



Town of Amherst  
Regular Council Meeting  
Agenda

Date: **March 28, 2022**  
Time: **6:00 pm**  
Location: **Council Chambers, Town Hall**

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	Pages
<b>1. CALL TO ORDER</b>	
<b>2. TERRITORIAL ACKNOWLEDGMENT</b>	
"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."	
<b>3. APPROVAL OF AGENDA/MINUTES</b>	
<b>3.1. Approval of the Agenda</b>	
<b>3.2. Approval of Minutes</b>	
<b>3.2.1. February 28, 2022 Regular Council</b>	3 - 22
<b>3.2.2. March 4, 2022 Special Council</b>	23 - 24
<b>4. REQUESTS FOR DECISION</b>	
<b>4.1. Volunteer of the Year Awards - Christie</b>	25 - 27
<b>4.2. Planning Advisory Committee Citizen Appointments - Landry</b>	28 - 32
<b>4.3. Amherst Board of Police Commissioners Citizen Appointments - Davidson</b>	33 - 42
<b>4.4. Council Resolution - GFL Export Exemptions - Baker</b>	43 - 46
<b>4.5. Setting of the Mandatory Provincial Contribution Rate - Fawthrop</b>	47 - 53
<b>4.6. CANU Lease Agreement - Emery</b>	54 - 72
<b>4.7. ICIP Funding - Christie</b>	73 - 75

4.8.	Appointment of Development Officer - Baker	76 - 78
4.9.	Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems Amendment - Davidson	79 - 92
5.	<b>INTERNAL COMMITTEE REPORTS</b>	
5.1.	Planning Advisory Committee - Landry	93 - 93
5.2.	Amherst Board of Police Commissioners - No Report	
5.3.	Audit Committee - No Report	
5.4.	Amherst Youth Town Council - No Report	
5.5.	Accessibility Committee	94 - 94
5.6.	Inclusion, Diversity and Equity Committee - No Report	
6.	<b>EXTERNAL COMMITTEE REPORTS</b>	
6.1.	Cumberland Public Libraries - Fawthrop	95 - 95
6.2.	Cumberland YMCA - Fawthrop	96 - 96
6.3.	Solid Waste Management - Baker	97 - 98
6.4.	Municipal Alcohol Project - Emery	99 - 101
6.5.	L. A. Animal Shelter - Fawthrop	102 - 102
6.6.	Senior Safety - Emery	103 - 103
6.7.	Inter Municipal Tourism - No Report	
6.8.	Poverty Reduction - Landry	104 - 104
7.	<b>ADJOURNMENT</b>	

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** February 28, 2022  
**Time:** 6:00 pm  
**Location:** Council Chambers, Town Hall

**Members Present** Mayor David Kogon  
Deputy Mayor Sheila Christie  
Councillor George Baker  
Councillor Hal Davidson  
Councillor Lisa Emery  
Councillor Dale Fawthrop  
Councillor Leon Landry

**Staff Present** Jason MacDonald, Chief Administrative Officer  
Dwayne Pike, Police Chief  
Greg Jones, Director of Fire Services  
Aaron Bourgeois, Director of Operations  
Andrew Fisher, Director of Planning & Strategic Initiatives  
Kim Jones, Director of Corporate Communications and  
Community Well Being / Municipal Clerk  
Tom McCoag, Corporate Communications Officer  
Natalie LeBlanc, Deputy Clerk

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**1. CALL TO ORDER**

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

**2. TERRITORIAL ACKNOWLEDGMENT**

Deputy Mayor Christie gave the Territorial Acknowledgement.

The Deputy Mayor also expressed condolences on the passing of the late Mr. Allison Gillis, who served 12 years as an elected official with the Municipality of the County of Cumberland, first as a councillor, and then four years as the last Warden of Cumberland County.

**3. APPROVAL OF AGENDA/MINUTES**

**3.1 Approval of the Agenda**

Moved By Councillor Emery

Seconded By Councillor Baker

To approve the agenda as circulated.

**Motion Carried**

**3.2 Approval of Minutes - January 24, 2022**

Moved By Councillor Fawthrop

Seconded By Councillor Landry

To approve the minutes of the January 24, 2022 regular meeting of Council as circulated.

**Motion Carried**

**4. REQUESTS FOR DECISION**

**4.1 Signing Authority Policy Amendment**

Moved By Councillor Baker

Seconded By Councillor Emery

That Council approve an amendment to the Town of Amherst Signing Authority Policy# 03400-01 to add the Treasurer for all documents signed under the seal of the Town and for the signing officers of cheques, bank documents, etc.

**Motion Carried**

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; 23 November 2020**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, Chief Financial Officer or Treasurer (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, Chief Financial Officer or Treasurer (any one of them).

**4.2 Grass Maintenance Policy Amendment****Moved By Deputy Mayor Christie****Seconded By Councillor Baker****That Council approve of the attached amendments to the Grass Maintenance Policy.****Motion Carried****4.3 Capital Budget Amendments - Water and Fire****Moved By Councillor Davidson****Seconded By Councillor Emery****That Council approve of the following changes in the 2021/22 Capital Budget:**

- **Change in funding source in the Water Capital budget:**
  1. **Withdraw from the Water Depreciation fund \$632,000 to fund the following water capital projects:**
    1. **\$ 40,000 for Monitoring Wells (carry over)**
    2. **\$240,000 for Wellfield Generator (carry over)**
- **\$177,000 for Spring Street ~ Croft to Church – water main replacement**
- 1. **\$175,000 for a new Dump Truck**
- **Change approved budget amount in the General Capital budget:**
  1. **Increase the budget for Fire Suppression Hose (set # 1) – replacement from \$30,000 to \$52,000.**

**Motion Carried****4.4 Challenge Fund****Moved By Councillor Emery****Seconded By Councillor Landry****That Council approve of the three attached agreements to purchase the following properties paid for under the Nature Challenge Fund:**

1. **Lansdowne Forestry Management Ltd., Green Road for \$120,000 + any applicable HST.**
2. **Silva Tech Ltd, Green Road for \$94,000 + any applicable HST.**
3. **Kim Kelly Lot 2002-2 Beecham Road for \$82,000 + any applicable HST.**

**And further that Council authorize the Mayor and CAO to sign the applicable agreements on their behalf.****Motion Carried**

- 4.5 Church and Davison Streets**  
**Moved By Councillor Fawthrop**  
**Seconded By Councillor Davidson**  
**That the sale of town properties located at 138 Church Street and 21 Davison Street for the amount of \$7,300 plus any applicable HST, be approved by Council, and further that the Mayor and CAO be authorized to sign the corresponding purchase and sale agreement.**
- Motion Carried**
- 4.6 Inter Municipal Poverty Reduction Advisory Committee Citizen Appointments**  
**Moved By Councillor Landry**  
**Seconded By Councillor Fawthrop**  
**That Council approve the appointments of Evelyn Pollard and Karen Leblanc as the Town of Amherst citizen representatives for the Intermunicipal Poverty Reduction Advisory Committee, for 1 year terms expiring March 31, 2023.**
- Motion Carried**
- 4.7 Wellfield Generators**  
**Moved By Deputy Mayor Christie**  
**Seconded By Councillor Davidson**  
**That Council amend the original scope of work of the wellfield generator project and approve (Option 3), the purchase of 1 new towable diesel fueled generator and upgrade the 4 production wells at the North Tyndal Wellfield with VFD's (variable frequency drives).**
- Motion Carried**
- 5. INFORMATION ITEM**
- 5.1 Cumberland Community Youth Development Centre Update - Landry**  
**Information item; no direction given or action required.**
- 6. INTERNAL COMMITTEE REPORTS**
- 6.1 Planning Advisory Committee - Christie**  
**Information item; no direction given or action required.**
- 6.2 Amherst Board of Police Commissioners - No Report**
- 6.3 Audit Committee - No Report**
- 6.4 Amherst Youth Town Council - Oskar Sigtryggsson**  
**Information item; no direction given or action required.**
- 6.5 Inclusion, Diversity and Equity Committee - Davidson**  
**Information item; no direction given or action required.**
- 6.6 Accessibility Advisory Committee - No Report**
- 7. EXTERNAL COMMITTEE REPORTS**
- 7.1 Cumberland Public Libraries - Fawthrop**  
**Information item; no direction given or action required.**
- 7.2 Cumberland YMCA - Fawthrop**  
**Information item; no direction given or action required.**
- 7.3 Solid Waste Management - Emery**  
**Information item; no direction given or action required.**
- 7.4 L. A. Animal Shelter - Fawthrop**  
**Information item; no direction given or action required.**
- 7.5 Senior Safety - Emery**  
**Information item; no direction given or action required.**
- 7.6 Inter Municipal Tourism - No Report**
- 7.7 Poverty Reduction - No Report**

**8. ADJOURNMENT**  
**Moved By Councillor Landry**  
**Seconded By Councillor Emery**  
**To adjourn the meeting.**

**Motion Carried**

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Kimberlee Jones  
Municipal Clerk

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David Kogon  
Mayor

**TOWN OF AMHERST POLICY**

NUMBER 64000-01  
PAGE 1 OF 1

**DEPARTMENT:** Council and All Departments

**TITLE:** Grass Maintenance Policy

Minutes reference date: 30 APRIL 2007, PAGE 00346

**PURPOSE:**

The Town of Amherst takes pride in its parks, athletic fields and green spaces within the community. These areas must be mowed to maintain a positive community image, address public safety, and provide positive leisure time and athletic experiences for all users. In addition, a proactive mowing program will provide an attractive environment for the community. This policy outlines current and future directions for the mowing of parks, athletic fields and green spaces in the Town of Amherst.

**POLICY STATEMENT:**

The Town of Amherst will mow parks, athletic fields and green spaces within the Town based on three levels of service priority.

1. Level 1 High - Highest priority with significant vehicular and pedestrian traffic flows. e.g. Level 1 areas include: Town entrances, downtown, and athletic fields. Grass should be cut maintained to a length of two inches to four inches, these areas require daily monitoring to maintain a high visual quality.
2. Level 2 Medium - Medium priority These areas include ing most playgrounds and parks and other areas with moderate medium vehicular and pedestrian traffic areas. Grass should be cut maintained to a length of three to five inches, these area require daily monitoring to maintain a neat and orderly appearance.
3. Level 3 Low - Low priority These areas including isolated Town properties, ditches, cul-de-sac circles and other lower traffic vehicular and pedestrian traffic areas. Grass should be cut maintained to a length of four to six inches or longer in ditches and isolated areas and requires bi-weekly monitoring to ensure service level expectations are being met.

The attached Appendix "A" provides a list of the locations and service level expectations details on high, medium and low priority of the properties maintained by areas in the Town of Amherst Staff.

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**Green Spaces**

**High**

Corner of Church and Dickie  
Church Street—Graveyard to RB Dickie  
Victoria Street—Hickman to Park  
Robert Angus Drive Sidewalk  
Willow St. High School to Boundary  
East Victoria—North Side #233  
Willow St. Blvd Across from Purdy  
West Pleasant—Old Hospital and Park Blvd  
Subway  
YMCA/George Blanche Lot  
Co-op lot  
Lawton Parking  
East Victoria Entrance  
West Victoria Entrance  
Industrial Park Entrance and signs  
Town Hall and Library  
Lawrence Street Town Entrance  
LaPlanche Street Welcome Area  
LaPlanche Street Entrance Area

**Medium**

Corbett's—at EB Chandler on Donald  
Beacon St. by Seniors Club  
Industrial Park Ditches  
Dickie Brook—Trail Firchall along Beacon  
Dickie Brook—EB Chandler Trail  
Dickie Brook—Spring Street Academy  
Triangle (South Albion/Robert Angus  
West Pleasant at end of Park  
Industrial Park  
Albion and Beacon St.  
Johnny Davidson's  
Cope Lane  
Rear/Sides Stadium

**Low**

Pumping Station  
Water Tower on Willow  
Russell Street and Cornwall  
Robert Angus Drive Ditches  
Mill Street Ditch  
West Pleasant and Park  
Townsend Court—Circle and Entrance  
Ralston Place Circle  
Willow Court Circle

Forest Glen  
Ridgewood Court  
Sewer Lift Stations

**Parks**

**High**

Mural Park  
Veterans Park  
Victoria Park and Cenotaph  
Christie Park  
Curry Park

**Medium**

Strawberry Fields  
Rotary Centennial Park  
Harding Park  
Lions Park  
Lions Tennis Court  
Tubby's  
Northern Telecom  
Dickie Park  
Elmwood Playground

**Athletic Fields**

**High**

Winston Field (Soccer)  
St. Charles Field (Ball)  
Church St. Soccer Field  
Lions Ball Field  
Little League Field  
Robbs Ball Fields  
Robbs Wall

**APPENDIX "A"**

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<b><u>Property</u></b>	<b><u>Property Type</u></b>	<b><u>Service Level</u></b>
<u>Church Street Soccer Fields</u>	<u>Athletic Field</u>	<u>1</u>
<u>Dickey Park Sports Field</u>	<u>Athletic Field</u>	<u>1</u>
<u>Robb's Complex Baseball Fields</u>	<u>Athletic Field</u>	<u>1</u>
<u>Winston Avenue Soccer Field</u>	<u>Athletic Field</u>	<u>1</u>
<u>CUBBIC</u>	<u>Facility</u>	<u>1</u>
<u>Fire Station</u>	<u>Facility</u>	<u>1</u>
<u>Library</u>	<u>Facility</u>	<u>1</u>
<u>Police Station</u>	<u>Facility</u>	<u>1</u>
<u>Town Hall</u>	<u>Facility</u>	<u>1</u>
<u>59 Church Street</u>	<u>Green Space</u>	<u>1</u>
<u>Church Street and Albion Street Intersection</u>	<u>Green Space</u>	<u>1</u>
<u>CNR Side Hill - West Pleasant Street at Albion Street</u>	<u>Green Space</u>	<u>1</u>
<u>East Victoria Street entrance area</u>	<u>Green Space</u>	<u>1</u>
<u>Electric Street</u>	<u>Green Space</u>	<u>1</u>
<u>King Street</u>	<u>Green Space</u>	<u>1</u>
<u>LaPlanche Street entrance area</u>	<u>Green Space</u>	<u>1</u>
<u>Maple Avenue at Victoria Street</u>	<u>Green Space</u>	<u>1</u>
<u>Princess Street</u>	<u>Green Space</u>	<u>1</u>
<u>Traffic Island Church Street at Albion Street</u>	<u>Green Space</u>	<u>1</u>
<u>YMCA</u>	<u>Green Space</u>	<u>1</u>
<u>Veterans Park</u>	<u>Park</u>	<u>1</u>
<u>Victoria Street at Havelock Street</u>	<u>Park</u>	<u>1</u>
<u>Amherst Stadium</u>	<u>Facility</u>	<u>2</u>
<u>Public Works Garage</u>	<u>Facility</u>	<u>2</u>
<u>Amherst Skate Park</u>	<u>Green Space</u>	<u>2</u>
<u>Boulevard Robert Angus Drive (former Connor's restaurant lot)</u>	<u>Green Space</u>	<u>2</u>
<u>Corner of Willow &amp; East Pleasant</u>	<u>Green Space</u>	<u>2</u>
<u>Dayle's Grand Market</u>	<u>Green Space</u>	<u>2</u>
<u>Hickman Street at Cornwall Street</u>	<u>Green Space</u>	<u>2</u>
<u>Industrial Park (entrances and grass boulevards)</u>	<u>Green Space</u>	<u>2</u>
<u>Little League outside fenced area</u>	<u>Green Space</u>	<u>2</u>
<u>North of EB Chandler - Donald Avenue to Willow Street</u>	<u>Green Space</u>	<u>2</u>
<u>Ratchford Street Parking Lot</u>	<u>Green Space</u>	<u>2</u>
<u>Robb's Grounds</u>	<u>Green Space</u>	<u>2</u>
<u>Vacant lot Church Street at Dickey Street</u>	<u>Green Space</u>	<u>2</u>
<u>Via Train Station</u>	<u>Green Space</u>	<u>2</u>
<u>Willow Street Boulevard</u>	<u>Green Space</u>	<u>2</u>
<u>Beacon Street Park</u>	<u>Park</u>	<u>2</u>
<u>Christie Park</u>	<u>Park</u>	<u>2</u>

<u>Property</u>	<u>Property Type</u>	<u>Service Level</u>
<u>Curry Park</u>	<u>Park</u>	<u>2</u>
<u>Dickey Park</u>	<u>Park</u>	<u>2</u>
<u>Elmwood Park</u>	<u>Park</u>	<u>2</u>
<u>Ernie Mills Park</u>	<u>Park</u>	<u>2</u>
<u>Harding Park</u>	<u>Park</u>	<u>2</u>
<u>Lions Park</u>	<u>Park</u>	<u>2</u>
<u>Northern Telecom Park</u>	<u>Park</u>	<u>2</u>
<u>Rotary Park</u>	<u>Park</u>	<u>2</u>
<u>Strawberry Fields Park</u>	<u>Park</u>	<u>2</u>
<u>Victoria Square</u>	<u>Park</u>	<u>2</u>
<u>Abbey Road to Marshview Drive</u>	<u>Trail</u>	<u>2</u>
<u>Dickey Street - Academy Street to Rupert Street</u>	<u>Trail</u>	<u>2</u>
<u>Fire Station to Church Street</u>	<u>Trail</u>	<u>2</u>
<u>LaPlanche Street to Eddy Street</u>	<u>Trail</u>	<u>2</u>
<u>North of EB Chandler - Donald Avenue to Willow Street</u>	<u>Trail</u>	<u>2</u>
<u>Casper Court</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Centennial Court</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Forest Glen</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Garden Court</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Mallard Drive Cul De Sac</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Penny Lane</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Ralston Place</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Ridgewood Court</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Townsend Court</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Willow Court</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>McCully Booster Station</u>	<u>Facility</u>	<u>3</u>
<u>Race Track Road - Lift Station</u>	<u>Facility</u>	<u>3</u>
<u>Reservoirs on Willow Street</u>	<u>Facility</u>	<u>3</u>
<u>Terrace Street - Lift Station</u>	<u>Facility</u>	<u>3</u>
<u>Along Dickey Brook - Beacon Street and Dickey Street</u>	<u>Green Space</u>	<u>3</u>
<u>Ditches within Street Right-of-Way</u>	<u>Other</u>	<u>3</u>
<u>Motor Avenue to Derby Street</u>	<u>Trail</u>	<u>3</u>
<u>Robert Angus Drive - Church Street to Willow Street</u>	<u>Trail</u>	<u>3</u>
<u>Willow Street - Robert Angus Drive to East Pleasant</u>	<u>Trail</u>	<u>3</u>

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## AGREEMENT OF PURCHASE AND SALE

### BETWEEN:

THE TOWN OF AMHERST, a municipal corporation, incorporated under the laws of the Province of Nova Scotia (the "Purchaser")

-and-

LANDSDOWNE FOREST MANAGEMENT LTD. of Truro, Nova Scotia (the "Vendor")

### OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcels of land located at Green Road, Tidnish River Nova Scotia (the "Property") being PID 25099474 and PID 25263997 for a total sum of One Hundred and Twenty Thousand Dollars (\$120,000.00) of lawful money of Canada together with all adjustments pursuant to this agreement.

### CONDITIONS

- 2.

### DEPOSIT

3. The Purchaser does not submit a deposit with this offer.

### CLOSING DATE

4. This agreement shall be completed on or before March 31<sup>st</sup>, 2022 (the "Closing Date"). Upon completion, possession of the property shall be given to the Purchaser.

### TITLE

5. The Vendor is to furnish the Purchaser with a metes and bounds description of the property which is the subject of this Agreement, after receipt whereof the Purchaser is allowed 10 days to investigate the title to the Property, which he shall do at his own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void.

### CONVEYANCE

6. The Conveyance (of the Property which is the subject of this Agreement) shall be by Warranty Deed drawn at the expense of the Purchaser, to be delivered on payment of the purchase price on the Closing Date. The said property is to be conveyed free from other encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property.

### ADJUSTMENTS

7. The purchase price shall be paid on the Closing Date subject to an adjustment for municipal property taxes.

**HST CERTIFICATE**

8. The Vendor shall certify on or before the Closing Date that the Property is not subject to HST.

**TENDER OF DOCUMENTS AND CHEQUE**

9. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for him and money may be tendered by certified cheque or solicitor's trust cheque.

**TIME OF ESSENCE**

10. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.

**BINDING**

11. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

**CHANGES OF NUMBER AND GENDER**

12. This agreement is to be read with all changes of gender or number required of the context.

**ACCEPTANCE DATE**

13. This offer shall be open for acceptance until 1:00pm on the \_\_\_\_ day of March, 2022.

Dated at Amherst, in the Province of Nova Scotia this \_\_\_\_\_ day of March, 2022.

TOWN OF AMHERST (Purchaser)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
PER: DAVID KOGON, Mayor

**VENDOR'S ACCEPTANCE OF OFFER**

14. I hereby accept the above offer and agree to sell on the terms as therein set forth.

Dated at \_\_\_\_\_, Truro, Nova Scotia this \_\_\_\_\_ day of March, 2022

LANDSDOWNE FOREST MANAGEMENT LTD.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mike Brown (Vendor)

## AGREEMENT OF PURCHASE AND SALE

### BETWEEN:

THE TOWN OF AMHERST, a municipal corporation, incorporated under the laws of the Province of Nova Scotia (the "Purchaser")

-and-

SILVA TECH LTD. of Amherst, Nova Scotia (the "Vendor")

### OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at Green Road, Tidnish River Nova Scotia (the "Property") being PID 25256157 for a total sum of Ninety Four Thousand Dollars (\$94,000.00) of lawful money of Canada together with all adjustments pursuant to this agreement.

### CONDITIONS

- 2.

### DEPOSIT

3. The Purchaser does not submit a deposit with this offer.

### CLOSING DATE

4. This agreement shall be completed on or before March 31<sup>st</sup>, 2022 (the "Closing Date"). Upon completion, possession of the property shall be given to the Purchaser.

### TITLE

5. The Vendor is to furnish the Purchaser with a metes and bounds description of the property which is the subject of this Agreement, after receipt whereof the Purchaser is allowed 10 days to investigate the title to the Property, which he shall do at his own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void.

### CONVEYANCE

6. The Conveyance (of the Property which is the subject of this Agreement) shall be by Warranty Deed drawn at the expense of the Purchaser, to be delivered on payment of the purchase price on the Closing Date. The said property is to be conveyed free from other encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property.

### ADJUSTMENTS

7. The purchase price shall be paid on the Closing Date subject to an adjustment for municipal property taxes.

**HST CERTIFICATE**

8. The Vendor shall certify on or before the Closing Date that the Property is not subject to HST.

**TENDER OF DOCUMENTS AND CHEQUE**

9. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for him and money may be tendered by certified cheque or solicitor's trust cheque.

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**ACCEPTANCE DATE**

13. This offer shall be open for acceptance until 1:00pm on the \_\_\_\_ day of March, 2022.

Dated at Amherst, in the Province of Nova Scotia this \_\_\_\_\_ day of March, 2022.

TOWN OF AMHERST (Purchaser)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
PER: DAVID KOGON, Mayor

**VENDOR'S ACCEPTANCE OF OFFER**

14. I hereby accept the above offer and agree to sell on the terms as therein set forth.

Dated at \_\_\_\_\_, Truro, Nova Scotia this \_\_\_\_\_ day of March, 2022

SLIVA TECH LTD.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mike KENNEDY (Vendor)

# AGREEMENT OF PURCHASE AND SALE

Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Nova Scotia Real Estate Trading Act. The NSREC is the regulatory body for real estate in Nova Scotia

Total # of pages in this Agreement of Purchase and Sale Schedule(s): Is/are attached and form(s) part of this Agreement.

Agreement including all Schedules: 5

- Equipment
- Mini/Mobile Home
- Multi-Unit Residential Income Properties
- Resale Condominium
- Vacant Land
- Sale of Buyer's Property (SOBP)
- Water and Septic
- Other: Addendum Schedule A

The Buyer The Town of Amherst c/o Jason MacDonald  
of Amherst

having personally viewed the following property  not having personally viewed the following property  other: \_\_\_\_\_

offers to buy from the Seller Kim Kelly

the property known as (civic address/ lot #) Lot 2002-2 Beecham Road Amherst Head NS B4H 3Y2

(PID(s)/ Serial #) 25102534 in the County of Cumberland Province of Nova Scotia

(the Property), at a purchase price of Eighty-Two Thousand dollars (\$ 82,000.00 CDN)

on the following terms subject to provisions in clause 5.1 regarding HST.

## 1. Deposit

1.1. The Buyer submits \_\_\_\_\_ dollars (\$ \_\_\_\_\_ CDN) on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ payable to: \_\_\_\_\_

*MS*  
in trust, as a deposit to be held pending completion or termination of this Agreement and to be credited towards the purchase price on completion. Balance of purchase price to be paid on closing or as otherwise stated in this Agreement. If the deposit is not delivered as specified, the Seller shall be at liberty to declare this Agreement null and void.

1.2. It is understood and agreed that if the Buyer does not complete this Agreement in accordance with the terms thereof, the Buyer shall forfeit the deposit, in addition to any other claim which the Seller may have against the Buyer for the Buyer's failure to complete. If the deposit is being returned to the Buyer, in accordance with the terms of this Agreement, it shall be done without interest or penalty (unless otherwise specified). It is agreed by the Buyer and the Seller that the release of the deposit from the brokerage trust account is subject to the applicable NSREC By-laws.

1.3. The Buyer and Seller agree that any deposit held in trust by the Brokerage per clause 1.1, that is in excess of the remuneration (including HST) due to that Brokerage on closing of the transaction, shall be transferred to the Seller's lawyer's trust account once conditions unrelated to title have been met. These funds shall remain in the Seller's lawyer's trust account until closing.

## 2. Closing and Conveyance

2.1. This Agreement shall be completed on or before the 31 day of March, 2022 (the closing date). Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided as follows:  
Subject to tenancy of Kyle Allen (camp owner)


2.2. The Seller shall use best efforts to have the Property clean and vacant, subject to the provisions of 2.1, for the Buyer's pre-closing viewing by 9 a.m. on the date outlined in clause 2.1.

2.3. All lands, buildings, fixtures and all other property being purchased hereby shall remain at the risk of the Seller. The Seller shall be responsible to keep the Property insured until closing. In the event of damage to the Property, the Buyer, having been advised of the insurance policy details, may either agree to accept the proceeds of the insurance and complete the purchase, or may terminate this Agreement and the deposit shall be returned to the Buyer (not applicable to Resale Condominium Schedule - see clause 4 of the Schedule).

2.4. Interest, rentals, leases, taxes, rates and fuel on the premises are to be adjusted to the closing date. The cost of municipal improvements, betterment charges and capital charges for utility or municipal services completed as of the date of this Agreement, whether billed or not, are to be paid by the Seller on or before the closing date unless otherwise stated.

2.5. The conveyance of the Property, which is the subject of this Agreement, shall be by Estate Deed (or general conveyance, if a mini/mobile home), drawn at the expense of the Seller, to be delivered on payment of the purchase price on the closing date. The Property is to be conveyed free from encumbrances, except for any easements, registered restrictions or covenants that do not materially affect the enjoyment and use of the property (not applicable to Resale Condominium Schedule - see clause 3 of the Schedule).

OFFER DATE: January / 31 / 2022

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BUYER'S INITIALS: *MS* / \_\_\_\_\_ SELLER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_

CREA WEBForms 

PROPERTY: Lot 2092-2 Beecham Road

Amherst Head NS B4B 3Y2

BUYER: The Town of Amherst

c/o Jason MacDonald

**3. Seller's Obligations**

3.1. The Seller shall provide the Buyer or the Buyer's Agent with a copy of the following on or before the 18th day of February, 2022 (check the applicable boxes):

- Property Disclosure Statement
- Any restrictive covenants that may affect the Property
- Equipment Schedule, if not attached, and all related contracts
- Location certificate and/or survey, if available, without representations or warranties
- Other: See Addendum Schedule "A".
- Other: \_\_\_\_\_

**4. Buyer's Conditions**

4.1. This Agreement is subject to the Buyer, at the Buyer's expense, securing, conducting or reviewing the following on or before the 18th day of February, 2022 (check the applicable boxes):

- Property Disclosure Statement
- Any restrictive covenants that may affect the Property
- Equipment Schedule, if not attached
- Financing
- Property Inspection(s)
- Insurance
- Other: Appraisal at the buyers expense.
- Other: See Addendum Schedule "A"

The Buyer shall provide the Seller or the Seller's Agent, on or before 6 p.m. Atlantic Time on the date specified above, with Form 408 confirming that all conditions identified in this clause are satisfied and now waived. If the Buyer fails to provide the required form this Agreement shall be deemed terminated. If the Buyer determines, prior to the condition date, that they are not satisfied the Buyer may terminate this Agreement. The deposit shall be returned to the Buyer subject to the applicable NSREC By-laws.

4.2. The Seller agrees to provide all reasonable assistance and access to the Buyer to allow completion of the above investigations and inspection(s) outlined in clause 4.1 and any schedule(s) attached to this Agreement.

**5. Harmonized Sales Tax (HST)**

It is the Seller's responsibility to determine whether the proposed transaction is subject to HST pursuant to the *Excise Tax Act*.

5.1. The Seller has determined that the Property is (check one of the following):

- Exempt from HST
- Partially subject to HST; included in purchase price
- Partially subject to HST; over and above purchase price
- Subject to HST; included in purchase price
- Subject to HST; over and above purchase price

5.2. If the conveyance contemplated by this Agreement is exempt or partially exempt from HST the Seller agrees to provide the Buyer, on or before the closing date, a certificate in a form reasonably satisfactory to the Buyer certifying that the conveyance contemplated by this Agreement is exempt from HST.

5.3. If the conveyance contemplated by this Agreement is subject to HST, then the HST shall be remitted in accordance with the applicable legislation.

**6. Fixtures and Chattels**

6.1. All fixtures attached to the Property as viewed on the 18th day of February, 2022 are to remain with the Property and shall be included in the purchase price. JM

6.2. The following chattels, as viewed on the Property by the Buyer on the date in clause 6.1 and owned by the Seller, shall remain with the Property and be included in the purchase price and shall be conveyed to the Buyer in good working order, free and clear of encumbrances, on the date of closing:

- Fridge  Stove  Washer  Dryer  Freezer
- Microwave  Dishwasher  Other: \_\_\_\_\_
- Other: \_\_\_\_\_  Other: \_\_\_\_\_

**7. Additional Conditions**

**8. Lawyer Review**

8.1. This Agreement is subject to the review by both the Buyer's and the Seller's lawyers, acting reasonably with respect to wording and content within the Agreement. This review shall be deemed to have been acceptable to both parties, unless the other party or their Agent is notified to the contrary, in writing, on or before the 18th day of February, 2022.

If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

**9. Property Migration**

9.1. It is agreed and understood that (choose a or b):

- a)  the Property title has been migrated to the Land Registration System at the date of this Agreement.
- OR
- b)  the Property title has not been migrated to the Land Registration System at the date of this Agreement, and the Seller agrees, at the Seller's expense, to do so at least seven (7) business days prior to closing.

**10. Title Investigation**

10.1. This Agreement is subject to the Seller's lawyer, at the Seller's expense, providing the Buyer's lawyer with the PID(s) for the Property within ten (10) business days of acceptance of this offer.

If the migration process requires the assignment of additional PID(s), those PID(s) shall be provided to the Buyer at the time of notification that the migration is complete.

10.2. The Buyer, at the Buyer's expense, shall be allowed five (5) business days to investigate title to the Property after receipt of the PID(s), or if the Property has not been migrated as of the date of this Agreement, five (5) business days after receiving notification that the migration is complete.

If within that time frame any valid objection to title is made, in writing, to the Seller and which the Seller is unable or unwilling to remove and which the Buyer shall not waive, this Agreement shall become null and void and the deposit shall be returned to the Buyer.

OFFER DATE: January / 31 / 2022

BUYER'S INITIALS: JM

SELLER'S INITIALS: \_\_\_\_\_

PROPERTY: Lot 2002-2 Beecham Road

Amherst Head NS B4B 3Y2

BUYER: The Town of Amherst

c/o Jason MacDonald

11. Miscellaneous Provisions

- 11.1. Any tender of documents to be delivered or money payable may be made upon the Seller or the Buyer or any party acting on their behalf. Money paid, subsequent to the deposit, shall be by lawyer's trust cheque, certified cheque, electronic transfer or their equivalent, drawn on a chartered Canadian Bank, Trust Company or Credit Union.
- 11.2. All representations given by the Seller contained in this Agreement shall survive the closing unless otherwise stated in this Agreement.
- 11.3. Time shall, in all respects, be of the essence in this Agreement. In the event of a written agreement of extension, time shall continue to be of the essence. Failure to act within the time required constitutes a breach of the contract.
- 11.4. The Seller and the Buyer agree to be bound by offers and counter-offers and related documentation that may be transmitted electronically and that reproductions of the signatures therein, including electronic signatures, shall be treated as originals.
- 11.5. No amendment to the terms of this Agreement shall be effective unless it is in writing and signed by all parties.
- 11.6. If there is conflict or discrepancy between any provision added to this Agreement and any provision in the standard printed portion hereof, the added provision shall supersede the standard printed provision.
- 11.7. This Agreement shall be read with all changes of number and gender required by the context.
- 11.8. This Agreement shall be governed by the laws of the Province of Nova Scotia and the Seller, Buyer and the Brokerage(s) shall submit to the jurisdiction of the Courts of the Province of Nova Scotia for the resolution of any disputes that may arise out of this Agreement.
- 11.9. This Agreement shall be for the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.
- 11.10. Business days are Monday-Friday, excluding statutory, provincial and civic holidays in the Province of Nova Scotia.

13. Time for Seller's Response

This offer shall be open for acceptance until 9 P.M. Atlantic Time on the 1 day of February, 2022.

Signed, sealed and delivered in the presence of:

In Witness whereof I have hereunto set my hand and seal:

Witness

Buyer Jason MacDonald SEAL

February 1, 2022 | 11:30 AM

Witness

Buyer c/o Jason MacDonald SEAL

14. Seller's Response

CHOOSE ONE OF THE FOLLOWING:

- I hereby accept the above offer and agree to sell on the terms set forth.
- I hereby confirm this offer was presented and rejected.
- I hereby confirm having read and understand this offer and have prepared a Counter Offer.

Signed, sealed and delivered in the presence of:

In Witness whereof I have hereunto set my hand and seal:

Witness

Seller Kim Kelly SEAL

Date

Atlantic Time a.m./p.m.

Witness

Seller SEAL

Date

Atlantic Time a.m./p.m.

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# AGREEMENT OF PURCHASE AND SALE

## **BETWEEN:**

**THE TOWN OF AMHERST**, a municipal corporation, incorporated under the laws of the Province of Nova Scotia (the "Vendor")

-and-

**RODNEY MICHAEL GRAY AND PAMELA VIOLET GRAY**, of Amherst, in the County of Cumberland and Province of Nova Scotia (the "Purchaser")

## **OFFER**

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at 138 Church Street being PID 25014093, and 21 Davison Street being PID 25017609 in Amherst, Nova Scotia (the "Property") for a sum of Seven Thousand and Three-Hundred Dollars (\$7,300.00) plus any applicable HST, of lawful money of Canada together with all adjustments pursuant to this agreement.

## **CONDITIONS**

2. The Purchaser shall complete the purchase of the parcel of land located at 138 Church Street being PID 25014093, and 21 Davison Street being PID 25017609 Pleasant Street, Amherst, Nova Scotia.
3. Within six (6) months after the Closing Date the Purchaser shall consolidate the Property with lands located at 136 Church Street being PID 25014085 at the expense of the Purchaser.
4. The purchaser acknowledges and agrees that portions of the property are located within the boundaries of a Flood Plain Zone where development is prohibited and further that flooding of the adjacent Dickey Brook may extend beyond the boundaries of said zone.

## **DEPOSIT**

5. The Purchaser does not submit a deposit with this offer.

## **CLOSING DATE**

6. This agreement shall be completed on the \_\_\_ day of \_\_\_\_\_, 2022 (the "Closing Date").

Upon completion, possession of the property shall be given to the Purchaser.

#### **TITLE**

7. The Vendor is to furnish the Purchaser with a metes and bounds description of the property which is the subject of this Agreement, after receipt whereof the Purchaser is allowed 10 days to investigate the title to the Property, which he shall do at his own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void.

#### **CONVEYANCE**

8. The Conveyance (of the Property which is the subject of this Agreement) shall be by Warranty Deed drawn at the expense of the Purchaser, to be delivered on payment of the purchase price on the Closing Date. The said property is to be conveyed free from other encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property.

#### **ADJUSTMENTS**

9. The purchase price shall be paid on the Closing Date subject to an adjustment for municipal property taxes.

#### **HST CERTIFICATE**

10. The Vendor shall certify on or before the Closing Date whether or not the Property is subject to HST.

#### **TENDER OF DOCUMENTS AND CHEQUE**

11. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for him and money may be tendered by certified cheque or solicitor's trust cheque.

#### **TIME OF ESSENCE**

12. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.

#### **BINDING**

13. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

#### **CHANGES OF NUMBER AND GENDER**

14. This agreement is to be read with all changes of gender or number required of the

context.

**ACCEPTANCE DATE**

15. This offer shall be open for acceptance until 1:00pm on the \_\_\_\_ day of \_\_\_\_\_, 2022.

Dated at Amherst, in the Province of Nova Scotia this \_\_\_\_ day of February, 2022

**RODNEY MICHAEL GRAY AND PAMELA VIOLET  
GRAY (Purchaser)**

Per:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**VENDOR'S ACCEPTANCE OF OFFER**

16. I hereby accept the above offer and agree to sell on the terms as therein set forth.

Dated at Amherst, in the Province of Nova Scotia this \_\_\_\_ day of April, 2021.

**TOWN OF AMHERST (Vendor)**

Per:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Amherst Town Council  
Special Meeting  
Minutes**

Date: March 4, 2022  
Time: 12:00 pm  
Location: Council Chambers, Town Hall

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

Staff Present Jason MacDonald, Chief Administrative Officer  
Greg Jones, Director of Fire Services  
Kim Jones, Director of Corporate Communications and Community Well  
Being / Municipal Clerk  
Tom McCoag, Corporate Communications Officer  
Natalie LeBlanc, Deputy Clerk

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**1. CALL TO ORDER**

**2. REQUEST FOR DECISION**

**2.1 COVID-19 Vaccine Policy Repeal**

**Moved by Councillor Landry**

**Seconded by Councillor Emery**

**To go in-camera, as per MGA 22(2)(g) legal advice eligible for solicitor-client privilege.**

**Motion Carried**

**Moved by Councillor Davidson**

**Seconded by Deputy Mayor Christie**

**To return to the open session.**

**Motion Carried**

**Moved by Councillor Landry**

**Seconded by Councillor Fawthrop**

**To go in-camera, as per MGA 22(2)(c) personnel matters.**

**Motion Carried**

**Moved by Councillor Emery**

**Seconded by Deputy Mayor Christie**

**To return to the open session.**

**Motion Carried**

**Moved by Councillor Baker**

**Seconded by Councillor Emery**

**That Council repeal the Covid 19 Vaccination Policy #4500-08.**

**Amendment**

**Moved by Councillor Fawthrop**

**That Council, in consultation with Nova Scotia Public Health, repeal the Covid 19 Vaccination Policy #4500-08 on or before April 14, 2022.**

**There being no seconder the amended Motion Failed**

**Original motion carried 6-1 Fawthrop nay vote**

**DEPARTMENT:** All Town of Amherst Employees, Council, Board and Committee Members

**TITLE:** COVID 19 VACCINATION POLICY

Minutes reference date: October 14, 2021

**PURPOSE:**

The Town of Amherst is committed to providing a safe working environment for our employees, Council and members of the public with whom we interact with regularly. Protective measures within the workplace are the responsibility of the employer. The purpose of this policy is to provide the Town of Amherst’s expectations and requirements of staff, Council, volunteers, Board and committee members with respects to COVID-19 vaccination requirements so as to protect all workers and the public we serve.

**POLICY STATEMENT:**

1. The Town of Amherst will require all employees, Council, volunteers, Board and committee members to be fully vaccinated against COVID-19 and provide proof of vaccination by December 15, 2021. Proof of vaccination records will be kept confidential and used only as required to administer the Policy.
2. The Policy applies to all Town of Amherst employees, Council, volunteers, Board and committee members regardless of workplace or worksite location, including those who are remote working.
3. Those who cannot be vaccinated based on an approved written medical exemption may request an exemption through the town’s human resources officer, by providing the appropriate documentation from a qualified medical professional as determined by the Province of Nova Scotia. If the exemption is validated and accepted by the CAO, those people must participate in the Rapid Testing Program, and wear masks on an ongoing basis. At-home testing kits will be available at no cost to employees who are granted an exemption.
4. Any persons who fail to comply with any of the requirements by December 15, 2021 will be placed on an immediate unpaid leave of absence and may be subject to disciplinary action, up to and including dismissal.
5. Based on operational needs, positions vacated by the unpaid leaves of absence may be temporarily filled.

**DEFINITIONS**

- “fully vaccinated” means receipt of 1 dose of a vaccine authorized as a 1 dose vaccine series such as Janssen plus 14 days, or 2 doses of a vaccine authorized as a 2 dose vaccine series such as Pfizer, Moderna or AstraZeneca plus 14 days, or a complete series of any other World Health Organization authorized series of COVID-19 vaccine such as Sinopharm or Sinovac plus 14 days.
- “not fully vaccinated” means no receipt of any vaccine dose or receipt of 1 dose of a vaccine authorized as a 2 dose vaccine series such as Pfizer, Moderna or AstraZeneca plus 14 days.
- “vaccine” means a vaccine against COVID-19 that has been approved by either the Public Health Agency of Canada or the World Health Organization.

**3. ADJOURNMENT**

**Moved by Councillor Davidson  
Seconded by Deputy Mayor Christie  
To adjourn the meeting.**

**Motion Carried**

\_\_\_\_\_  
Kimberlee Jones  
Municipal Clerk

\_\_\_\_\_  
David Kogon, MD  
Mayor

# SYNOPSIS

## Volunteer of the Year

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The Province of Nova Scotia will celebrate volunteers nominated by organizations and communities at the annual Provincial Volunteer Awards Ceremony. The Town of Amherst made a public call for nominations of volunteers who deserve special recognition. Nominations were received in the category of Volunteer of the Year and Family Volunteer of the Year.

While all nominations received were of very high quality, only one submission from each category is eligible to be submitted for the Provincial Ceremony. All nominated individuals will be recognized at a reception hosted in Amherst in April of 2022.

### **MOTION:**

**That Paul Calder's name be submitted as the Town of Amherst Volunteer of the Year to be recognized at the Provincial Volunteer Awards Ceremony.**



## AMHERST TOWN COUNCIL

RFD# 2022024

Date: March 28, 2022

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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Jennifer Bickerton, Culture, Events and Marketing Co-ordinator

**DATE:** March 28, 2022

**SUBJECT:** Provincial Volunteer Award - Nomination

---

**ORIGIN:** National Volunteer Week.

**LEGISLATIVE AUTHORITY:** Municipal Government Act Section 47.

**RECOMMENDATION:** That Council recommend Paul Calder's name be submitted as the Town of Amherst Volunteer of the Year to be recognized at the Provincial Volunteer Awards Ceremony.

**BACKGROUND:** The Province of Nova Scotia celebrates volunteers nominated by organizations and communities at the annual Provincial Volunteer Awards Ceremony. This year's event will take place in September 2022, where the premier, lieutenant-governor and minister of the volunteer sector will present awards to volunteer representatives from each municipality.

In February 2022, the Town of Amherst made a public call for nominations of volunteers who deserve special recognition. All nominated individuals will be recognized in person hosted in Amherst in April of 2022. Details on the Amherst Volunteer Reception will be announced at a later date.

From the nominations received, the Town of Amherst is eligible to submit a name for a Provincial Volunteer Award Category who will be recognized at the Nova Scotia Ceremony. There is also a Volunteer Award for the Youth Category. Nominations were received for representative Volunteer, Family Volunteer and Youth Volunteer.

**DISCUSSION:** Attached is a memo which outlines the volunteer applicants and the criteria used to evaluate them and make a recommendation to Council.

**FINANCIAL IMPLICATIONS:** The event to celebrate Amherst Volunteers is anticipated to cost \$500 and it is anticipated there may be some cost for travel for the Amherst Volunteer of the year to attend the Awards Ceremony in September.



**COMMUNITY ENGAGEMENT:** There will be a Town of Amherst event in April to recognize our volunteers.

**ENVIRONMENTAL IMPLICATIONS:** No implications indicated.

**SOCIAL JUSTICE IMPLICATIONS:** Volunteers play a key role in the community and recognition of their contributions is important to all aspects of our community.

**ALTERNATIVES:** Do not put names forward for the provincial award.

**ATTACHMENTS:** A summary memo on volunteers.

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Report prepared by: Jennifer Bickerton, Culture, Events and Marketing Co-ordinator  
Report and Financial approved by:

# SYNOPSIS

## Appointments to the Planning Advisory Committee

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The Planning Advisory Committee has three citizen appointee members. Two of these memberships expire March 31, 2022.

Staff received two applications, one from our current appointee Larry Pardy, and one from Creighton McCarthy.

Long time member Gordon Goodwin is not reoffering and we thank him for his service to the committee.

### **MOTION:**

**That Council appoint Larry Pardy and Creighton McCarthy to the Planning Advisory Committee for one year terms ending March 31, 2023.**



## AMHERST TOWN COUNCIL

RFD# 2022016

Date: March 28, 2022

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**TO:** Mayor Kogon and Members of Amherst Town Council

**SUBMITTED BY:** Kimberlee Jones, Municipal Clerk

**DATE:** March 28, 2022

**SUBJECT:** Citizen Appointment to the Planning Advisory Committee

---

**ORIGIN:** Membership of 2 PAC citizen appointees expires March 31, 2022.

**LEGISLATIVE AUTHORITY:** Planning Advisory Committee Policy.

**RECOMMENDATION:** That Council appoint Larry Pardy and Creighton McCarthy to the Planning Advisory Committee for one year terms ending March 31, 2023.

**BACKGROUND:** The Planning Advisory Committee has three citizen appointee members. Two of these memberships expire March 31, 2022.

**DISCUSSION:** The role of the Planning Advisory Committee is to advise Council respecting the preparation, or amendments to, the Town's Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw, as well as other general land use planning matters. This Committee also hears appeals and makes decision with respect to Dangerous and Unsightly Premises, and acts as the Heritage Advisory Committee.

Long time member Gordon Goodwin is not reoffering and we thank him for his service to the committee.

**FINANCIAL IMPLICATIONS:** Volunteer positions, no financial implications.

**COMMUNITY ENGAGEMENT:** A notice was placed in the Amherst Newspaper on February 23, 2022 and on Town of Amherst social media advertising for this appointment, with a March 11, 2022 deadline for applications. We received two applications, one from our current appointee Larry Pardy, and one from Creighton McCarthy.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications.

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications.

**ALTERNATIVES:** There are two applicants. Appointments are necessary as we will only have one citizen appointee as of March 31, 2022.

**ATTACHMENTS:**

- Planning Advisory Committee Policy
- Ad Soliciting Expressions of Interest

Report prepared by: Kimberlee Jones, Municipal Clerk

Report and Financial approved by:



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**DEPARTMENT:** PLANNING AND DEVELOPMENT DEPARTMENT

**TITLE:** **PLANNING ADVISORY COMMITTEE POLICY**

Minutes reference date: 27 March 2006; 29 November 2010; 24 October 2011; March 24, 2014; 22 January 2015

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**PURPOSE:**

The purpose of this policy is to establish a Planning Advisory Committee in accordance with Section 200 of the *Municipal Government Act*.

**ROLE OF COMMITTEE**

1. The role of a Planning Advisory Committee is to advise Council respecting the preparation or amendment of the Town’s Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw as well as general land use planning matters.
2. The duties assigned to the Committee, pursuant to this policy, shall only be carried out by the Committee.
3. In addition to the duties of the Committee pursuant to Section 200 of the *Municipal Government Act* and pursuant to the Heritage Properties Bylaw, the Committee will also act as the Heritage Advisory Committee.
4. In addition to the duties of the Committee pursuant to Section 200 of the *Municipal Government Act*, the Planning Advisory Committee will also undertake the duties assigned to it pursuant to the Dangerous or Unsightly Premises Policy of the Town of Amherst.

**MEMBERSHIP**

5. The Council shall appoint members of the Planning Advisory Committee by resolution.
6. Membership shall include three members of Town Council and three members of the public who are residents of the Town of Amherst.
7. The term for members shall be three years, and members may be re-appointed to the Committee. Public members’ terms shall be by fiscal year, with one member appointed each year.
8. In January of each year, an advertisement for the public member(s) whose term is set to expire that fiscal year shall be placed in the local newspaper. It is the intention to have members with a varied background; however, members with a planning, architecture, engineering or other similar background will have some preference.

9. At the beginning of the first meeting of each fiscal year the Committee will elect a chairperson as well as a vice-chairperson. Terms for such shall be one year. The chairperson and vice chairperson may be re-elected.

### STAFF RESOURCES

10. The Deputy Chief Administrative Officer – Operations is responsible for all functions of the Committee including:
  - a. Calling meeting;
  - b. Taking minutes
  - c. Distribution of reports and other information as required;
  - d. Public notification as required;
  - e. Providing Committee motions to the Chief Administrative Officer for inclusion on the Council agenda.
11. Where additional information or work is required of staff by the Committee the Deputy Chief Administrative Officer – Operations (Deputy CAO) will be responsible for prioritizing staff resources, in conjunction with the Chief Administrative Officer when required.
12. Meetings are to be attended by the Deputy CAO or designate as well as an Executive Assistant. At the discretion of the Deputy CAO, other staff may be invited / asked to attend as well. Standing invitations to Committee meetings will be given to the Chief Administrative Officer and all Directors.

### MEETINGS

13. Meetings will be automatically scheduled for the first Monday of every month. Meetings will commence at 4:30 PM unless otherwise informed.
14. Meeting times may be changed when appropriate by the Chairperson in consultation with the Deputy CAO.
15. Meetings may be cancelled by the Chairperson in consultation with the Deputy CAO when there are no agenda items.
16. All meetings are open to the public as per Section 203 of the *Municipal Government Act*, unless the Committee, by a majority vote, moves a meeting in private to discuss matters permitted by the *Act*.
17. The date, time and location of Committee meetings shall be posted in the lobby of Town Hall three days prior to the meeting, and on the Town's website.
18. An agenda package will be provided to all Committee members and staff no later than 4:00 PM, two business days prior to the meeting.



**TOWN OF AMHERST**  
**Planning Advisory Committee**  
**Citizen Appointments**

The Town of Amherst is seeking two Amherst residents who are interested in becoming citizen representatives on the Planning Advisory Committee, effective April 1, 2022.

The role of this Committee is to advise Council respecting the preparation or amendments to the Town's Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw, as well as other general land use planning matters. This Committee also hears appeals and makes decision with respect to Dangerous and Unightly Premises, and currently acts as the Heritage Advisory Committee.

To be a candidate for appointment as a Committee member, a person must demonstrate all of the following qualifications to the satisfaction of Council:

- Resident within the Town of Amherst;
- Possess a knowledge of community and planning issues;
- Be of good character; and
- Possess the skills and abilities to make the commitment of time and effort required to carry out Committee responsibilities.

Please provide a written letter of your background and interests to:

Kimberlee Jones  
Municipal Clerk  
Town of Amherst  
PO Box 516, 98 East Victoria Street  
Amherst, NS  
B4H 4A1  
[kjones@amherst.ca](mailto:kjones@amherst.ca)

All applications must be received by Friday, March 11, 2022 at 4:30 p.m.

For further details please contact Andrew Fisher, Manager of Planning & Strategic Initiatives at 902-667-3352 or by email to [afisher@amherst.ca](mailto:afisher@amherst.ca)

# SYNOPSIS

## Appointments to the Amherst Board of Police Commissioners

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The Police Commission Bylaw sets out the membership requirements, which includes two community volunteers for one year terms and one community volunteer for a two year term. Two existing citizen terms are expiring on March 31, 2022

Staff advertised for expressions of interest to serve on the Board. As a result we received 8 expressions of interest.

### **MOTION:**

**That Council appoint Lloyd Bruce for a one year term, and Holly MacDonald for a two-year term to the Amherst Board of Police Commissioners ending March 31, 2023 and March 31, 2024 respectively.**



## AMHERST TOWN COUNCIL

RFD# 2022017

Date: March 28, 2022

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**TO:** Mayor Kogon and Members of Amherst Town Council

**SUBMITTED BY:** Kimberlee Jones, Municipal Clerk

**DATE:** March 28, 2022

**SUBJECT:** **Citizen Appointments to the Amherst Board of Police Commissioners**

---

**ORIGIN:** Current membership term expiring March 31, 2022

**LEGISLATIVE AUTHORITY:** Bylaw Respecting the Amherst Board of Police Commissioners

**RECOMMENDATION:** That Council appoint Lloyd Bruce for a one year term, and Holly MacDonald for a two-year term to the Amherst Board of Police Commissioners ending March 31, 2023 and March 31, 2024 respectively.

**BACKGROUND:** The Police Commission Bylaw sets out the membership requirements, which includes two community volunteers for one year terms and one community volunteer for a two year term. Two citizen terms are expiring on March 31, 2022 (Pettigrew and Wells).

**DISCUSSION:** We advertised for expressions of interest to serve on the Board. This resulted in 8 expressions of interest.

**FINANCIAL IMPLICATIONS:** As these are volunteer positions there are no financial implications.

**COMMUNITY ENGAGEMENT:** The ad seeking expressions of interest appeared in the Amherst Newspaper on February 23, 2022 with a March 11, 2022 deadline for applications. The ad was also posted on our website and was promoted through our social media channels (facebook and twitter)

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications.

**ALTERNATIVES:** Appointments are necessary as these citizen appointments expire March 31, 2022.

**ATTACHMENTS:**

- Bylaw Respecting the Amherst Board of Police Commissioners, C-1
- Ad soliciting expressions of interest

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



## NOTICE OF PUBLICATION

SUBJECT: Amherst Board of Police Commissioners By-law, C-1

NOTICE IS HEREBY GIVEN that Amherst Town Council, at a meeting held on December 20, 2010, adopted a By-law Respecting the Board of Police Commissioners for the Town of Amherst, C-1.

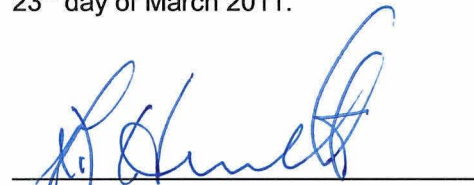
The new by-law repeals and replaces the Town of Amherst By-law to Establish the Amherst Police Commission approved by Council in January 1977 and amended in February 1984 and December 1994.

The new by-law clarifies terms of board member appointments and attendance at commission meetings, increases the board membership from five to seven, and includes housekeeping amendments to bring the wording in compliance with current legislation.

Copies of the new by-law may be inspected at the office of the Town Clerk, Confederation Memorial Building, Ratchford Street, during regular business hours. The by-law can also be viewed on the Town's web page at [www.amherst.ca](http://www.amherst.ca)

THIS IS TO CERTIFY that the foregoing is a Notice of Publication regarding the adoption of the above Town of Amherst By-Law as published in the local newspaper on March 23, 2011.

GIVEN under the hand of the Town Clerk and under the seal of the Town of Amherst this 23<sup>rd</sup> day of March 2011.



\_\_\_\_\_  
Gregory D. Herrett, CA  
Town Clerk and Chief Administrative Officer

# Town of Amherst

## A BYLAW RESPECTING THE BOARD OF POLICE COMMISSIONERS FOR THE TOWN OF AMHERST

BE IT ENACTED by the Council of the Town of Amherst, under the authority of the Police Act, Chapter 31, ACTS OF NOVA SCOTIA 2004.

### Short Title

- 1 This By-Law shall be known as the “Amherst Board of Police Commissioners By-Law”.

### Definitions

- 2 In this By-Law
  - (a) “Board” means the Board of Police Commissioners for the Town of Amherst
  - (b) “Council” means the Council for the Town of Amherst.
  - (c) “Chief of Police” means the Chief of Police of the Amherst Police Department.
  - (d) “Amherst Police Department” means the Chief and members of the municipal police force of the Town of Amherst.
  - (e) “Minister” means the Minister of Justice for the Province of Nova Scotia

### Board Established

- 3 The Council establishes the Board of Police Commissioners for the Town of Amherst, with membership as follows:

One Year Term	Two community volunteers
Two Year Term	One member of Council One Community Volunteer
Three Year Term	Two members of Council
Other	One Ministerial appointment

## Membership

4

- (a) The member of the Board appointed by the Minister shall be appointed pursuant to subsection 44(4)(c) of the Police Act.
- (b) The members of the Board appointed by Council shall be appointed pursuant to subsections 44(4)(a) and (b) of the Police Act.
- (c) Dismissal of members of the Board shall be carried out in accordance with subsection 44(7)(a) with regard to a member appointed by the Minister and subsection 44(7)(b) with regard to members appointed by Council.
- (d) An absence from two consecutive meetings without just cause as determined by the chair and Board members shall be cause for the replacement of a member appointed by Council.
- (e) Where a vacancy occurs on the Board or where a member is unable to carry out his/her duties as a member of the Board by reason of illness or absence, Council shall appoint a replacement as soon as is practicably possible.
- (f) The members of the Board appointed from Council shall serve without remuneration.
- (g) The Board shall, at its first meeting each calendar year or as soon as practicable thereafter, choose its chairperson and vice-chairperson.
- (h) The chairperson shall preside at all meetings of the Board and in his/her absence the vice-chairperson shall preside.
- (i) Should the chair become vacant due to resignation or replacement, an election for the Chair shall be held within 60 days of such vacancy occurring.

## Procedure

5

- (a) The Board shall conduct its business according to the bylaws, regulations and policies established by Amherst Town Council, the Amherst Board of Police Commissioners, the Police Act and, where applicable the Municipal Government Act.

- (b) The Board shall hold a meeting at least every three months. The Board may meet in camera at any time on 24 hours notice by the Chairperson or any two members or at any time with unanimous consent of all members concerning all matters relating to discipline, personal conduct, contract negotiations and security of the police operations.
- (c) A majority of the members of the Board shall constitute a quorum.
- (d) The Chief Administrative Officer of the Town or his appointee, shall be the Secretary to the Board and shall have charge of all minutes, records and accounting procedures to be followed and maintained by the Board.

### **Chief Officer**

- 6 (a) The Chief of Police shall be appointed by the council, and following a year's period of probation, may not be suspended, dismissed or otherwise disciplined except with cause, and in such event, he shall have the right to appeal, within fifteen days of such disciplinary action, to the Chairman of the Nova Scotia Police Commission. The Commission shall conduct a hearing therein and may confirm, overrule, or modify such action and its decision therein, shall be final.
- (b) The Chief of Police shall advise the Board with respect to the provision of efficient and effective municipal police service delivery. S/he may, in consultation with the Board, undertake in a timely manner research, strategic planning, policy development and implementation, and the reporting of results in response to inquiries by the Board pertaining to its community governance responsibilities as defined in the Police Act.
- (c) The Chief of Police and/or the Deputy Chief of Police shall whenever requested by the Chairman and where practicable attend meetings of the Board, whether public or in-camera.
- (d) The Chief of Police or his Deputy shall be in charge of the management, direction and control of the day to day operation of the police force, including the enforcement of law and the maintenance of discipline within the force. Should such discipline, in the opinion of the Chief Officer, require that an employee be dismissed, such dismissal shall be by the Board on the recommendation of the Chief Officer.

## Board Powers

- 7
- (a) The Board shall conduct its responsibilities in accordance with the requirements established by the Police Act,
  - (b) The Board shall, each year, submit to the council for its consideration and approval its estimates of all monies required for the year to pay the remuneration of the members of the police force and staff and to pay for the accommodation, arms and equipment and other things for the use and maintenance of the force.
  - (c) All collective agreements or other agreements with members of the police force or its bargaining agent shall be contracted in the name of the Town of Amherst, and the Town of Amherst shall be the employer of all members of the police force.
  - (d) The Board shall submit all requests for all capital equipment proposed to be purchased to the council, together with the recommendation of the Board for the purchase consideration in accordance with the purchasing policy of the Town of Amherst.
  - (e) The Board shall have the jurisdiction without interference by the Council over all matters relating to the enforcement of all criminal law, federal statutes, provincial statutes, and Town by-laws and ordinances.
  - (g) The Board shall further have jurisdiction over all matters relating to the enforcement of provincial statutes having local effect and Town by-laws and ordinances, but Council shall have the right to request the enforcement of such statutes or by-laws as may be required for the proper administration thereof within the Town.
  - (h) The Chief of Police or his designate shall give all necessary orders, directions and instructions to the police force and no Board member, other than the Chair or his or her designate except when communicating a decision of the Board, shall issue any order, direction or instruction to any member of the police force relative to his duties as a member of the force.

## General

- 8
- The Chief Administrative Officer and the Chief of Police shall be members of any committee appointed for the purpose of negotiating a collective agreement with any union representing members of the Town police force.

- 9 The Town of Amherst By-Law to Establish the Amherst Police Commission, By-Law Number C-1 approved by Council on January 18, 1977 and amended on February 20, 1984 is hereby repealed.

**Clerk's Annotation for Official By-Law Book**

Date of First Reading: 29 November 2010

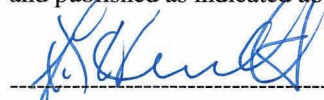
Date of Notice of Intent to Consider: 6 December 2010

Date of Second Reading: 20 December 2010

\*Date of Advertisement/Notice of Publication\* to be published following ministerial approval

Date of mailing to Minister a certified copy: 21 December 2010

I certify that this **By-Law Respecting the Amherst Board of Police Commissioners, C-1** was adopted by Council and published as indicated above.



21 December 2010

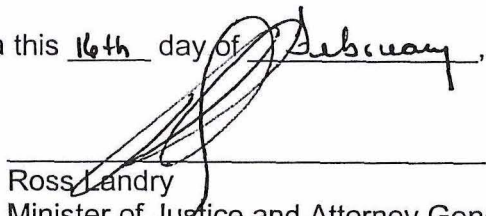
Gregory D. Herrett, CA Date  
Town Clerk and Chief Administrative Officer

\*Effective Date of the By-Law unless otherwise specified in the text of the By-Law.

MINISTERIAL APPROVAL

Pursuant to subsection 55(2) of the *Police Act*, S.N.S. 2004, c.31, I hereby approve they bylaws for the Amherst Municipal Board of Police Commissioners, attached hereto as Schedule "A".

Dated at Halifax Regional Municipality, Nova Scotia this 16th day of February, 2011.

  
\_\_\_\_\_  
Ross Landry  
Minister of Justice and Attorney General

Service Nova Scotia  
and Municipal Relations

Approved this 10<sup>th</sup> day  
of March 2011.

  
\_\_\_\_\_  
Minister of Service Nova Scotia and Municipal Relations



## **TOWN OF AMHERST**

### **Amherst Board of Police Commissioners**

### **Citizen Appointments**

The Town of Amherst is looking for interested citizens to fill two appointments on the Amherst Board of Police Commissioners, effective April 1, 2022.

The role of the Police Commission is to act as a liaison between the Amherst Police Department and Amherst Town Council. It is a link between the community and the police with a mandate to balance the requirements of public accountability and those of police independence. To be a candidate for appointment as a board member, a person must demonstrate all of the following qualifications to the satisfaction of Council:

- Resident within the Town of Amherst;
- Possess a knowledge of community issues;
- Be of good character;
- Possess the skills and abilities to make the commitment of time and effort required to carry out Board responsibilities; and
- Consent to criminal record and background checks.

Please provide a written letter of your background and interests to Kimberlee Jones, Municipal Clerk, PO Box 516, 98 East Victoria Street, Amherst, NS B4H 4A1 or by email to [kjones@amherst.ca](mailto:kjones@amherst.ca)

All applications must be received by Friday, March 11, 2022 at 4:30 p.m.

# SYNOPSIS

## Resolution to Permit Export of Materials by GFL Environmental Inc.

---

At the January 2022 Council meeting a resolution was passed to permit the export of solid waste.

We received an email from the lawyers who handled the sale advising that when we closed the sale of the landfill to GFL, they requested that the resolutions passed exempting GFL be reconfirmed post-closing. This is because the original exemptions were granted at the same meeting as the second reading.

As such, this resolution/motion is being brought back to Council. Both Cumberland and Oxford are doing the same. This is merely a housekeeping matter.

That Council, considering the amendment to the solid waste by-law was given second reading on January 24, 2022 and notice of publication in the Cumberland Wire on January 26, 2022, now ratify the motion made on January 24, 2022 as follows:

### **MOTION:**

**That Council authorize the exportation or removal of solid waste material generated within the Town of Amherst outside the boundaries of Cumberland County by GFL Environmental Inc. effective February 1, 2022 pursuant to articles 18 and 19 of the Solid Waste Bylaw.**

---

**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Jason MacDonald, Chief Administrative Officer

**DATE:** January 24, 2022

**SUBJECT:** Resolution to permit export of materials by GFL Environmental Inc

---

**ORIGIN:** Ongoing activities to adhere to the requirements for closing the agreements to give effect to the sale of the assets of the Cumberland Central Landfill and Septage Facility require further an amendment to the Waste Resource Benefits Agreement.

**LEGISLATIVE AUTHORITY:** MGA sections 47(1) states “The council shall make decisions in the exercise of its powers and duties by resolution, by policy or by by-law”.

**RECOMMENDATION:** That Council authorize the exportation or removal of solid waste material generated within the Town of Amherst outside the boundaries of Cumberland County by GFL Environmental Inc. effective February 1, 2022 pursuant to articles 18 and 19 of the Solid Waste Bylaw.

**BACKGROUND:** The partner municipalities of the CJSMA have agreed to sell the assets of the Cumberland Central Landfill and the agreement specifically allows the purchaser to export solid waste. This is required as part of the purchaser’s business plan.

**DISCUSSION:** The purchaser has requested additional by-law amendments to ensure (i) continuity of flow-control of Solid Waste to the facility in Little Forks and (ii) to expressly provide export rights for the purchaser after the sale of the facility. With those amendments now considered a resolution will be required to permit GFL to export waste – the resolution is included in the recommendation above.

**FINANCIAL IMPLICATIONS:** The changes are necessary to complete the agreement to sell the assets of the Cumberland Central Landfill.

**ENVIRONMENTAL IMPLICATIONS:** The sale of the landfill assets ensures ongoing compliance with the regulatory requirement of landfill operation set out by Nova Scotia Environment.

**SOCIAL JUSTICE IMPLICATIONS:** There are none



**COMMUNITY ENGAGEMENT:** via our Council Media Release and the information will also be contained on our website.

**ALTERNATIVES:** Although the alternative exists to decline to approve the resolution, it would put the Municipality and its partners in the position of failing to honor the terms of the agreement with the purchaser.

**ATTACHMENTS:**

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Report prepared by:  
Report and Financial approved by:



## RESOLUTION

Therefore be it resolved

**Resolution to Permit Export of Materials by GFL Environmental Inc.**

**Moved By Councillor Emery**

**Seconded By Councillor Landry**

**That Council authorize the exportation or removal of solid waste material generated within the Town of Amherst outside the boundaries of Cumberland County by GFL Environmental Inc. effective February 1, 2022 pursuant to articles 18 and 19 of the Solid Waste Bylaw.**

**Motion Carried**

**THIS IS TO CERTIFY** that the foregoing is a true copy of a Resolution duly passed at a duly called meeting of the council of the Town of Amherst held on the 24th day of January A.D., 2022.

**GIVEN** under the hand of the Clerk and under the corporate seal of the Town of Amherst this 24th day of January A.D., 2022.

  
\_\_\_\_\_  
Kimberlee Jones, Municipal Clerk



# SYNOPSIS

## Setting of the Mandatory Provincial Contribution Area Rate

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The setting of the Mandatory Provincial Contribution Area Rate provides funding for provincial services the Town is mandated by the province to pay for. They include amounts for Education, Property Valuation Services Corporation (PVSC) Assessment Services, Correctional Services, Housing and the Library.

The Budget Management Policy states in section 15 that Council will consider setting the Mandatory Provincial Contribution Area Rate by the end of February each year based on the available information from the province at the time and will communicate it to the public through social media. This year, the rate was delayed until March due to the lead time required to determine best estimates for the mandatory provincial expenditures.

The rate is made up of:

Education	\$1,643,211
PVSC Assessment Services	\$ 112,038
Correctional Services	\$ 110,753
Housing	\$ 291,411
Library	\$ 87,299

There is no change in this rate for the 2022-23 fiscal year. While the town collects the funds, the money is sent directly to the province.

### **MOTION:**

**That the setting of the Mandatory Provincial Contribution Area Rate at \$0.402 for the 2022-23 fiscal year be approved.**



## AMHERST TOWN COUNCIL

RFD# 2022019

Date: March 28, 2022

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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Sarah Wilson, Senior Accountant/Acting Treasurer

**DATE:** March 28, 2022

**SUBJECT:** **Setting the Mandatory Provincial Contribution Area Rate**

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**ORIGIN:** Budget Management Policy 03450-04.

**LEGISLATIVE AUTHORITY:** Town of Amherst Budget Management Policy 03450-04 and the MGA section 75 which authorizes the levying of area rates.

**RECOMMENDATIONS:** That the setting of the Mandatory Provincial Contribution Area Rate at \$0.402 for the 2022-23 fiscal year be approved.

**BACKGROUND:** The setting of the Mandatory Provincial Contribution Area Rate provides funding for provincial services the Town is mandated by the province to pay for. They include amounts for Education, Property Valuation Services Corporation (PVSC) Assessment Services, Correctional Services, Housing and the Library.

The Budget Management Policy states in section 15 that Council will consider setting the Mandatory Provincial Contribution Area Rate by the end of February each year based on the available information from the province at the time and will communicate it to the public through social media. This year, the rate was delayed until March due to the lead time required to determine best estimates for the mandatory provincial expenditures.

There is no change in this rate for the 2022-23 fiscal year.

**DISCUSSION:** The following assumptions were made for each of the components of the Mandatory Provincial Contribution Area Rate:

- a) Education** – The Town is required to provide funding to the Chignecto Central Regional Centre for Education under the Education Act. This mandatory education contribution is set by the Province of NS and is based on the Town's share of the Uniform Assessment.

Uniform assessment for 2022-23 is \$539,111,120 (2021-22 \$534,722,261). The education rate has not been set yet by the province. However, the rate of 0.3048 has not changed in 10 years. If the rate does not change again this year, education costs to the Town for 2022-23 will be \$1,643,211, an increase of \$13,378.



**b) PVSC Assessment Services** – The Town is required to provide funding to pay a share of the cost of operating the provincial assessment system. The Town pays a portion of the total Property Valuation Services Corporation costs, based on the Town's share of the Uniform Assessment and the Town's share of assessment accounts across the province.

The Town has received its 2022-23 funding contribution from PVSC and it will be \$112,038. Since our budget figure for 2021-22 was higher than actual last year, this results in a budget decrease of \$6,622.

**c) Correction Services** – The Town is required to make a mandatory contribution to the province to fund the cost of correctional services. The contribution is set by the Province of Nova Scotia and is based on the Town's share of the Uniform Assessment and the Town's share of dwelling units across the province.

Our share of correction services costs will not be known until the Provincial budget is set. Last year the actual came in at \$109,656 compared to a budget of \$112,433, a savings of \$2,777. The calculation for corrections is linked to Uniform Assessment (which increased by 0.82%) so for the 2022-23 fiscal year we have calculated a 1% increase based on last year's actual for a 2022-23 budget figure of \$110,753. Since our budget figure for 2021-22 was higher than actual last year, this results in a budget decrease of \$1,680.

**d) Housing** – The Cobequid Housing Authority administers and manages public non-profit housing for seniors and families on low incomes within the Town. The Town is required to fund a portion of the prior year deficit of the Cobequid Housing Authority annually.

The Housing Authority has provided its budget for the current fiscal year. Amherst's share based on their budget would be \$291,302. The actual amount will be based on their actuals and not this budget figure. Actuals will not be known for some time. This represents a budget increase of \$72,166 for Housing.

In 2021-22 Amherst's share of the Authority's budget was \$219,245, however actuals came in at \$246,897. There will need to be a withdraw from the Mandatory Provincial Contribution Area Rate Reserve in 2021-22 to cover this increase in expense. If the 2022-23 actuals come in more than budget we will withdraw the funds from the Reserve if required.

The budget in SAP for Housing is \$291,411 for 2022-23 this is the \$291,302 figure provided by the Housing Authority plus \$109 that is required to make the Mandatory Provincial Contribution Area Rate balance to the exact amount required for funding this rate. Although this additional amount is minimal it was added to the Housing budget as it is the line with the most uncertainty.

**e) Library** – The Town is required to fund the Cumberland Public Library pursuant to a formula determined by the Province of Nova Scotia. The Town does not share in any surplus or deficits. In addition, the Town provides funds for the operating and maintenance of the library building which is included in the General Rate.

The expense for the regional library will remain the same in 2022-23 as prior year at \$87,299. This amount has been confirmed by the regional library.

Town of Amherst					
Mandatory Provincial Contribution Area Rate					
		2021/22 Projected Actuals	2021/22 Approved Budget	2022/23 Proposed Budget	Budget Change
\$0.01 on Tax Rate =			\$ 53,825	\$ 55,839	\$ 2,014
<b>Mandatory Provincial Contributions Area Rate</b>					
Education	\$	1,629,828	\$ 1,629,833	\$ 1,643,211	\$ 13,378
Corrections		109,656	112,433	110,753	(1,680)
Housing		246,897	219,245	291,411	72,166
PVSC - Assessment		114,553	118,660	112,038	(6,622)
Library		87,299	87,299	87,299	-
Transfer from Operating Reserve		-	(3,691)	-	3,691
<b>Total Mand Provincial Contributions Budget</b>	<b>\$</b>	<b>2,188,233</b>	<b>\$ 2,163,779</b>	<b>\$ 2,244,712</b>	<b>\$ 80,933</b>
<b>Mandatory Provincial Contributions Area Rate =</b>			<b>\$ 0.402</b>	<b>\$ 0.402</b>	<b>0.000</b>

**FINANCIAL IMPLICATIONS:** The Mandatory Provincial Contribution Area Rate will remain the same for the 2022-23 fiscal year.

For the 2021-22 fiscal year, the Mandatory Provincial Contribution Area Rate is projected to have a deficit of \$20,763 which is from the Housing expense coming in over budget while being slightly reduced by savings in Corrections and Assessment. This deficit will be funded from the Mandatory Provincial Area Rate Reserve in the Operating Reserve fund. This will bring the reserve ending balance at March 31, 2022 to \$24,873.

	Final Audited Balance 31-Mar-21	Proposed 2021/22 Transactions		Proposed Final Balance 31-Mar-22	Proposed 2022/23 Transactions		Proposed Balance 31-Mar-23
		Additions	Withdrawals		Additions	Withdrawals	
<b>OPERATING RESERVE</b>							
Reserve Mandatory Provincial Contribution Area Rate	49,327			24,873			24,873
21/22 Operating - transfer to balance area rate			3,691				
21/22 Operating - funding Housing deficit which came in over budget			20,763				

**COMMUNITY ENGAGEMENT:** Communications will be coordinated by Corporate Communications Officer including media releases, the Town's website and social media.

**ENVIRONMENTAL IMPLICATIONS:** None

**SOCIAL JUSTICE IMPLICATIONS:** None

**ALTERNATIVES:**

1. Wait until the figures are released by the Province for Education and Corrections before the Mandatory Provincial Contribution Area Rate is set.

**ATTACHMENTS:**

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Report prepared by: Sarah Wilson, Senior Accountant/Acting Treasurer  
 Report and Financial approved by: Sarah Wilson, Senior Accountant/Acting Treasurer

**Town of Amherst**  
**Mandatory Provincial Contribution Area Rate**

---

	2021/22 Projected Actuals	2021/22 Approved Budget	2022/23 Proposed Budget	Budget Change
<b>\$0.01 on Tax Rate =</b>		\$ 53,825	\$ 55,839	\$ 2,014

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**Mandatory Provincial Contributions Area Rate**

Education	\$ 1,629,828	\$ 1,629,833	\$ 1,643,211	\$ 13,378
Corrections	109,656	112,433	110,753	(1,680)
Housing	246,897	219,245	291,411	72,166
PVSC - Assessment	114,553	118,660	112,038	(6,622)
Library	87,299	87,299	87,299	-
Transfer from Operating Reserve	-	(3,691)	-	3,691
<b>Total Mand Provincial Contribution</b>	<b>\$ 2,188,233</b>	<b>\$ 2,163,779</b>	<b>\$ 2,244,712</b>	<b>\$ 80,933</b>
<b>Mandatory Provincial Contributions Area Rate =</b>		<b>\$ 0.402</b>	<b>\$ 0.402</b>	<b>0.000</b>

---

COST CENTER:PREVIOUS 3 YEAR ACTUAL/CURRENT YEAR ACTUAL/CURRENT YEAR NEXT YEAR BUDGET COMPARISON

Cost element group      MUN2            MUN2  
 Cost Center Group      MANDAREA    Mandatory Provincial Contr Area Rate  
 Periods Reported:        1 to 12  
 Comparison Years:      2021/2022 and 2022/2023  
 Plan Version:            0    Plan/Act - Version  
 Plan Version Compare:   3    Play  
 Date of Report:           03/14/2022

Cost elements/Cost centers	2018/2019	2019/2020	2020/2021	2021/2022	2021/2022	2022/2023	Change 2021 to 2022 Budget	
	Actual	Actual	Actual	Actual	Budget	Budget	Amount	% Change
*** 4000 RESIDENTIAL TAXE	1,112,735.00-	1,143,401.00-	1,112,436.00-	1,154,198.00-	1,154,198-	1,207,523-	53,325-	4.6
*** 4010 TAXES COMMERCIAL	994,944.00-	983,104.00-	1,009,581.00-	1,009,581.00-	1,009,581-	1,037,189-	27,608-	2.7
*** 4730 TRAN-FR OPER RES		13,137.92-		3,691.00-	3,691-		3,691	100.0-
**** Gross revenues	2,107,679.00-	2,139,642.92-	2,122,017.00-	2,167,470.00-	2,167,470-	2,244,712-	77,242-	3.6
* 9470 ASSESSMENT SERVI	117,012.20	117,259.92	116,333.36	114,553.52	118,660	112,038	6,622-	5.6-
* 9600 PROV.CORRECTIONS	114,033.00	112,412.00	110,229.00	109,656.00	112,433	110,753	1,680-	1.5-
* 9610 REGIONAL HOUSING	192,792.50	248,767.00	195,599.00	246,896.78	219,245	291,411	72,166	32.9
* 9620 REGIONAL LIBRARY	61,820.00	61,820.00	61,820.00	87,299.00	87,299	87,299		
* 9630 REG. SCHOOL BOAR	1,600,740.00	1,599,384.00	1,596,852.00	1,629,828.00	1,629,833	1,643,211	13,378	0.8
** Unconditional Transfer	2,086,397.70	2,139,642.92	2,080,833.36	2,188,233.30	2,167,470	2,244,712	77,242	3.6
*** Fiscal Services	2,086,397.70	2,139,642.92	2,080,833.36	2,188,233.30	2,167,470	2,244,712	77,242	3.6
**** Expenditures	2,086,397.70	2,139,642.92	2,080,833.36	2,188,233.30	2,167,470	2,244,712	77,242	3.6
***** Total	21,281.30-		41,183.64-	20,763.30				

# SYNOPSIS

## CANU Lease Agreement

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In October 2015 CANU made a request asking to see the vacant office space on the second floor of the library and to possibly negotiate a lease agreement. CANU had explored various rental opportunities in downtown Amherst however none met their needs. The Town had previously leased a portion of the second floor of the Library to the School Board for adult learning so the configuration of the space worked well for CANU. The Town and CANU formalized the first lease in January of 2016.

Subject to clause 2.6 of the current Lease Agreement, CANU wish to exercise their option to renew the lease. The term of the renewed lease shall be retroactive to January 1, 2022 for a term of five years, and end on December 31, 2026.

### **MOTION:**

**That Council approve the lease agreement between CANU and the Town of Amherst and authorize the Mayor and CAO to sign on behalf of the Town.**

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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Aaron Bourgeois, Director of Operations

**DATE:** March 28, 2022

**SUBJECT:** CANU Lease Agreement Renewal

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**ORIGIN:** Expiration of the current lease agreement with the Cumberland Adult Network for Upgrading (CANU) located on the second floor of the library at 21 Acadia Street.

**LEGISLATIVE AUTHORITY:** MGA Section 51 concerning the sale or lease of municipal property.

**RECOMMENDATION:** That Council approve the lease agreement between CANU and the Town of Amherst and authorize the Mayor and CAO to sign on behalf of the Town.

**BACKGROUND:** In October 2015 CANU made a request asking to see the vacant office space on the second floor of the library and to possibly negotiate a lease agreement. CANU had explored various rental opportunities in downtown Amherst however none met their needs. The Town had previously leased a portion of the second floor of the Library to the School Board for adult learning so the configuration of the space worked well for CANU. The Town and CANU formalized the first lease in January of 2016.

**DISCUSSION:** Subject to clause 2.6 of the current Lease Agreement, CANU wish to exercise their option to renew the lease. The term of the renewed lease shall be retroactive to January 1, 2022 for a term of five years, and end on December 31, 2026. The lease agreement is for 2,444 square feet of dedicated space and 403 square feet of space shared with the library. The rent paid to the Town under the lease agreement is made up of a base amount of \$6.00 per square foot plus 21.3 % of key operating costs related to the building.

A termination clause has been added to the agreement which would allow either party to terminate the lease with 12 months written notice.

**FINANCIAL IMPLICATIONS:** CANU will pay a monthly lease of \$2,466.99. plus HST (\$29,603.88 annually) for the space. The monthly lease payment is comprised of \$1,423.50 base rate plus \$1043.49 share of operating expenses. This represents a slight increase in lease payments of \$14.10 per month to cover increased operating expenses.





## AMHERST TOWN COUNCIL

RFD# 2022020

Date: March 28, 2022

**SOCIAL JUSTICE IMPLICATIONS:** CANU is a non-profit organization dedicated to helping adults in Cumberland County improve their literacy, and technology skills. Their mandate is to work with adults 19 years of age and older who do not have a high school diploma and have been out of school for at least one year.

All of their programs are provided free of charge.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications as a result of entering into this agreement.

**COMMUNITY ENGAGEMENT:** There is no community engagement contemplated at this time

### **ALTERNATIVES:**

1. Approve the lease agreement with changes.
2. Refer the lease agreement back to staff for further negotiations with CANU.
3. Do not renew the lease and look for other municipal uses for the space.

### **ATTACHMENTS:**

Draft Lease Agreement

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Report prepared by: Aaron Bourgeois, Director of Operations

Report and Financial approved by:



**THIS LEASE** made this \_\_\_\_ day of \_\_\_\_\_, 20~~22~~<sup>16</sup>

**BETWEEN:**

**THE TOWN OF AMHERST**

(Hereinafter referred to as the "Landlord")

- and -

**CUMBERLAND ADULT NETWORK FOR UPGRADING**

(Hereinafter referred to as the "Tenant")

**WITNESSES AS FOLLOWS:**

**Article 1 - Basic Terms and Definitions**

**1.1 Basic Terms**

- (a) Landlord: Town of Amherst  
Address: 98 East Victoria Street, Amherst, Nova Scotia, B4H 1X6
- (b) Tenant: Cumberland Adult Network for Upgrading (CANU)  
Address: Amherst, Nova Scotia
- (c) Building: 21 Acadia Street, Amherst, Nova Scotia
- (d) Premises: 2<sup>nd</sup> Floor, (approx.. 2847 of floor area), 21 Acadia Street, Amherst, NS
- (e) Leased Premises: 2444 sq. ft. of Dedicated Space together with an area to be shared with Cumberland Regional Library Board equalling 1072 Sq. Ft. of Shared Space. The Tenant shall pay 100% of the Rent and Operating Costs of the Dedicated Space and 37.6% of the Rent and Operating Costs of the Shared Space (403 sq. ft.). The Landlord and Tenant covenant that the calculated Tenant's share of the Operating Costs of the Building is 21.3% and which percentage shall not be subject to arbitration. The Landlord's estimation of the Tenant's share of Operating costs is attached hereto as Schedule "C".
- (f) Term The Lease term is five years. The Tenant may extend the Lease for a further Five Year Term in accordance with the Renewal Provisions in Section 2.6

Commencement Date: January 1, 20~~22~~<sup>16</sup>

End of Term: December 31, 20~~26~~<sup>21</sup>

(g) Rent:

<u>Period</u>	<u>Per Sq.Ft./Year</u>	<u>Per Year</u>	<u>Per Month</u>
Jan 1/ <del>2246</del> – Dec 31/ <del>2624</del>	\$6.00	\$17,082.00	\$1,423.50

- (h) Permitted Use: Administrative offices, education classrooms, Common Area and Shared Space of the Tenant.
- (i) Lease Year: The Lease Year runs from January 1<sup>st</sup> of each year to December 31<sup>st</sup> of the same year.
- (j) Termination - Either party may terminate the Lease with cause upon ninety (90) days' notice in writing.
- (k) HST: HST shall be paid in addition to Rent and Operating Costs.
- (l) Schedules Forming Part of this Lease:

Schedule "A" – Leased Space Calculation and Operating Budget Costs

## 1.2 Definitions

In this Lease, the following terms have the following respective meanings:

- (a) "Building" means the building located at the address set out in Section 1.1(d)
- (b) "Shared Space" means those areas of the Building which serve or are for the benefit of all tenants of the Building and includes the lobby and entrances;
- (c) "Lands" means the land on which the Building is located;
- (d) "Operating Costs" means the total of all costs and expenses attributable to the maintenance, repair, and operation of the building and Leased Premises including, without limiting the generality of the foregoing:
- (i) 100% of all costs for maintenance and repairs to the Dedicated Space including painting, drywall, flooring, ceilings, glazing, electrical and data fixtures and outlets, doors and hardware;
  - (ii) 37.6% of the costs for maintenance and repair of the Shared Space including painting, drywall, flooring, ceilings, glazing, electrical and outlets, doors and hardware. and of the costs of the maintenance contracts for the elevator and heat pumps for the second floor of the Building;
  - (iii) 21.3% (calculated per Schedule "A") of the costs of electric power, water, sewer, solid waste removal, parking lot snow removal, security system, and of the costs

of the contracts for the elevator and heat pumps for the second floor of the Building; the cost of maintaining and repairing all equipment and materials used in connection with any of the foregoing and including all costs incurred by the landlord in maintaining insurance with respect to the Lands and Building.

- (e) "Leased Premises" means that portion of the Building to be occupied by the Tenant including the Shared Space and Dedicated Space;
- (f) "Dedicated Space" include that part of the second floor east of the Cumberland Regional Library premises and the men's washroom including 3 classrooms, 3 offices, storage area, washroom and common area together with adjacent corridors; and
- (g) "Shared Space" means the area on the second floor of the Building to be shared between the Tenant and the Cumberland Regional Library Board (or it's successors) including the washrooms, janitorial closet and the corridor and stairwell by the kitchen.

## **Article 2 – Possession and Terms**

### **2.1 Demise**

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord, the Leased Premises.

### **2.2 Measurement**

The Landlord and Tenant acknowledge that the area of the Leased Premise and the Shared Space are as set out in the Lease and that the percentage of Operating Costs payable by the Tenant are agreed by the parties hereto and that they are not subject to change or amendment.

### **2.3 Term**

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(f) and end on the date set out in Section 1.1(f), unless terminated earlier pursuant to this Lease.

### **2.4 Delay in Possession**

Should the Tenant be delayed by any fault of the Landlord or any other reason (other than the fault of the Tenant) in taking possession of the Premises on the Commencement Date, then an only then shall the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. Such postponement shall be full settlement of any claims the Tenant might have against the Landlord for such delay.

### **2.5 Over Holding**

If, at the expiration of the initial Term or any subsequent renewal or extension, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only and may be terminated by either party on one (1) months' notice. Rent and Operating Costs shall be payable as provided herein and the Lease in all other respects shall be as provided herein, so far as applicable, such monthly tenancy.

## 2.6 Renewal or Extension

The Tenant has the option to renew the Lease for one further Five (5) Year Term with terms identical to this Lease. The Tenant is obligated to give the Landlord notice in writing on or before the 1st day of October, 2026 of its intention to renew the Lease. Should the Tenant choose to renew this Lease, the Term shall commence on January 1<sup>st</sup>, 2027 for a term of five years, and end on December 31<sup>st</sup>, 2031.

## 2.7 Right To Terminate

At any time during the Term or any renewal thereof, either the Landlord or the Tenant may terminate this lease upon written notice to the other party without obligation or liability. Such termination notice shall be given at least twelve (12) months prior to the effective date of termination. On the effective date, the Tenant shall deliver up vacant possession of the Premises in accordance with its obligations under this lease

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## Article 3 – Financial Requirements

### 3.1 Covenant to Pay

The Tenant covenants to pay the Rent and Operating Costs as provided in this Lease. The Rent and Operating Costs to be paid by the Tenant to the Landlord hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.

### 3.2 Rent

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, in lawful money of Canada, without any prior demand, as annual Rent, the annual sum(s) set out in Section 1.1(g) in equal monthly installments in advance in the amounts set out in Section 1.1(g), on the first day of each and every month during the Term.

### 3.3 Operating Costs in Monthly Installments

In addition to the Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term, pay to the Landlord, in lawful money of Canada, the Tenant's Proportionate Share of the Operating Costs of the building concurrently with the payment of Rent.

### 3.4 Realty Taxes

The Landlord acknowledges that there are no Real Property taxes assessable in regards to the Building.

### **3.5 Payment**

Prior to commencement of each Lease Term, the Landlord shall estimate the amount of the annual Operating Costs for the facility and notify the Tenant in writing of such estimate, providing reasonable details as to the breakdown and calculation thereof. The amount so estimated shall be payable in equal monthly installments in advance on the first of each and every month over the Lease Term such that the Landlord will have in its hand an amount sufficient to pay each installment. At the end of each Lease Term, the Landlord shall re-estimate the amounts payable for the next Lease Term. In the event of a change, the Tenant shall pay in accordance with such estimates. The Tenant acknowledges that the estimated Operating Costs for the initial Lease Term is as set out in Schedule "B" annexed hereto.

### **3.6 Readjustment of Operating Costs**

Upon receiving formal notification from the tenant of their intention to renew the lease (Clause 2.6 , the Landlord shall project the Operating Costs for the next 5 years of the Lease, and shall so notify the Tenant, providing reasonable details as to the breakdown and calculation. The landlord may also adjust the Base Lease costs to reflect current market conditions in the Town of Amherst and notify the tenant accordingly.

### **3.7 Payment Method**

The Landlord may, at any time and from time to time, require the Tenant to provide the Landlord either: (a) a series of monthly post-dated cheques, each cheque in the amount of the monthly installment of Rent and estimated Operating Costs; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts. Upon a change in the estimated Operating Costs, the Landlord may require a new series of monthly post-dated cheques or new authorization and documentation if required.

### **3.8 Rent Past Due**

If the Tenant fails to pay any Rent or Operating costs when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%) from the time such Rent becomes due until paid by the Tenant.

## **Article 4 – Control and Operation of Building**

### **4.1 Building Operation and Repair**

The Landlord shall operate, maintain and repair the Building, its heating equipment and other service facilities to the extent required to keep the Building, equipment and facilities in a state of good repair and maintenance. For greater certainty:

- (a) The Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein; and

- (b) The Landlord shall, at its own expense, promptly make all repairs to the Building necessitated by structural defect or weakness in the design or construction thereof, including, without limitation, the roof and roofing, windows, interior concrete slab floors and exterior walls, and the replacement of the elevator and heat pumps provided that any such repairs necessitated as a result of any wilful or negligent act or omission of the Tenant, its agents, servants, contractors, employees, or others for whom the Tenant is in law responsible shall be at the cost of the Tenant.

#### **4.2 Water to Air Heat Pump Heating and Air Conditioning**

The Landlord shall, subject to the provisions of the Lease, provide sufficient heating and air-conditioning which heating and air conditioning is supplied by water to air heat pumps to maintain a reasonable temperature in the Premises at all times except during the making of repairs, which repairs the Landlord covenants to make with reasonable diligence.

#### **4.3 Tenant Requirements**

If the use by the Tenant or the installation of partitions, equipment or fixtures by the Tenant necessitates the re-balancing of the climate control equipment in the Premises, such re-balancing will be performed by the Landlord at the Tenant's expense, upon demand.

#### **4.4 Tenant's Responsibilities**

The Tenant shall maintain the Dedicated Space of the Leased Premises to the same standard as at the commencement of the Lease term, reasonable wear and tear excepted. The Tenant shall be responsible for repairs and maintenance within the Dedicated Space. The Landlord may from time to time carry out required repairs and the cost of these repairs shall be 100% reimbursed by the Tenant to the Landlord within 30 days of the delivery of copies of the invoices for repairs and maintenance completed.

#### **4.5 Use of Common Areas**

The Tenant shall have the right of non-exclusive use, in common with others entitled thereto, for their proper and intended purposes, of those portions of the Common Areas intended for the Common use by tenants of the building. At all times, the Tenant, the employee of the Tenant, the students and teacher of the Tenant, and persons lawfully requiring communication with the Tenant, shall have access to the Building and the Leased Premises and use of the elevator only in accordance with the security requirements of the Landlord. The Common Areas shall at times be subject to the exclusive management and control of the Landlord. The Landlord reserves the right from time to time, to make changes to the building as the Landlord shall from time to time determine, subject to the obligations of the Landlord to the Tenant, subject to the requirements of the Tenant as agreed herein, and subject to adjustment of the Tenant's pro-rated share of Operating Costs.

#### **4.6 Use of Shared Space**

That Tenant's staff and students shall share space on the same floor as the Leased Premises as shown on Schedule "A" hereof with the staff of the Cumberland Regional Library (or its successor tenant). This Shared Space is the kitchen, the second floor washrooms, the hallway adjacent to the kitchen, janitorial closet, washrooms, the elevator

and the stairway beside the kitchen. The Tenant shall be responsible to provide the paper towels, toilet paper and hand soap for the shared washrooms.

#### **4.7 Janitorial Services**

The Tenant shall provide janitorial services for the Dedicated Leased Premises at its own expense.

### **Article 5 – Use of Premises**

#### **5.1 Use of Premises**

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1(h) and for no other purpose.

#### **5.2 Observance of Law**

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Leased Premises or the use or occupation thereof, including, without limitation, police, fire and health regulators and any requirements of the fire insurance underwriter.

#### **5.3 Waste and Nuisance**

The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises or permit or suffer any overloading of the floors, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose.

### **Article 6 – Maintenance, Repairs and Alteration of the Premises**

#### **6.1 Maintenance and Repair of Premises**

The Landlord shall maintain and keep in good condition and substantial repair, order and condition the Shared Space and Common Areas. All repairs shall be in all respects equal in quality and workmanship to the original work and materials in the Premises, and shall meet the requirements of all authorities having jurisdiction, as well as the insurance underwriters.

#### **6.2 Inspection and Entry**

The Landlord, its servants and agents shall be entitled to enter on the Leased Premises at any time on reasonable notice for the purpose of making repairs and shall work with the Tenant to accommodate the Tenant's use of the Leased Premises. The Landlord, its servants or agents may at any time from time to time on a reasonable prior notice (and without notice in the event of an emergency) enter the Leased Premises to remove and article or remedy and condition which, in the opinion of the Landlord, would be likely to lead to the cancellation of any policy of insurance. The Landlord, its servants and agents shall take responsible precautions and attempt to schedule the work so as not to unreasonably interfere with the operation of the Tenant's business, teaching or study, and so as to minimize interference with the Tenant's use and enjoyment of the Premises.

#### **6.3 Repair Where the Tenant at Fault**

If the Building, including the Premises, the elevators, controls, pipes and other apparatus (or any of them) used for the purpose of heating, ventilation or air-conditioning or operating the elevators, or if the pipes, electric lighting or other equipment of the building are put in a state of disrepair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees, or others for whom the Tenant is in law responsible to, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant, who shall pay the same to the Landlord forthwith on presentation of the invoices for the repair costs.

#### **6.4 Signs**

The Landlord shall permit the Tenant to install signs within the Leased Premises, related Common Areas, and public areas and in a visible location to be mutually agreed upon, between the parties hereto, to the building exterior. The size, shape, style and colours of the signs in the Shared Space, Common Areas or the exterior of the building, are subject to the approval of the Landlord acting reasonably.

#### **6.5 Surrender of Premises**

At the expiration or earlier termination of this Lease or the renewal as the case may be, the Tenant shall peaceably surrender and give up unto the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term.

### **Article 7 – Insurance and Indemnification**

#### **7.1 Indemnity by Tenant**

The Tenant shall indemnify the Landlord and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by the Tenant of the Leased Premises or any part thereof, or due to or arising out of any breach by the Tenant of this Lease; provided however, that nothing herein contained shall constitute an indemnity by the Tenant for the wilful and negligent acts of the Landlord, its servants, agents, employees, contractors, and others for whom the Landlord is responsible at law.

#### **7.2 Tenant's Insurance**

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (a) such insurance as the Tenant deems appropriate for the personal property in the Building owned by the Tenant;
- (b) general liability insurance coverage for the Premises and the Shared Areas. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or clam of not less than two million dollars (\$2,000,000) and proof of such insurance to be supplied with the signed Lease.

## **Article 8 – Assignment and Subletting**

### **8.1 Assignment, Subletting**

The Tenant shall not affect any Assignment, Transfer or Sublet without the prior written consent of the Landlord. Any Transferee may only use the Leased Premises for the uses permitted herein. No consent or other dealing shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Rent and Operating Costs from the Transferee, Assignee, or Subtenant, and apply the net amount collected to the Rent hereunder. However, no such Transfer or collection from or acceptance of the Transferee as Tenant shall be deemed a waiver of this covenant.

### **8.2 No Advertising**

The Tenant shall not advertise that the Premises or any part thereof is available for assignment or sublease or occupancy, and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord.

## **Article 9 – Quiet Enjoyment**

The Tenant, on paying the Rent hereby reserved, and performing and observing the covenants and provisions herein contained on it part to be performed and observed, shall peaceably enjoy the Leased Premises for the Term.

## **Article 10 – Destruction or Damage to Building**

During the Term, if and when the Building is destroyed or damaged by fire, lightning, or other perils, including malicious damage, or by a natural catastrophe or by any other casualty, the following provisions shall apply:

- (a) if the damage or destruction is such that the Building is rendered unfit for occupancy or it is impossible or unsafe to use and occupy it, and if, in either event, the damage, in the sole opinion of the Landlord, notice of which is to be given to the Tenant in writing within thirty (30) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within one hundred and eighty (180) days after the happening of such damage or destruction, or if thirty percent (30%) or more of the Rentable Area of the Building is damaged or destroyed, the Landlord may terminate this Lease by giving notice in writing to the Tenant. Should the Landlord terminate this Lease as hereinbefore provided, the Term demised shall cease and be at an end as of the date of such termination (or at the date of such destruction or damage if the Premises could not be used a result), and the rents and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to such date;
- (b) in the event that the Landlord does not so terminate this Lease under Section 10.2(a), or in the event of lesser damage, the Landlord shall, at its expense, repair the building to base building standards, and the Rent shall abate from the date of the happening of

such damage or destruction until thirty (30) days after the Landlord has completed such repairs.

- (c) In performing any reconstruction or repair, the Landlord may effect changes in the building and its equipment and systems and minor changes in the location or area of the Premises; and
- (d) Notwithstanding anything else herein contained, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Building or the Premises or are not payable to or received by the Landlord, the Landlord may terminate this Lease on notice to the Tenant.

#### **10.2 – Fitness for Occupancy**

In the event of a dispute to the fitness for occupancy or as to the suitability of the Building and the Premises for the Tenant's business, the matter shall be submitted to an arbitrator in accordance with Article 12.4

#### **Article 11 – Default**

The following constitutes an Event of Default under this Lease:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, the Landlord may remove all persons and property from the Premises and store such property in such manner as the Landlord sees fit without notice to the Tenant;
- (b) to enter the Premises as agent of the Tenant and to re-let the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefore, and as agent of the Tenant, to take possession of any property of the Tenant on the Premises, to store such property of the Tenant at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant, and to make alterations to the Premises to facilitate its re-letting. The Landlord shall apply the proceeds of any such sale or re-letting first, to the payment of any expenses incurred by the Landlord with respect to any such re-letting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable; provided that the Tenant shall remain liable to the Landlord for any deficiency;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease. The Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default, and the Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;

- (d) the recovery from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' installment of Rent, all of which shall accrue on a day-to-day basis and shall immediately become due and payable as accelerated rent.

#### **11.1 Distress**

Notwithstanding any provision of this Lease or any provision of applicable legislation, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent arrears.

#### **11.2 Costs**

The Tenant shall pay to the all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

#### **11.3 Remedies Cumulative**

Notwithstanding any other provision of the Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

### **Article 12 – General**

#### **12.1 Force Majeure**

Notwithstanding any other provision contained in this Lease, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 12.2 shall not, under any circumstances, operate to excuse the Tenant from prompt payment of Rent and other charges payable under this Lease.

#### **12.2 Effect of Waiver or Forbearance**

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations in this Lease shall be or be deemed to be waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent.

### **12.3 Notices**

Any notice required or contemplated by any provision of this Lease shall be given in writing and addressed, in the case of the Landlord, to it at the address noted in Section 1.1(a) and in the case of the Tenant, to it at the address noted in Section 1.1(b), and delivered or sent by facsimile or by prepaid courier or by registered mail, postage prepaid, return receipt requested. The time of receipt of such notice, if mailed, shall be conclusively deemed to be the third business day after the day of such mailing unless regular mail service is interrupted by strikes or other irregularities. Such notice, if delivered or sent by facsimile, shall be conclusively deemed to have been received at the time of such delivery or the time of sending by facsimile.

### **12.4 Arbitration**

Any disputes concerning the interpretation or application of this agreement, including but not limited to the calculation of Operating Costs, shall be settled by the arbitration, of a single arbitrator appointed jointly by the Chief Administrative Officers of the parties hereto. If the parties are unable to agree on a single arbitrator, then either party may apply to a judge of the Supreme Court of Nova Scotia for the appointment of an arbitrator. The arbitrator so appointed, shall carry out such inquires and hold such hearings that he/she deems appropriate. The cost of the arbitrator shall be paid equally by the parties hereto. No costs shall be awarded by the arbitrator. The provisions of the Commercial Arbitration Act of Nova Scotia shall apply to any arbitration pursuant to the terms of this agreement.

### **12.5 Entire Agreement**

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relation to this Lease, save as expressly set out or incorporated by reference herein. This Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

### **12.6 Time of the Essence**

Time shall be of the essence of this Lease and every party thereof:

### **12.7 Successors and Assigns**

All rights, advantages, privileges, immunities, powers and things hereby secured to the Landlord and to the Tenant shall be secured to and exercisable by their successors and permitted assigns, as the case may be, and all covenants, liabilities and obligations entered into or imposed hereunder upon the Landlord and the Tenant shall be equally binding upon their successors and permitted assigns, as the case may be.



**Schedule "A"**

Space Calculation

Basic space using CANU needs and current configuration. (See plan attached)	2444 sf	
Shared Space (washrooms, elevator, corridor) <i>(Based on 37.6% of total shared with Lib. HO – 1072sq ft Total 2<sup>nd</sup> Floor space is 6500sf)</i>	403 sf	
<b>Total square feet leased</b>	<b>2847 sf</b>	
Lease rate	\$6.00 sf	
<b>Basic lease</b>		<b>\$17,082</b>

Share of operating cost calculation

Gross Building area	13350 sf
CANU Area	2847 sf
CANU share of floor area	21.3%

Operating cost for building based on 20 <del>20</del> 14 <i>(Includes Power, Maintenance, Insurance, Solid Waste And Snow Removal)</i>	<del>\$58,788.00</del> 57,994
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CANU share at 21.5%	<del>\$12,521.84</del> 12,352.72
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<b>Total Lease and Operating Costs</b>	<u><del>\$29,603.84</del> 29,434.72</u>
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<b>Monthly Lease and Operating costs</b>	<u><del>\$2,466.99</del> 2,452.89 plus HST</u>
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**CANU Lease Space Calculation**

Basic Space		
3 Classrooms and Corridor	1685 SF	
Offices	464 SF	
Common Area	<u>295 SF</u>	
	2444 SF	
Shared Space		
Washrooms, staffroom, corridor	1003 SF	
Elevator	<u>69 SF</u>	
	1072 SF	
Basic Space	2444 SF	
Shared Space	<u>403SF</u>	1072SF x 37.6%
<b>Leased Premises</b>	<b>=</b>	<b>2847 SF</b>

Schedule "B"

Calculation of CANU Share of Operating Costs

First Floor Gross Floor Area	6850SF
Second Floor Gross Floor Area	6500SF
Total Gross Floor Area of Building	13350SF
CANU Floor Area	2444SF = 37.6% of 2 <sup>nd</sup> floor
CANU Share of total Floor Area	2847/13350 = <b>21.3%</b>

Projected Operating Cost from Building based on 2020 actuals

Electric	\$ <del>30,460.00</del> 40,366.00
Snow Removal	\$ <del>1,100.00</del> 600.00
Solid Waste Pick up	\$ <del>1,800.00</del> 2,700.00
Insurance	\$ <del>3,198.00</del> 3,100.00
Building Maintenance	\$ <del>22,230.00</del> 41,228.00
Materials/Repairs	
Elevator	
Heat Pumps	
H Vac	
Sprinkler	
 Total Annual Operating Costs	 \$ <del>58,788.00</del> 57,994.00

# SYNOPSIS

## Investing in Canada Infrastructure Program Funding

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The Investing in Canada Infrastructure Program (ICIP) is now accepting applications for infrastructure funding. Each municipal unit can submit two applications for funding which must focus on water, sewer or solid waste infrastructure.

A review of our capital plan has identified the following as the two best projects to be submitted as the Town's applications:

1. West Victoria Street (CNR Tracks to Hickman Street): \$2,279,000 to replace the over 115-year-old sanitary sewer and watermain, corrugated steel storm sewer, and pulverize and rebuild the street and install new curbs and sidewalk. This will renew all of the existing infrastructure along this portion of the arterial street.
2. Russell Street: \$685,000 to replace the over 100-year-old sanitary trunk sewer, corrugated steel storm sewer, and pulverize and rebuild the street. The watermain on the street is approximately 65 years old, however it is in very good condition and replacement of the watermain would not be included in the funding application.

These 2-projects fit the criteria for 73.33% funding under the Investing in Canada Infrastructure Program (ICIP). The value of the projects includes \$100,000 in professional fees, the total of the 2 projects is \$3,064,000. The engineering design would be completed in 2022 with construction taking place in the spring/summer of 2023. Approval of the application for funding does not commit council to all or any part of the projects should the application not be successful.

### **MOTION:**

**That Council approve of the ICIP funding application for a \$2,279,000 project on West Victoria Street and a \$685,000 project on Russell Street, and authorize the CAO to submit the application on behalf of the Town.**

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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Jason MacDonald, CAO

**DATE:** March 28, 2022

**SUBJECT:** ICIP Infrastructure Funding Application

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**ORIGIN:** 2022-23 Capital Budget and the Investing in Canada Infrastructure Program (ICIP)

**LEGISLATIVE AUTHORITY:** MGA Section 65 The council shall adopt an operating budget and a capital budget for each fiscal year.

**RECOMMENDATION:** That Council approve of the ICIP funding application for a \$2,279,000 project on West Victoria Street and a \$685,000 project on Russell Street, and authorize the CAO to submit the application on behalf of the Town.

**BACKGROUND:** Two major projects being proposed in the 5-year capital budget are:

1. West Victoria St: \$2,279,000 to replace the over 115-year-old sanitary sewer and watermain, corrugated steel storm sewer, and pulverize and rebuild the street and install new curbs and sidewalk. This will renew all of the existing infrastructure along this portion of the arterial street.
2. Russell St: \$685,000 to replace the over 100-year-old sanitary trunk sewer, corrugated teel storm sewer, and pulverize and rebuild the street. The watermain on the street is approximately 65 years old however, it is in very good condition and replacement of the watermain would not be included in the funding application.

These 2-projects fit the criteria for 73.33% funding under the Investing in Canada Infrastructure Program (ICIP). The deadline to apply is April 1, 2022 and a resolution from Council be submitted with the application.

**DISCUSSION:** The value of the projects includes \$100,000 in professional fees, the total of the 2 projects is \$3,064,000. The engineering design would be completed in 2022 with construction taking place in the spring/summer of 2023. Staff are seeking Council's approval of these projects prior to approval of the entire 2022-23 capital budget so the ICIP funding application can be submitted. Approval of the application for funding does not commit council to all or any part of the projects should the application be denied.





## AMHERST TOWN COUNCIL

RFD# 2022022

Date: March 28, 2022

**FINANCIAL IMPLICATIONS:** The total value of the 2 projects is 3,064,000. If the application is approved ICIP would fund 73.33% (\$2,246,831) and the Town would pay 26.67% (\$817,169). Our portion of the funding would be shown as debt allocated between the water utility and general rate as appropriate.

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications as a result of this decision.

**ENVIRONMENTAL IMPLICATIONS:** Replacing the aging infrastructure will ensure storm water is not infiltrating into the sanitary sewer and the sanitary sewer is not leaking into the roadbed.

**COMMUNITY ENGAGEMENT:** Prior to construction work taking place, a public notification program will be undertaken.

**ALTERNATIVES:**

1. Do not include these projects in the capital budget and do not submit the funding application.
2. Submit a funding application for one of the projects and defer one to a future budget year.

**ATTACHMENTS:** None

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Report prepared by: Aaron Bourgeois, Director of Operations  
Report and Financial approved by:



# SYNOPSIS

## Appointment of Development Officer

The Municipal Government Act requires that in order to sign a development permit that person must be designated as a Development Officer by Council.

For most developments, approval is a two-step process. First, a development permit is approved, subject to various requirements of the Land Use Bylaw. Second, a building permit is approved, subject to the structure plans meeting the Building Code.

It is common for a municipality to designate their Building Inspector as a Development Officer. In 2020 Mr. Buske became a fully certified Level II Building Inspector and is the principal point of contact for development and building permit applications. More complex development applications will also be reviewed by the Director of Planning and Strategic Initiatives who is also a Development Officer for the Town.

### **MOTION:**

**That Council appoint Marc Buske as a Development Officer for the Town of Amherst.**



## AMHERST TOWN COUNCIL

RFD# 2022021

Date: March 28, 2022

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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Andrew Fisher, Director of Planning & Strategic Initiatives

**DATE:** March 28, 2022

**SUBJECT:** Development Officer appointment – Marc Buske

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**ORIGIN:** Efforts to improve operational efficiency and customer service levels.

**LEGISLATIVE AUTHORITY:** MGA section 243 (1) *A council shall appoint a development officer to administer its land-use by-law and subdivision by-law.*

**RECOMMENDATION:** That Council appoint Marc Buske as a Development Officer for the Town of Amherst.

**BACKGROUND:** The Municipal Government Act requires that in order to sign a development permit, that person must be designated as a Development Officer by Council.

For most developments, approval is a two-step process. First, a development permit is approved, subject to various requirements of the Land Use Bylaw (type of use, yard setbacks, parking, street access, etc.). Second, a building permit is approved, subject to the structure plans meeting the Building Code.

In 2020 Mr. Buske became a fully certified Level II Building Inspector and is the principal point of contact for development and building permit applications. A significant portion of these applications are for sheds, decks, and other simple matters that do not require in-depth analysis or Bylaw interpretation.

**DISCUSSION:** It is common for a municipality to designate their Building Inspector as a Development Officer. As an example, most if not all Building Inspectors in the County of Cumberland are also Development Officers. Appointing Mr. Buske will improve efficiency and ultimately customer service. The Director of Planning will continue to process more complex development applications and will determine with Mr. Buske what types of developments he is comfortable processing. The CAO is also a development officer and can review and sign development permits if required.

**FINANCIAL IMPLICATIONS:** None specific to this issue.

**SOCIAL JUSTICE IMPLICATIONS:** None specific to this issue.





**AMHERST TOWN COUNCIL**

**RFD# 2022021**

**Date: March 28, 2022**

**ENVIRONMENTAL IMPLICATIONS:** None specific to this issue.

**COMMUNITY ENGAGEMENT:** None recommended.

**ALTERNATIVES:** Do not approve the designation.

**ATTACHMENTS:** None.

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



# SYNOPSIS

## Amendments to the Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems

### First Reading

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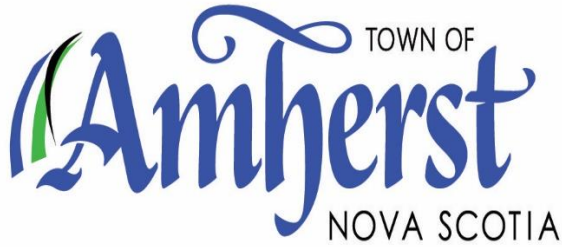
During the December 2021 meeting of the Amherst Board of Police Commissioners, the Chief of Police was directed to complete a review of the Alarm By-law to determine if it is still appropriate for the town and whether recommendations for change should be made and forwarded to Council. At the January 26, 2022 meeting of the Amherst Board of Police Commissioners, the review was presented to the local Police Board and a recommendation was made to forward the results of the review to Council for changes.

By-law C-11, in respect to intrusion, robbery and fire alarm systems came into effect on September 27<sup>th</sup>, 1999. The by-law primarily deals with police and fire response to alarms within town limits and false alarms.

It was the opinion of the Police Commissioners the Alarm By-Law continues to be relevant but that a recommendation be forwarded to council to consider making some amendments: Any reference to 'permits' such as in section 3 be removed and or edited so that permits are not required and references to 'permittee' changed to 'owner/lessee'.

#### **MOTION:**

**That Council approve of First Reading of the amendments to the Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems.**



**AMHERST TOWN COUNCIL**  
**RFD# 2022018**  
**DATE: March 28, 2022**

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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Dwayne Pike, Chief of Police

**DATE:** March 28, 2022

**SUBJECT:** Alarm Bylaw Amendments

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**ORIGIN:** December 8<sup>th</sup>, 2021 Amherst Board of Police Commissioners Meeting

**LEGISLATIVE AUTHORITY:** MGA 172(1)(d) A council may make by-laws, for municipal purposes respecting alarms and alarm monitoring systems

**RECOMMENDATION:** That Council approve First Reading of the amendments to the Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems.

**BACKGROUND:** During the December 2021 meeting of the Amherst Board of Police Commissioners, the Chief of Police was directed to complete a review of the Alarm By-law to determine if it is still appropriate for the town and whether recommendations for change should be made and forwarded to Council. At the January 26, 2022 meeting of the Amherst Board of Police Commissioners, the review was presented to the local Police Board and a recommendation was made to forward the results of the review to Council for changes.

**DISCUSSION:** By-law C-11, in respect to intrusion, robbery and fire alarm systems came into effect on September 27<sup>th</sup>, 1999. The by-law primarily deals with police and fire response to alarms within town limits and false alarms. In reviewing our by-law, it is very similar to the by-law adopted by the municipality of Halifax and utilizes many of the same concepts and language including the requirement of a permit for any alarm system but differs in the penalties for false alarms. Many other municipalities in Nova Scotia do not have an alarm by-law, including Westville, New Glasgow, Bridgewater and Truro. Kentville and Annapolis Royal do have alarm by-laws, but neither require permits and fine limits are much higher than the \$50 fine that is in our by-law.

Revenues for alarm fines go back into the Police Department budget. Over the past 10 years, the revenues have fluctuated. In one instance, in 2011, one local business had 16 false alarms in a 12-month period.

Year	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Revenue	\$209	\$3050	\$2350	\$2150	\$1450	\$887	\$1458	\$2193	\$900	\$1393	\$500

Alarm calls are tracked on PROS and each month, our admin staff review all our alarm calls. False alarms in which a police officer attends are forwarded to Town Hall staff for tracking and any further action. When a third false alarm (or subsequent) is noted, Town Hall staff send a bill as per the by-law to the property owner in the amount of \$50.

For the calendar year 2021, we received a total of 149 alarm calls. Our members responded and attended a total of 139 calls alarms which has resulted in invoices being sent to property owners who were subject to the 3<sup>rd</sup> (or subsequent) false alarm at their property. This number does not include the total number of alarms received, only those in which a police officer attended. Many alarms are cancelled, or may not even be reported to police based on policy or direction provided to alarm monitoring companies. In some cases, property representatives often prefer that they are contacted before police so that they can make the decision on whether police will be called to attend. Such direction to alarm monitoring companies may be a result of fear of receiving bills for false alarms. From our occurrences, we know that situations are rare when property owners decide not to call the police and then later determine a break and enter or some other crime has occurred. It does happen, but is rare. We also know from our occurrences that multiple alarms that result in fines are rare.

The Town of Amherst Alarm by-law was drafted in a time when the use of residential/commercial alarms were not as widespread as they are today. In 1999, requiring a permit for each alarm may have been manageable, but at this time, the majority of residences and businesses have some form of alarm system and it would require a significant increase in resources to issue and track alarm permits. At this time, requiring a permit for alarms is not likely feasible. In recent years, while we still see multiple false alarms at certain addresses, we have not seen the same very high numbers as a result of repeated false alarms due to faulty systems that are not being fixed. This may be a result of the calls just not coming to the Police, or may be a result of better technology. In either event, the town's billing for false alarms is not excessive and, when compared to some other smaller municipalities, each invoice is much lower than as prescribed in other bylaws.

The Alarm By-Law was reviewed with the Amherst Board of Police Commissioners on January 26<sup>th</sup> 2022. It was the opinion of the Police Commissioners the Alarm By-Law continues to be relevant but that a recommendation be forwarded to council to consider making some amendments: Any reference to 'permits' such as in section 3 be removed and or edited so that permits are not required and references to 'permittee' changed to 'owner/lessee'.

**FINANCIAL IMPLICATIONS:** There are no financial implications

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications to this decision

**ENVIRONMENTAL IMPLICATIONS:** No environmental implications

**COMMUNITY ENGAGEMENT:** No Community engagement required

**ALTERNATIVES:** Do not make changes to the Alarm Bylaw

**ATTACHMENTS:** Alarm By-Law C-11 (with suggested amendments)

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Report prepared by: Dwayne Pike, Chief of Police

Report and Financial approved by:

TOWN OF AMHERST

BY-LAW

RESPECTING INTRUSION, ROBBERY AND FIRE ALARM SYSTEMS

**SHORT TITLE**

1. This By-Law may be cited as the “Alarm By-Law”.

**DEFINITIONS**

2. In this By-Law:

- a) “*Alarm Coordinator*” means the person appointed by the treasurer to administer the Alarm By-Law.
- b) “*Alarm System*” – means any mechanical or electrical device which is designed or used for the detection of an unauthorized entry into a building, structure or facility or for alerting others of the commission of an unlawful act, or a fire detection device which emits a sound or transmits a signal or message when activated but does not include:
  - a) Personal alerting devices
  - b) A device that is installed in a vehicle
  - c) Residential smoke detector
- c) “*Audible Alarm*” – means an alarm system which generates an audible sound on the premises where it is activated;
- d) “*Automatic Calling Device*” – means any device or combination of devices, that will, upon activation, either mechanically, electronically or by any other automatic means, initiate a telephonic or recorded message which is designed to be transmitted over regular telephone lines;
- e) “*False Alarm*” -means a response to an alarm by the Amherst Police Department or Amherst Fire Department resulting from the activation of an alarm system where an emergency situation does not exist;

- f) **“Monitored Alarm System”** – means an alarm system where the signal of an intrusion, the commission of an unlawful act, or the detection of a fire is received by a third party;
- g) **“Town”** – means the town of Amherst;
- h) **“Owner/Lessee”** – includes an occupant, lessee or person having possession or control of the property in question and also includes prima facie the person whose name appears on the assessment role for the Town as the assessed owner;
- i) ~~“Permittee”~~ – means the holder of an alarm system permit;
- j) **“Personal Alerting Device”** – means any device carried on one’s person that when activated is designed to emit a sound or transmit a signal or message;
- k) **“Treasurer”** – means the Treasurer of the Town of Amherst or his **their** designate

**PERMIT REQUIRED**

3.—

- a) ~~No owner/lessee shall install, keep, use, permit or suffer the installation, keeping or use of an alarm system unless there is a valid and subsisting alarm system permit for that system.~~
- b) ~~An applicant for an alarm system permit shall apply to the Treasurer on a form as described in Schedule “A” attached hereto.~~
- e) ~~Alarm system permits shall be issued by the Treasurer.~~
- d) ~~An alarm system permit shall be issued in the name of the owner/lessee of the building or property which the alarm is intended to protect.~~
- e) ~~An alarm system permit is required for each alarm system that is installed in any one location.~~
- f) ~~An alarm system permit may be transferred or assigned a new owner/lessee of the property on submission to the Treasurer of a fully completed permit application form as described in Schedule “A”.~~
- g) ~~The permittee shall be responsible for informing the Treasurer or his designate of any and all changes in the information contained in the permit application.~~

**AUDIBLE ALARM SYSTEMS**

4.

- a) No person shall install, maintain or use an audible alarm that is capable of being sounded outside of the premises continually for a period of greater than fifteen minutes after each separate activation except for an alarm system designed or used to detect heat, smoke or fire.

#### **FALSE ALARMS**

5.

- a) No person shall cause, permit suffer or allow false alarms to emanate from a location where an alarm system is installed.
- b) Alarms activated in the following manner are hereby deemed **not** to be false alarms:
  - a) Where the owner can demonstrate that the alarm was caused by a storm, lightening, earthquake or other violent act of nature; or
  - b) Where the alarm coordinator is satisfied that the occurrence is isolated and due to a mechanical failure, that has since been corrected by a qualified contractor, proof of which has been provided.

#### **AUTOMATIC CALLING DEVICES**

6.

- a) No person shall use, maintain or install, or permit the use, maintenance or installation of any calling device which is programmed to transmit a message to any telephone number assigned to the Amherst Police Department, Amherst Fire Department or any dispatch or communication centre responsible for the receiving and dispatching of alarm calls to these agencies unless a contract has been entered into with the Police/Fire Department to provide an alarm monitoring service.

#### **MONITORED ALARM SYSTEMS**

7.

- a) When a third party is responsible for monitoring an alarm for intrusions only, the third party shall verify that the alarm activation is not accidental by

contacting the premise prior to notifying the appropriate police agency. If a police agency is dispatched prior to verification, there will be no waiver or fee if call is cancelled subsequent to police being dispatched.

- b) Where the original alarm activation signal is received by a third party who then notifies the Amherst Police Department or the Amherst Fire Department of the alarm, the third party shall supply the required contact information for the Owner/Lessee of the premises or real property ~~the alarm permit number~~ to the police/fire dispatcher receiving the call.

### **FEE FOR FALSE ALARMS**

8.

- a) On the occurrence of a third and for each subsequent false alarm during any one calendar year, the owner/lessee permittee will be required to pay a fee of \$50.00 for each such occurrence;
- b) Where a fee is charged in accordance with this by-law, the Town shall invoice the owner/lessee permittee of the real property. The fee shall be payable within 14 days.
- c) An invoice issued under this by-law shall be due upon receipt and payable to the town.
- d) All fees collected become the property of the Town.

### **NOTIFICATION TO OWNERS**

9.

- a) Upon the first occurrence of a false alarm, a notice will be provided to the owner/lessee permittee of the subject real property that a false alarm has occurred and advised of the fees to be imposed for more than two (2) false alarms in any one calendar year.
- b) The notice required by this section shall be in writing and delivered by hand or regular mail to the subject property or the owner/lessee in the permit. A notice sent in accordance with this section will be deemed to have been received.

### **APPLICATION**

10. This by-law applies to all alarms in use within the Town whether installed before or after the coming of force of this by-law.

**PENALTY**

11.

- a) A person who contravenes any provision of this by-law shall upon summary conviction be liable to a minimum penalty of \$50.00 and a maximum penalty of \$1,000.00 and in wilful default of payment of the penalty the offender may be imprisoned for a maximum period not exceeding ninety days.
- b) Every day during which a contravention of or failure to comply with this by-law continues is a separate offence.

# SCHEDULE "A"

I, \_\_\_\_\_, do hereby apply for an alarm permit pursuant to the "Alarm By-Law" for the Town of Amherst.

I acknowledge that I have been made aware that in the event of over two (2) false alarms in any calendar year, I must pay a fee of \$50.00 per false alarm.

This fee must be paid within a period of fourteen (14) days following the date of notice.

**APPLICANT:**      **Full Name:** \_\_\_\_\_  
                         **Address:** \_\_\_\_\_      **Phone:** \_\_\_\_\_  
                         **Signed:** \_\_\_\_\_

*The following persons are to be contacted in order of priority should an alarm be activated from our location:*

1.    **Full Name:** \_\_\_\_\_  
      **Address:** \_\_\_\_\_      **Phone:** \_\_\_\_\_
  
2.    **Full Name:** \_\_\_\_\_  
      **Address:** \_\_\_\_\_      **Phone:** \_\_\_\_\_
  
3.    **Full Name:** \_\_\_\_\_  
      **Address:** \_\_\_\_\_      **Phone:** \_\_\_\_\_

**TOWN OF AMHERST  
P.O. BOX 516  
AMHERST, NOVA SCOTIA  
B4H 4A1**

DEAR

THE AMHERST POLICE/FIRE DEPARTMENT HAS RESPONDED TO A FALSE ALARM  
AT YOUR PROPERTY LOCATED AT  
ON , 199 .

THIS IS TO ADVISE THAT MORE THAN TWO (2) FALSE ALARMS IN ANY CALENDAR  
YEAR WILL RESULT IN A \$50.00 FEE LEVIED FOR EACH FALSE ALARM.

IF THERE ARE ANY FURTHER QUESTIONS REGARDING THIS MATTER, PLEASE FEEL  
FREE TO CONTACT TOWN OF AMHERST CORPORATE SERVICES.

YOURS TRULY,

GREG HERRETT  
TREASURER

**TOWN OF AMHERST  
P.O. BOX 516  
AMHERST, NOVA SCOTIA  
B4H 4A1**

DEAR \_\_\_\_\_,

THE AMHERST POLICE/FIRE DEPARTMENT HAS RESPONDED TO A THIRD FALSE ALARM AT YOUR PROPERTY LOCATED AT \_\_\_\_\_ ON \_\_\_\_\_, 199 .

THE DEPARTMENT HAS PREVIOUSLY RESPONDED TO TWO (2) ALARMS TO THIS PROPERTY ON \_\_\_\_\_, 199 AND ON \_\_\_\_\_, 199 .

WE THEREFORE REQUEST PAYMENT OF \$50.00 AS PER OUR PREVIOUS LETTER.

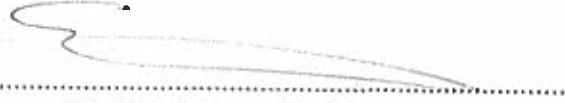
IF THERE ARE ANY FURTHER QUESTIONS REGARDING THIS MATTER, PLEASE FEEL FREE TO CONTACT THE TOWN OF AMHERST CORPORATE SERVICES.

YOURS TRULY,

GREG HERRETT  
TREASURER

THIS IS TO CERTIFY that the foregoing is a true copy of a by-law duly passed at a duly called meeting of the Council of the Town of Amherst duly held on the 27<sup>th</sup> day of September A.D., 1999.

GIVEN under the hand of the Town Clerk and under the corporate seal of the said Town this 6<sup>th</sup> day of October A.D., 1999.

A handwritten signature in black ink, appearing to read "Ed Childs", written over a horizontal dotted line.

Ed Childs, Town Clerk

NOTICE OF PUBLICATION

SUBJECT: BYLAW RESPECTING INTRUSION, ROBBERY AND  
FIRE ALARM SYSTEMS

Notice is hereby given that, following second reading given at a regular meeting held September 27, 1999, the Amherst Town Council approved the adoption of a BYLAW RESPECTING INTRUSION, ROBBERY AND FIRE ALARM SYSTEMS.

The objective of this bylaw is to encourage those who hold an alarm system permit to maintain their equipment in a responsible manner so as to lessen the incidents requiring response by the Police and/or Fire Departments to false alarms.

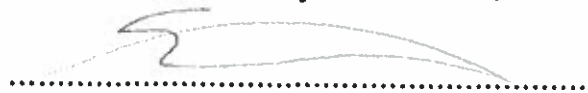
Copies of this new bylaw may be inspected at the office of the Town Clerk, Confederation Memorial Building, Ratchford Street during regular business hours.

Ed Childs  
Town Clerk

Amherst Daily News  
October 6, 1999

THIS IS TO CERTIFY that the foregoing is a Notice of Publication regarding the adoption of the above Town of Amherst Bylaw as published in the local paper on October 6, 1999.

GIVEN under the hand of the Town Clerk and under the seal of the Town of Amherst this 6<sup>th</sup> day of October, 1999.



TOWN CLERK

# **Internal Committee Report**

## **Planning Advisory Committee**

**March 2022**

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The Planning Advisory Committee is scheduled to meet on Monday, April 4<sup>th</sup>. Items on the agenda currently include the review of two dangerous/unsightly premises.

A Public Participation Opportunity is scheduled for Monday, April 11<sup>th</sup> at 5:00 p.m. to garner public input on the two items. The first item involves a review, required by the province every eight years, of polling districts (if applicable) and the size of Council. This public input will be provided to Council for their consideration.

The second item involves an application for a development agreement to permit the operation of a child and youth supportive housing facility in town. This public input will be provided the Planning Advisory Committee who will consider a recommendation to Council in the future.

Regarding the recent application and public participation session for the Brown / Mosher Streets apartment complex behind EB Chandler Jr. High staff have requested the applicant to provide additional information including but not limited to traffic, building shading and site drainage. Once this information is provided, it will be presented to the Committee who will then be asked to make a recommendation to Council.

# **Internal Committee Report**

## **Accessibility Committee**

**March 2022**

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The Accessibility Committee met on March 22, 2022 at 6:00 p.m. by Zoom.

Items on the agenda included the election of Councillor Dale Fawthrop as Chair and Joanne Hopper as Vice Chair, and a review of the Terms of Reference for the Committee.

Discussion was also held around which broad areas of focus the Committee wanted identified, possible stakeholders, and public engagement options.

# External Committee Report

## Cumberland Public Libraries

March 2022

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### **March Break**

March Break is over for another year! A big thank you to the Amherst staff for putting together 1,500 kits. We start planning for March Break in December so, unfortunately, we remained digital for another year. We distributed over 600 kits to families in Amherst. These kits included fun crafts as well as games.

### **Covid Update**

As of March 21<sup>st</sup> Covid restrictions have ended for the province. Cumberland Public Libraries will be encouraging staff and patrons to continue to wear masks when visiting the library. Cumberland Public Libraries will be continuing to distribute rapid tests.

### **Expanded hours**

Starting on May 24<sup>th</sup>, the Four Fathers Library will be expanding its hours, including the opening on Mondays again.

### **Programs**

Now that March Break is finished planning for summer reading club is already underway and we are very excited to have in person programming back in all branches starting in May. At the Amherst branch our Once Upon a Time song and story hour with Maggie's' Place will be starting up again in April.

### **Statistics**

In the month of January, Cumberland Public Libraries signed out over 5843 items, 2453 items in Amherst alone. This includes books, movies, TV shows, magazines and more.

Also, in January, Four Father Library offered 11 virtual programs with 112 views and distributed 35 Take and Make crafts. The Four Fathers library had 2835 in person visits.

The next Board meeting is scheduled for April 19, 2022.

# External Committee Report

## YMCA of Cumberland

March 2022

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With the elimination of COVID restrictions the Y has transitioned into making masks and social distancing a strong recommendation but no longer mandatory. We are slowly increasing capacity numbers in fitness and aquatics, being mindful that there may be a spike in cases amongst staff and the community at large for a period of time with the removal of restrictions.

The Affordable Housing lease with AHANS is being renewed.

We have received confirmation that our positions funded in the Community Development Department have been renewed for another year and we have been approved for funding for a Coordinated Access Supervisor.

Coldest Night of the Year hit its goal of \$20,000 this year!

The childcare expansion plans for new centres in Cumberland County are proceeding and on track.

The YMCAs of Nova Scotia have collectively purchased ads and an article to thank our employees and volunteers for everything they did during the pandemic. This is set to launch on March 29<sup>th</sup>, digital ads will be shared across multiple social media platforms and will feature 2 Cumberland YMCA staff photos.

# Internal Committee Report

## Solid Waste Management

March 2022

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### Provincial Updates

#### Extended Producer Responsibility (EPR)

The Priorities committee met with Glenda Gies and Peter Hargreaves who are the consultants hired by NSECC to ask questions raised from the priorities survey. The committee also had the opportunity to meet with representatives from BC and Ontario to talk about their experiences with implementing an EPR system. The committee reported that these meetings provided great insight that will help NS with their EPR program. The group is now in the process of summarizing their findings which they will share with the Regional Coordinators shortly.

#### Diversion Credits

We received our final payment for diversion credits in the amount of \$18,193.31. The total funding received for FY2021 was \$56,763.42.

### Education & Enforcement

#### Solid Waste Hotline

In the month of February, the hotline received 365 calls. Two main weather events resulted in 30% of the calls.

#### Social Media

Working towards engaging the public more through social media and have started weekly *What Goes Where* Facebook posts. The following topics were most recently communicated to residents:

What Goes Where- Electronics  
What Goes Where- Fast Food Container  
Illegal dumping

#### Enforcement

271 audits took place in the month of February.  
144 Recycling audits  
58 Green carts  
69 Garbage

Of the 271 audits that took place, 24 were rejections.

**Education**

Collection Schedules- collection schedules for the Town of Amherst have been delivered to residents.

Provincial Sort Guide- Provincial Ad- The Regional Coordinators have developed a provincial sort guide that will be published in the Halifax Herald.

**Divert NS Scholarship**

Divert NS is once again offering the Champion of the Environment Scholarship which is open to Grade 12 students in NS. There are 6- \$2500 Regional Scholarships and 1- \$5000 Provincial Scholarship available.

Visit [www.divertns.ca/scholarship](http://www.divertns.ca/scholarship) for more information.

**Education visits**

Visited various food establishments to ensure compliance with our source separation requirements.

**Divert NS Litter Prevention Summit**

Staff will be attending the summit which is scheduled for March 31.

# External Committee Report

## Municipal Alcohol Project

March 2022

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The committee met by zoom on Tuesday, March 1<sup>st</sup> at 1:30 p.m.

Dry February was a project initiated by MADD Canada and they posted a lot of information on their Facebook page. This is an awareness campaign sent out to explain the effects of alcohol for people. The Tantramar Chapter of MADD had good local information on Facebook that was shared. The MAP committee would like to support this next year in a way that is in person.

So far, the Home Delivery of Alcohol Announced by the Nova Scotia Liquor Commission has been rolled out in Halifax and Eastern Shore areas of the province. Drivers are asking for ID when they deliver. They need training to do this safely and appropriately. As well, the people placing the order need to be notified that the driver will ask for ID. All of this is contracted out and not NSLC employees – so where does the liability lie?? The MAP committee will be watching the roll out of this when it comes to Cumberland.

The new Provincial Government has been discussing privatization of liquor services. If this happens the money will not be invested in communities and there would be no control on prices or purchasing power. The MAP committee will be watching for what they decide.

Over the winter there were “Keep Our Trails Safe Don’t Drink and Ride” signs placed along the snowmobile trails around the county.

The MAP committee will also be taking part in the 2<sup>nd</sup> Annual Alcohol Policy Forum in June. See attached poster.

The next meeting will be Tuesday, April 5<sup>th</sup> at 1:30 p.m. Possibly in person.



facilitated by:

**SAVE THE DATE**

# 2nd Annual Alcohol Policy Forum

**JUNE 1 & 2**  
**8:30 a.m. - 12:00 p.m.**

*Two Day Event*

Registration link to follow.



**KEEP OUR  
TRAILS SAFE**



**DON'T  
DRINK &  
RIDE**

# External Committee Report

## L.A. Animal Shelter

March 2022

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Like all other organizations 2021 brought forth some successes and some challenges due to the Pandemic. For most of 2021, the shelter was not open to the public except by appointment. But we are the little shelter with the big heart and Covid didn't stop us.

We saw the departure of the Shelter Manager Geoff and we welcomed Karen Cormier as the acting Shelter Manager.

Karen came into the role of Acting Shelter Manager and was able to implement positive and needed changes into the organization. Last Summer we had the pleasure of welcoming a student through the Federal student grant program. She was able to completely relaunch our website and ensure it was user friendly and helped us update our social media presence.

We also faced challenges with diseases in 2021 having to close the shelter to the public. Rest assured as soon as the virus was discovered within our shelter, the proper protocols were put in place by the shelter team to ensure the safety of the animals

The Shelter started a working cats program where we find barn for cats that are unable to live indoors.

The Shelter saw 460 animals come through our doors in 2021. 170 being surrendered, 40 returned, 4 seized and 245 strays.

In 2021 we did 360 adoptions, 11 return to owners and unfortunately saw 7 euthanasia and 7 deaths.

Even though the pandemic continued to hamper fundraising attempts, several new initiatives were started – we were able to open an account at Sharon's Closet where donations of gently used clothing can be made with the proceeds going to the shelter, we were able to offer new Shelter branded merchandise for sale at Maritime Mosaic and the shelter. The Amherst Vet Clinic hosted the second annual Phyllis Blumel Memorial Christmas Bazaar. And we were able to continue with some old favorites – the weekly on-line auctions, raffle tree tickets, on-line bakesales and our very popular yard sale.

The Shelter was a successful winner of the A Fresh Grant to put on or improve an event in 2021. The Fundraising Committee felt the Halloween event could be improved but sadly due to restriction the event had to be cancelled, as did our Spring Tea. However we are planning a Spring Tea for May 7<sup>th</sup> on the second floor at Dayles.

# External Committee Report

## Cumberland Senior Safety

### March 2022

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The last meeting was held on Tuesday, March 15<sup>th</sup> at 12 Noon by Zoom.

Now that things are starting to open up the Senior Safety Coordinator will be able to do more in person visits to help seniors fill out documentation for services. During the month of February there were only 4 home visits in Amherst and none in the County.

There was one in-person Frauds and Scams presentation done in February and then everything else had to be postponed.

March is Fraud Prevention Month and the Senior Safety Facebook page has been posting many items regarding Fraud prevention.

There is a Senior Safety Academy scheduled for Amherst on Tuesdays from 9:30am to Noon on May 3<sup>rd</sup>, 10<sup>th</sup>, 17<sup>th</sup> and 31<sup>st</sup>. One of the topics will be home security for seniors.

There are also Senior Safety Academies being planned for Springhill and Pugwash. Pre-registration for events will be required so more information will be forth coming.

Other presentations regarding housing and safe driving are also being planned – but there are no dates set yet.

World Elder Abuse Day is in June and we are just beginning plans for that. As usual we will have a window decorated at CANSA.

Trishe Coleman will be resigning as the Senior Safety Coordinator as of June 24<sup>th</sup>. The society will be looking for someone to take her place over the next few months.

The next meeting is scheduled for April 26<sup>th</sup> by Zoom, and the AGM is scheduled for May 17<sup>th</sup>. We hope to have the AGM in person.

# **Internal Committee Report**

## **Inter Municipal Poverty Reduction Advisory Committee**

**March 2022**

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The Inter Municipal Poverty Reduction Advisory Committee met on March 24, 2022 at 4:00 p.m. by Zoom.

As this was the new Committee's first meeting, items on the agenda included introductions, a review of the Terms of Reference for the Committee, an introduction of the strategic plan, and a discussion on social determinants of health.