect to slope, minimal shading, and proximity to the existing electrical grid of sufficient capacity.

In their current state the prospect of future development of these lots is relatively low. The existing tree stands are of no commercial value, and an estimate to prepare the lots is approximately



\$10,000 per acre. In addition, the underlying soil is reported to be poor, which will require importing structural fill to facilitate building construction. These issues undermine the marketability of these lots rendering them unlikely candidates for development in their current state.

In consideration for the above, the Town is requesting that Nova Scotia Business Inc. convey these lots to the town so that it may partner with NSPI in the development of the solar farm component of the aforementioned project.

Thank you in advance for your consideration of this request. Should you have any questions or require more information, please do not hesitate to contact me.

Yours very truly,



Gregory D. Herrett, CPA, CA
Chief Administrative Officer



SYNOPSIS

December Meeting Dates

The Town's Proceedings of Council Policy sets the third and fourth Mondays of the month for the Committee of the Whole and Council meetings, respectively. The Policy also permits the rescheduling of such meetings by resolution of Council.

This year the third and fourth Mondays of the month falls on December 21st and 28th – for regular COW and Council meetings.

MOTION:

That due to the Christmas holidays, Council reschedule the regular Committee of the Whole from Monday, December 21st to Monday, December 14th at 4:00p.m., and that the regular Council meeting scheduled for Monday, December 28th be rescheduled to Monday, December 21st at 6:00 p.m.



AMHERST TOWN COUNCIL

RFD# 2020082

Date: November 23, 2020

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Kimberlee Jones, Municipal Clerk

DATE: November 23, 2020

SUBJECT: December Meeting Dates

ORIGIN: 2020 Calendar – Christmas/Holidays

LEGISLATIVE AUTHORITY: Proceedings of Council Policy 10350-24 Section 5 states “Regular meetings of Council or Committee of the Whole may be rescheduled, relocated or cancelled: (b) by Resolution of Committee of the Whole at a meeting three or more days in advance of the additional or special meeting”

RECOMMENDATION: That due to the Christmas holidays, Council reschedule the regular Committee of the Whole from Monday, December 21st to Monday, December 14th at 4:00p.m., and that the regular Council meeting scheduled for Monday, December 28th be rescheduled to Monday, December 21st at 6:00 p.m.

BACKGROUND: The Town’s Proceedings of Council Policy sets the third and fourth Mondays of the month for the Committee of the Whole and Council meetings, respectively. The Policy also permits the rescheduling of such meetings by resolution of Council.

DISCUSSION: This year the third and fourth Mondays of the month falls on December 21st and 28th – for regular COW and Council meetings. The options available to Council appear to be:

1. Move both meetings earlier by one week, with COW on December 14th and Council on December 21st;
2. Hold both COW and Council on December 14th;
3. Hold both COW and Council on December 21st;
4. Schedule an alternate date for Regular Council.

FINANCIAL IMPLICATIONS: There are no financial implications to changing the meeting dates.

COMMUNITY ENGAGEMENT: The public and media will be notified of any changes by media release.

ENVIRONMENTAL IMPLICATIONS: No environmental implications.



SOCIAL JUSTICE IMPLICATIONS: There are no social justice implication to rescheduling the December meetings

ALTERNATIVES:

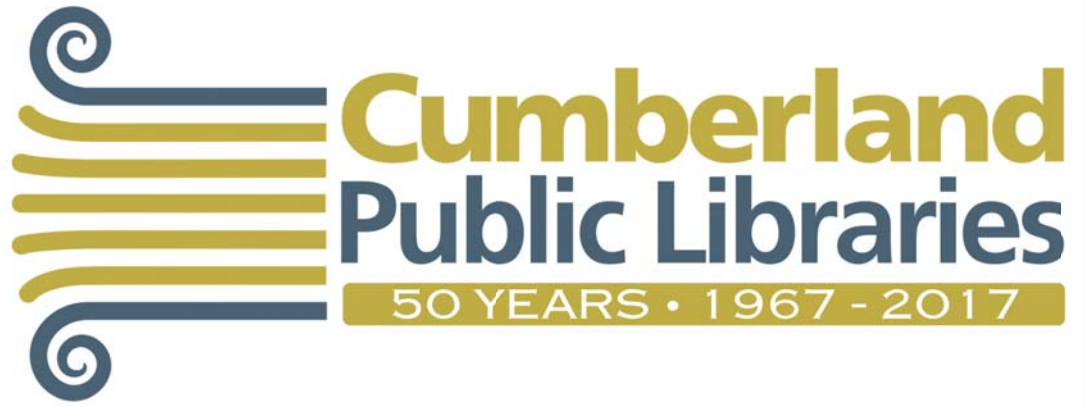
1. Move both meetings earlier, with COW on December 7 and Council on December 14. This is not the recommended alternative, as it doesn't leave sufficient time to develop the agenda between the November and December meetings.
2. Hold both COW and Council on December 21.
3. Hold both COW and Council on December 14
4. Move both meetings earlier by one week, with COW on December 14th and Council on December 21st. This is being recommended.
5. Schedule alternate dates for both meetings. This is not recommended as it is very difficult to schedule meetings during the holiday season.

ATTACHMENTS: N/A

Report prepared by: Kimberlee Jones, Municipal Clerk
Report and Financial approved by:

ANNUAL REPORT

2019-
2020



Craft time at the Oxford Library

CUMBERLAND PUBLIC LIBRARIES
PO Box 220
Amherst, NS
B4H 3Z2



YEAR IN REVIEW

CUMBERLAND PUBLIC LIBRARIES | 02

Author Readings

Shandi Mitchell

Allison Watson

Gordon Fader

Laurie Glenn Norris

Chris Eaton

Charlie Rhindress

Lesley Crewe

Summer Reading Club



Puppet show and story time at the Four Fathers Library

Other programs last year

Efficiency NS talked solar power
Once Upon a Time
Children and Adults Reading Together (CART)
Twisted Stickers / Teen & Tween
Twisted Stickers
Book clubs
Tech Petting Zoo
Multicultural Club
Wellness Fridays
Stroll and a Story
Evil Genius
Adult Craft Night
Teen Game Night



Girl Guides in Advocate learning about the 3D printer

STATISTICS

MEMBERS

| | |
|----------------|-------|
| Advocate | 295 |
| Amherst | 3,968 |
| Oxford | 537 |
| Parrsboro | 609 |
| Pugwash | 850 |
| River Hebert | 222 |
| Springhill | 887 |
| Borrow by Mail | 79 |

Total Members as of March 2020: 7,447

Total Members as of March 2019: 7,160

4% increase in membership

LIBRARY VISITS

101,244

ITEMS BORROWED

110,067



Some of the cards made for Holiday Hugs From Home (above) and members of the Armed Forces opening cards (right)





Hackmatack author, Joanne George with her dog Sunny talking to students from Spring Street Academy, Cumberland North Academy, and West Highlands School at the Four Fathers Library

PROGRAMS: 611

PROGRAM ATTENDANCE: 11,141

INTERLIBRARY LOANS

SENT: 3,180

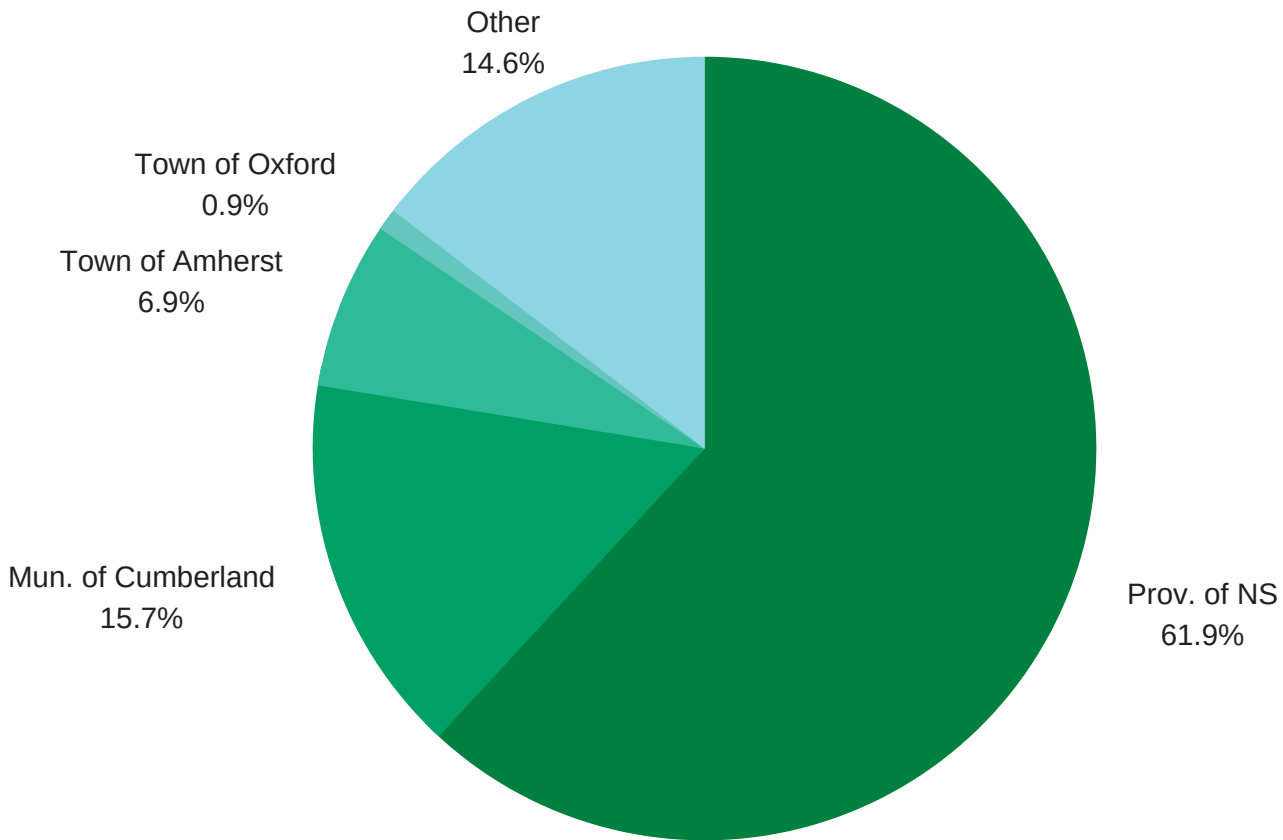
RECEIVED: 3,073

COMPUTER USE HOURS: 17,711

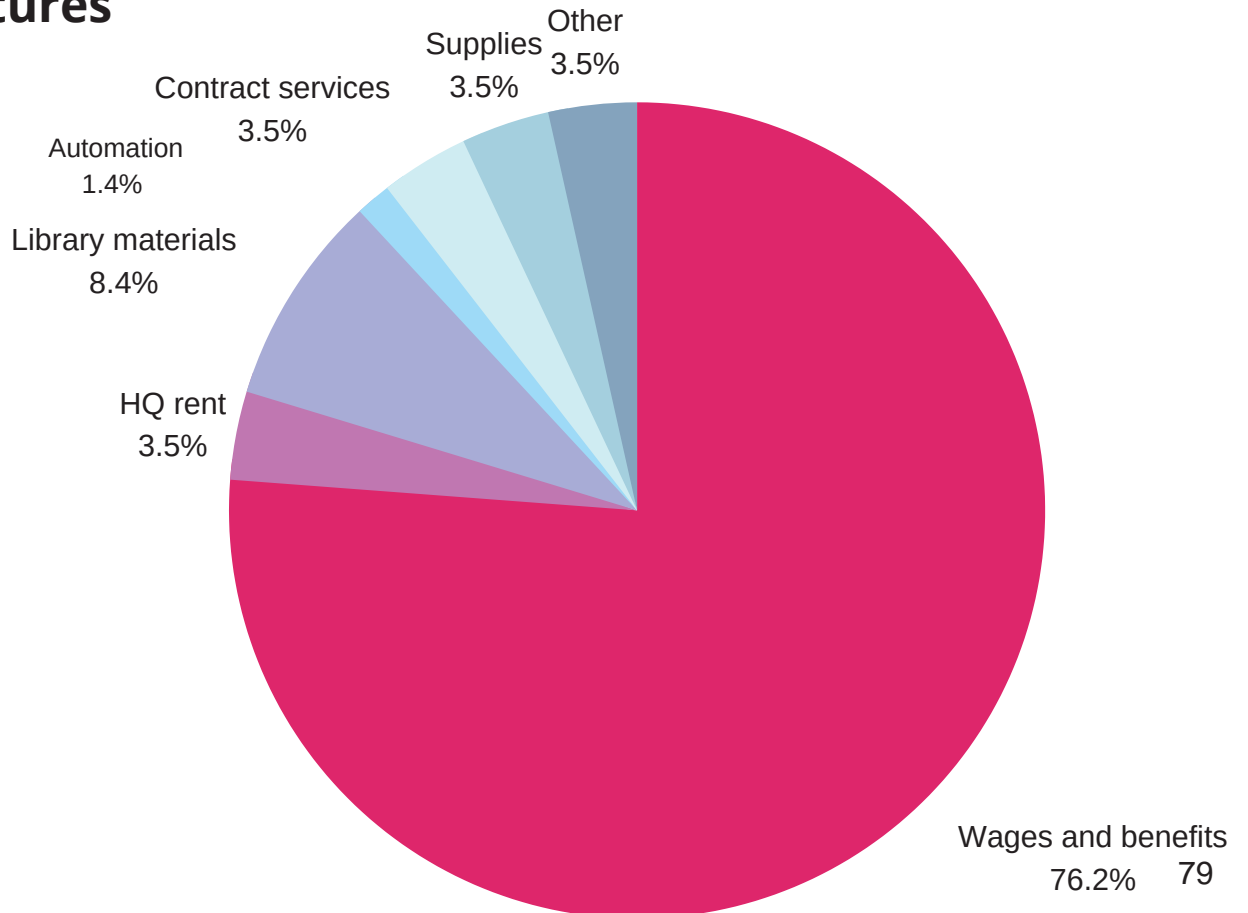
WIFI HOURS: 74,669

BUDGET

Sources of Funding



Expenditures



A BIG THANK YOU TO

We wish to thank the individuals, businesses, and organizations who made financial or in-kind contributions to the library during the past year:

Amherst Lioness Club

Amherst Lions Club

Andrea Arseneau

Sally Austin

James Austin

Debra Baxter

Ralph Belliveau

Marguerite Bishop

C. Ernest Harrison & Sons Limited

Michael Cameron

CAN-U

Jean Carr

David Christie

Dr. and Mrs H.E Christie Foundation

Russell Clarke

Beth Clinton

Irene Coombs

Sally Cove

Dale Davis

Dawn Fage

Dale Fawthrop

Kim Ford

Gracie Goodwin

Amanda Gould

Fred Hurley

Tim Iler

Wendy Iler

Jorgensen & Bickerton Inc.

Keep Garbage Beneficial

Kool-Aid Kids

Michael Liddell

Rachel Liddell

Maggie's Place

Jan Matthew

Sara Mattinson

Bonnie McPhee

Elizabeth Morrison

Oxford Frozen Foods

Carlene Patterson

Ron Patterson

Betsy Prager

Marian Richards

Veronica Richards

Rotary Club of Amherst

Shirley Sauveur

Delphine Seto

Dale Steele-Nicolov

Tantramar IODE

Chantelle Taylor

Marguerite Taylor

Jane Wood



The Kool-Aid Kids from Amherst Shore donated \$1,000 to the library from fundraising and chores.