



Town of Amherst
Regular Council Meeting
Agenda

Date: **Monday, April 25, 2022**
Time: **6:00 pm**
Location: **Council Chambers, Town Hall**

	Pages
1. CALL TO ORDER	
2. TERRITORIAL ACKNOWLEDGMENT	
"We [I] would like to begin by acknowledging that the land on which we gather is the traditional unceded territory of the Mi'kmaw Peoples."	
3. APPROVAL OF AGENDA/MINUTES	
3.1. Approval of the Agenda	
3.2. Approval of Minutes	
3.2.1. March 29, 2022 Regular Council	3 - 16
4. REQUESTS FOR DECISION	
4.1. Appointment of Auditor - Christie	17 - 19
4.2. Appointment of Members of Council to External Boards, Committees & Commissions Policy 10350-28 Amendment -Davidson	20 - 27
4.3. Appointment to the Community Liason Committee - Baker	28 - 33
4.4. Bylaw to Amend the Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems Second Reading - Davidson	34 - 49
5. INFORMATION / DISCUSSION ITEMS	
5.1. Fraud Prevention - Pike	50 - 65
6. INTERNAL COMMITTEE REPORTS	
6.1. Planning Advisory Committee - Baker	66 - 66

6.2.	Amherst Board of Police Commissioners - Davidson	67 - 67
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6.4.	Amherst Youth Town Council - Aurelia Mitchell	69 - 69
6.5.	Accessibility Advisory Committee - Fawthrop	70 - 70
6.6.	Inclusion Diversity and Equity Committee - Emery	71 - 71
7.	EXTERNAL COMMITTEE REPORTS	
7.1.	Cumberland Public Libraries - Fawthrop	72 - 72
7.2.	Cumberland YMCA - Fawthrop	73 - 73
7.3.	Solid Waste Management - Emery	74 - 74
7.4.	L. A. Animal Shelter - Fawthrop	75 - 75
7.5.	Senior Safety - No Report	
7.6.	Inter Municipal Tourism - No Report	
7.7.	Poverty Reduction - Landry	76 - 76
7.8.	Municipal Alcohol Project - No Report	
8.	ADJOURNMENT	

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: March 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
Sarah Wilson, Senior Accountant/Acting Treasurer
Tom McCoag, Corporate Communications Officer
Natalie LeBlanc, Deputy Clerk

1. CALL TO ORDER

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

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

3. APPROVAL OF AGENDA/MINUTES

3.1 Approval of the Agenda

Moved By Deputy Mayor Christie
Seconded By Councillor Landry
To approve the agenda as circulated.

Motion Carried

3.2 Approval of Minutes

3.2.1 February 28, 2022 Regular Council

Moved By Councillor Baker
Seconded By Councillor Fawthrop
To approve the minutes of the February 28, 2022 regular meeting of
Council as circulated.

Motion Carried

3.2.2 March 4, 2022 Special Council

Moved By Councillor Emery
Seconded By Councillor Davidson
That the minutes of the March 4, 2022 special meeting of Council be
approved as circulated.

Motion Carried

4. REQUESTS FOR DECISION

4.1 Volunteer of the Year Awards

Moved By Deputy Mayor Christie

Seconded By Councillor Baker

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.

Motion Carried

Moved By Councillor Fawthrop

Seconded By Councillor Davidson

That staff be directed to write to those who nominated volunteers, thanking them for their nominations.

Motion Carried

4.2 Planning Advisory Committee Citizen Appointments

Moved By Councillor Landry

Seconded By Deputy Mayor Christie

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

Motion Carried

4.3 Amherst Board of Police Commissioners Citizen Appointments

Moved By Councillor Davidson

Seconded By Councillor Emery

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.

Motion Carried

4.4 Council Resolution - GFL Export Exemptions

Moved By Councillor Baker

Seconded By Councillor Emery

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

4.5 Setting of the Mandatory Provincial Contribution Rate

Moved By Councillor Fawthrop

Seconded By Deputy Mayor Christie

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

Motion Carried

4.6 CANU Lease Agreement

Moved By Councillor Emery

Seconded By Councillor Davidson

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.

Motion Carried

THIS LEASE made this ____ day of _____, 2022

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: 2nd 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, 2022

End of Term: December 31, 2026
- (g) Rent:

<u>Period</u>	<u>Per Sq.Ft./Year</u>	<u>Per Year</u>	<u>Per Month</u>
Jan 1/22 – Dec 31/26	\$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 1st of each year to December 31st 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 1st, 2027 for a term of five years, and end on December 31st, 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

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 its 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 as 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.

Signed Sealed and Delivered)
 in the presence of:)
)
)
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)

TOWN OF AMHERST:

Per:

 Mayor

 Chief Administrative Officer

Dated: _____

)
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)

**CUMBERLAND ADULT NETWORK FOR
 UPGRADING**

Per:

Dated: _____

Schedule "A"

Space Calculation

Basic space using CANU needs and current configuration. (See plan attached)	2444 sf
Shared Space (washrooms, elevator, corridor) (Based on 37.6% of total shared with Lib. HO – 1072sq ft Total 2 nd Floor space is 6500sf)	403 sf

Total square feet leased	2847 sf
--------------------------	---------

Lease rate	\$6.00 sf
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Basic lease	\$17,082
-------------	-----------------

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 2020 (Includes Power, Maintenance, Insurance, Solid Waste And Snow Removal)	\$58,788.00
--	-------------

CANU share at 21.5%	<u>\$12,521.84</u>
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Total Lease and Operating Costs	<u><u>\$29,603.84</u></u>
--	----------------------------------

Monthly Lease and Operating costs	<u><u>\$2,466.99 plus HST</u></u>
--	--

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%
Leased Premises	=	2847 SF

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 nd floor
CANU Share of total Floor Area	2847/13350 = 21.3%

Projected Operating Cost from Building based on 2020 actuals

Electric	\$ 30,460.00
Snow Removal	\$ 1,100.00
Solid Waste Pick up	\$ 1,800.00
Insurance	\$ 3,198.00
Building Maintenance	\$ 22,230.00
Materials/Repairs	
Elevator	
Heat Pumps	
H Vac	
Sprinkler	
Total Annual Operating Costs	\$ 58,788.00

4.7 ICIP Funding

Moved By Deputy Mayor Christie

Seconded By Councillor Baker

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.

Motion Carried

4.8 Appointment of Development Officer

Moved By Councillor Baker

Seconded By Councillor Fawthrop

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

Motion Carried

4.9 **Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems Amendment**
Moved By Councillor Davidson
Seconded By Councillor Landry
That Council approve of First Reading of the amendments to the Bylaw
Respecting Intrusion, Robbery and Fire Alarm Systems.

Motion Carried

BYLAW C-11

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.~~
- ~~c) 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, lightning, 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.

5. INTERNAL COMMITTEE REPORTS

5.1 Planning Advisory Committee

Information item; no direction given or action required.

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

Information item; no direction given or action required.

5.6 Inclusion, Diversity and Equity Committee – No Report

6. EXTERNAL COMMITTEE REPORTS

6.1 Cumberland Public Libraries

Moved By Councillor Fawthrop

Seconded By Councillor Davidson

That Chief Pike give a presentation to Council on combating scam and fraud prevention.

Motion Carried

6.2 Cumberland YMCA

Information item; no direction given or action required.

6.3 Solid Waste Management

Information item; no direction given or action required.

6.4 Municipal Alcohol Project

Information item; no direction given or action required.

6.5 L. A. Animal Shelter

Information item; no direction given or action required.

6.6 Senior Safety

Information item; no direction given or action required.

6.7 Inter Municipal Tourism - No Report

6.8 Poverty Reduction

Information item; no direction given or action required.

7. ADJOURNMENT

Moved By Councillor Davidson

Seconded By Deputy Mayor Christie

To adjourn the meeting.

Motion Carried

Kimberlee Jones
Municipal Clerk

David Kogon
Mayor

SYNOPSIS

Appointment of Auditor

At a meeting of the Audit Committee held on March 29, 2022 a motion was approved to recommend the appointment of Jorgensen & Bickerton Chartered Professional Accountants Inc. as the auditor for the 2021-2022 fiscal year and that a procurement document for the 2022-2023 audit services be presented to the Audit Committee for review no later than October 21, 2022.

MOTION:

That Council appoint the firm Jorgensen & Bickerton Chartered Professional Accountants Inc. to be the municipal auditor for the Town of Amherst for the fiscal year ending March 31, 2022 as recommended by the Town of Amherst Audit Committee, and further that Council direct staff to present a procurement document for the 2022-2023 audit services to the Audit Committee for review no later than October 21, 2022 as recommended by the Town of Amherst Audit Committee.



AMHERST TOWN COUNCIL

RFD# 2022027

Date: April 25, 2022

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Sarah Wilson, Senior Accountant / Acting Treasurer

DATE: April 25, 2022

SUBJECT: **Appointment of Auditor**

ORIGIN: Audit Committee and Annual Municipal Auditor Appointment

LEGISLATIVE AUTHORITY: MGA Section 42(1) "The council shall appoint a municipal auditor who is registered pursuant to this Act to be the auditor for the municipality."

RECOMMENDATION: That Council appoint the firm Jorgensen & Bickerton Chartered Professional Accountants Inc. to be the municipal auditor for the Town of Amherst for the fiscal year ending March 31, 2022 as recommended by the Town of Amherst Audit Committee.

BACKGROUND: A memo to the Audit Committee was presented indicating that staff were directed to issue an RFP for auditing services for the 2021-22 fiscal year and that this was not completed by staff in 2021. The opportunity to procure auditing services at this point in the year, to have the work completed by the required September 30 deadline, would be very much in jeopardy. Therefore, it was recommended that the Audit Committee postpone the procurement of audit services until the 2022-23 fiscal year. The Audit Committee can appoint Jorgensen & Bickerton for the 2021-22 fiscal year to perform the audit for the Town.

DISCUSSION: A motion was passed to recommend Council to appoint Jorgensen & Bickerton Chartered Professional Accountants Inc. as the Municipal Auditor for the 2021-22 fiscal year and that a procurement document for the 2022-23 audit services be presented to the Audit Committee for review no later than October 21, 2022.

FINANCIAL IMPLICATIONS: Approximate cost is \$24,000 + HST divided between the General Operating and the Water Utility.

COMMUNITY ENGAGEMENT: No community engagement is anticipated.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications.

ALTERNATIVES: Require that an RFP be issued for audit services for the current year. Due to timing this could impact the required year end filing deadline of September 30.



ATTACHMENTS: None

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

SYNOPSIS

APPOINTMENT OF MEMBERS OF COUNCIL TO EXTERNAL BOARDS, COMMITTEES & COMMISSIONS POLICY

Councillors are often requested to serve on local committees and boards. This amendment hopes to clarify the requirements under the Municipal Conflict of Interest Act and also manage the expectations of local groups who may have involvement of a sitting councillor in their organization

Declaration of a conflict of interest is a personal decision, however there is often confusion as to what constitutes an actual or perceived conflict. The proposed amendments are proposed to assist councillors as well as better define the term "indirect pecuniary interest"

MOTION:

**That Council approve the amendments to Policy # 10350-28
Appointment of Members of Council to External Boards, Committees
& Commissions to include a clause related to conflict of interest.**

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Kimberlee Jones, Director Comms & Community Well Being

DATE: April 25, 2022

SUBJECT: **APPOINTMENT OF MEMBERS OF COUNCIL TO EXTERNAL BOARDS, COMMITTEES & COMMISSIONS POLICY**

ORIGIN: Policy review as part of Councils strategic priorities

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 approve the amendments to Policy # 10350-28 Appointment of Members of Council to External Boards, Committees & Commissions to include a clause related to conflict of interest.

BACKGROUND: Councillors are often requested to serve on local committees and boards. This amendment hopes to clarify the requirements under the Municipal Conflict of Interest Act and also manage the expectations of local groups who may have involvement of a sitting councillor in their organization

DISCUSSION: Declaration of a conflict of interest is a personal decision, however there is often confusion as to what constitutes an actual or perceived conflict. The proposed amendments are proposed to assist councillors as well as better define the term “indirect pecuniary interest”

FINANCIAL IMPLICATIONS: There are no financial implications to this recommendation

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications

COMMUNITY ENGAGEMENT: None

ALTERNATIVES: Do not amend the policy, or proposed alternative amendments

ATTACHMENTS: Policy

Report prepared by: Kim Jones

Report and Financial approved by:



DEPARTMENT: COUNCIL

TITLE: **APPOINTMENT OF MEMBERS OF COUNCIL TO EXTERNAL BOARDS,
COMMITTEES & COMMISSIONS**

Minutes reference date: February 22, 2021 February 26, 2018

Short Title

1. This Policy may be known as the *Appointments of Members of Council to External Bodies Policy*.

Purposes

2. The purposes of this Policy are to determine
 - (a) when Council may appoint or refuse to appoint Members to external bodies;
 - (b) which external bodies Council may consider appointing Members;
 - (c) the reporting requirements regarding other bodies on which Members may choose to serve without the appointment of Council.

Interpretation

3. In this Policy,
 - (a) "CAO" means the Chief Administrative Officer of the Municipality;
 - (b) "Clerk" means the Clerk of the Municipality, and includes a person acting under the direction or supervision of the Clerk;
 - (c) "Council" means the Council of the Town;
 - (d) "External body" means any board, commission, committee, body or local authority of any kind established to exercise or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes of a municipality or parts thereof or of two or more municipalities or parts thereof, or to which a municipality or municipalities are required to provide funds.
 - (e) "Member" means a member of Council, including the Mayor; and
 - (f) "Municipality" means the Town of Amherst.

Roles and Responsibilities

4.
 - (a) Only Council may appoint Members to external bodies.
 - (b) Any appointment by Council of Members to external bodies shall be made pursuant to section 9 of this Policy.
5. Council shall only make appointments to external committees after having received and considered the terms of reference from external committee.
6. The Clerk shall keep a list of the appointments of Members to external bodies made by Council.

External Bodies

7. Council shall not be bound by the by-laws or articles of incorporation adopted by an external body providing for the appointment of a Member to such body.

Council Appointments Required by Enactment, By-law or Agreement

8. (1) Council may appoint Members to external bodies
 - (i) in accordance with any enactment of the Government of Canada or Province of Nova Scotia;
 - (ii) in accordance with the By-laws of the Municipality or an agreement to which the Municipality is a party; or
 - (iii) as otherwise directed by Council.
- (2) An external body Council considers meets the purpose of subsection 1 of this section shall be named in Appendix A.
- (3) Council may amend Appendix A to add or remove the name of an external body.

External Bodies by Council Appointment

9. (1) Council may appoint Members to bodies, including external bodies, which in the opinion of Council:
 - (a) are community wide in scope;
 - (b) affect or may affect a municipal interest; or
 - (c) are community organizations with a mandate to provide an alternative service delivery in respect of municipal property on behalf of the Municipality, and to which the Municipality is the primary funder.
- (2) Information or actions from a Committee to be considered by Council will be presented using the “External Committee Report Template” and included in the agenda package for the next regularly scheduled meeting.
- (3) An external body Council considers meets the purpose of subsection 1 of this section shall be named in Appendix B.
- (4) Council may amend Appendix B to add or remove the name of an external body.

External Bodies Without Council Appointment

10. (1) A Member who sits on a body that has not been appointed to such body by Council shall advise the Clerk of the name of the body on which he or she sits.
- (2) The Clerk shall retain a list of the names of the bodies provided by the Members pursuant to subsection 1 of this section and the list shall indicate the name of the Member and the name of the body provided.
- (3) The Clerk shall retain the list created pursuant to subsection 2 of this section in the Office of the Municipal Clerk as a public record.
- (4) The Clerk shall provide the list annually to the Members for their review and the Members shall advise the Clerk of any errors or omissions on such list.

Conflict of Interest

11. (1) *All members of Council are encouraged to consider the Municipal Conflict of Interest Act in all matters that come before them in their duties as a public representative on any group in which they serve in a capacity other than formally appointed by Council.*
- (2) *If you feel you are in a position where you may be in a direct, indirect or even perceived conflict you should:*
 - *As soon as practicable after the commencement of the meeting disclose the interest and the general nature thereof; then withdraw from his/her place as a member and*

- *In the case of a closed meeting, leave the room in which meeting is held for the duration of the consideration of the matter, and*
- *In the case of a meeting that is open to the public, leave his/her seat and take a seat in the public gallery until the matter is concluded.*

(3) When in doubt, Councillors are encouraged to err on the side of caution and declare a conflict.

Appendices

12. Any Appendix attached to this Policy shall form part of the Policy.

- Appendix A – External Bodies to which Members are appointed pursuant to section 9
- Appendix B - External Bodies to which Members are appointed pursuant to Section 10
- **Appendix C – Definitions**

Appendix A
External Bodies to which Members
are appointed pursuant to section 9

Board, Committee or Commission	Members Appointed	Act, Legislation, By-Law Agreement or Membership
Cumberland Public Libraries Board	1 Member appointed	By-laws of Board
Cumberland Joint Services Management Authority	2 Members appointed	Intermunicipal Agreement
Regional Emergency Management	2 Members appointed	Intermunicipal Agreement
Northern Region Solid Waste	1 Member appointed	Intermunicipal Agreement
Cumberland YMCA	1 Member appointed	Contribution Agreement
LA Animal Shelter	1 Member appointed	Contribution Agreement

Appendix B
External Bodies to which Members
are appointed pursuant to Section 10

Board, Committee or Commission	Members of Council Appointed	Comments
Municipal Alcohol Project	1 Member appointed	By Request of Organization Council may appoint member
Senior Safety Advisory Committee	1 Member appointed	

Appendix C

Definitions

Indirect Pecuniary Interest

- A member has an indirect pecuniary interest in any matter
 - (a) if the member or the members nominee
 - (i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its shares to the public,
 - (ii) has a substantial interest in, or is a director or senior officer of, a corporation that offers its shares to the public, or
 - (iii) is a member of a body, whether incorporated or not, that has an interest in any matter in which the council or local board is concerned; or
 - (b) if the member is a partner of or associated in a joint venture with a person, or is in the employ of a person or body, whether incorporated or not, that has an interest in any matter in which the council or local board is concerned.

SYNOPSIS

Cumberland Central Landfill Community Liaison Committee

With the purchase of the Cumberland Central Landfill by GFL Environmental Inc. (GFL) their permit to operate the landfill requires that GFL set up a Community Liaison Committee. This committee will engage the community on matters relating to the operation of the landfill. The Town has the opportunity to appoint one member of Council on this committee.

MOTION:

That Council appoint Lisa Emery as a member to the new Cumberland Central Landfill Community Liaison Committee as recommended by Nova Scotia Environment.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, Chief Administrative Officer

DATE: April 25, 2022

SUBJECT: Appointment of Councillor to Cumberland Central Landfill Community Liaison Committee (CLC)

ORIGIN: Sale of Cumberland Central landfill assets to GFL

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

RECOMMENDATION: That Council appoint Lisa Emery as a member to the new Cumberland Central Landfill Community Liaison Committee as recommended by Nova Scotia Environment.

BACKGROUND: With the purchase of the Cumberland Central Landfill by GFL Environmental Inc. (GFL) their permit to operate the landfill requires that GFL set up a Community Liaison Committee. Effective CLCs maintain good public relations, foster environmental stewardship, and act as a vehicle for transparent and ongoing communications between community, stakeholders, and the proponent on matters pertaining to current and planned development in the community.

DISCUSSION: The Purpose of a CLC is:

- to act as an advisory body to a project proponent by providing input on existing or potential concerns of the community with respect to the project plan and activities; and
- to represent community interest by providing an avenue for the mutual exchange of information between the proponent and the community with respect to any existing or potential environmental effects of the project plan and activities

FINANCIAL IMPLICATIONS: There are no financial implications

SOCIAL JUSTICE IMPLICATIONS: There are none



AMHERST TOWN COUNCIL

RFD# 2022029

Date: April 25, 2022

ENVIRONMENTAL IMPLICATIONS: This is an important avenue for communication with GFL and the town.

COMMUNITY ENGAGEMENT: There was none

ALTERNATIVES: Do not appoint a councillor

ATTACHMENTS: Guide to the formation and operation of a Community Liaison Committee

Report prepared by: Jason MacDonald
Report and Financial approved by:





CUMBERLAND CENTRAL LANDFILL COMMUNITY LIAISON COMMITTEE

TERMS OF REFERENCE

PURPOSE

The Cumberland Central Landfill Community Liaison Committee (“the Committee”) will provide an opportunity for regular consultation between GFL Environmental Inc. (GFL), the Municipality of the County of Cumberland, the Towns of Amherst and Oxford and the community at large on matters relating to the operation of the Cumberland Central Landfill (“the site”) during its operating period.

The following provides the guidelines for Committee function. Additions and changes will be made at the discretion of the Committee.

MEMBERSHIP

- Membership will be kept to a maximum of 10 members in addition to the Chair.
- Membership is to be representative of the following stakeholder groups:
 - The community in the vicinity of the site (ideally 2 residents)
 - The broader Cumberland community (ideally 2 residents/business operators)
 - The Municipality of the County of Cumberland (1 elected official)
 - The Town of Amherst (1 elected official)
 - The Town of Oxford (1 elected official)
 - Municipal Solid Waste Education and Contract Coordinator
 - GFL Environmental Inc. (max. 2 representatives)
- Committee Chair/Facilitator
- A representative from the following shall be invited to attend meetings:
 - Nova Scotia Environment and Climate Change.

Members will serve for a two (2) year term, and may serve up to three (3) consecutive terms on the Committee. If, at the end of this time period, a replacement cannot be identified, the member may continue to serve on the Committee until such time as a replacement is found.

- When a member leaves the Committee, they may recommend their replacement to the Committee.

INDEPENDENT CHAIRPERSON/FACILITATOR

- Meetings will be chaired by an independent Chair/Facilitator:
 - that is acceptable to the Committee and the site General Manager
 - the Chair/Facilitator shall be neutral and cannot represent a vested interest with respect to the site
 - The Chair/Facilitator may be a resident/business operator from the Cumberland Region who has:
 - respect and recognition in the community; and/or
 - experience running meetings in a fair and responsible manner.
- The Chair/Facilitator will direct meeting discussions to ensure that:
 - agenda items are addressed, and
 - everyone has the chance to contribute, and
 - discussions are resolved and resolutions are documented clearly, and
 - any action items are noted and the responsible party is identified.

MEETINGS

- It is anticipated that the Committee will meet twice a year (spring and fall). There may be times when more frequent meetings are required.
- Meetings will be held during business hours and are expected to be approximately 2 hours in duration.
- Meetings shall be chaired by the Chair/Facilitator.
- Observers from the community, the municipalities and GFL shall be permitted to attend Committee meetings. At the end of each meeting, there will be an opportunity for observers to address the Committee.
- The Chair/Facilitator will reschedule meetings when necessary and in consultation with the site General Manager and the Committee members.

- Special or additional meetings may be requested by a Committee member by calling the Chair/Facilitator who will call the other members to determine if the minimum number of members can attend. The person must explain the reason for the meeting.
- The Committee may ask for replacement of a member who has missed more than 2 meetings in a row.
- In-person meetings are the preferred method. If virtual meetings are required, the meetings shall be conducted via MS Teams.

ROLES AND RESPONSIBILITIES

Members commit to the following:

- To make reasonable effort to attend meetings at the expected frequency of twice per year.
- To review materials circulated in support of meetings, such as meeting minutes, in a timely manner.
- To attend public consultation events related to the site.
- To review all materials written on behalf of the Committee (such as press releases) in draft form prior to issue.
- Community representatives will provide information, opinions and advice to GFL and the municipalities regarding the site as representatives of their community.
- GFL and the municipal representatives will provide the community with the opportunity to be informed about the site, discuss issues and ideas, request information, review monitoring results, and tour the site.

LOGISTICS

- GFL will provide logistical and administrative support to the Committee including:
 - Arranging meetings, and
 - Taking and distributing minutes, and
 - Maintaining a list of Committee members including contact information, and
 - Responding to requests for information; and
 - Distributing documents to interested parties.

GUIDING PRINCIPLES

- All members shall participate in meetings actively and positively, in good faith, treating each other with respect.

SYNOPSIS

Bylaw to Amend the Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems

Second Reading

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 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 27th, 1999. The by-law primarily deals with police and fire response to alarms within town limits and false alarms. This bylaw 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.

The purpose of the proposed amendments will remove or edit any reference to “permits” such as in section 3 so that permits are not required, and references to “permittee” changed to “owner/lessee”

MOTION:

That Council approve of second and final reading of the Bylaw to Amend the Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems.



AMHERST TOWN COUNCIL

RFD# 2022028

Date: April 25, 2022

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Dwayne Pike, Chief of Police

DATE: April 25, 2022

SUBJECT: Bylaw to Amend the Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems, C-11

ORIGIN: December 8th, 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 second and final reading of the Bylaw to Amend the Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems, C-11

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. Council gave First Reading on March 28, 2022.

DISCUSSION: By-law C-11, in respect to intrusion, robbery and fire alarm systems came into effect on September 27th, 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 3rd (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 26th 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: First reading was given March 28, 2022. Notice of Intent of Second reading appeared in the Cumberland Wire on April 6, 2022.



AMHERST TOWN COUNCIL

RFD# 2022028

Date: April 25, 2022

ALTERNATIVES: Do not make changes to the Alarm Bylaw

ATTACHMENTS: Bylaw to Amend, Alarm By-Law C-11 (with suggested amendments)

Report prepared by: Dwayne Pike, Chief of Police
Report and Financial approved by:



**BY-LAW TO AMEND THE BYLAW RESPECTION INTRUSION, ROBBERY
AND FIRE ALARM SYSTEMS, C-11**

The Town of Amherst Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems, C-11 is hereby amended as follows:

“Remove or edit any reference to “permits” such as in section 3 so that permits are not required, and references to “permittee” changed to “owner/lessee”

First Reading of Council –
Notice of Intention to Adopt –
Second Reading of Council –
Sent to Municipal Affairs –
Notice of Publication -
Effective Date –

Annotation for Official Bylaw Book	
Date of First Reading	
Date of advertisement of Notice of Intent to Consider	
Date of Second Reading	
Date of mailing to Municipal Affairs	
Date of Advertisement / Notice of Publication	
Effective Date of Bylaw	
I certify that this Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems, C-11 was adopted by Council and published as indicated above.	
<hr/> Kimberlee Jones Municipal Clerk	<hr/> Date

First Reading of Council –
 Notice of Intention to Adopt –
 Second Reading of Council –
 Sent to Municipal Affairs –
 Notice of Publication -
 Effective Date –

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.

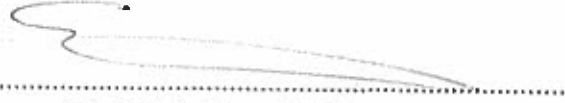
IF THERE ARE ANY FURTHER QUESTIONS REGARDING THIS MATTER, PLEASE FEEL FREE TO CONTACT THE TOWN OF AMHERST CORPORATE SERVICES.

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 27th day of September A.D., 1999.

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

A handwritten signature in dark 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.

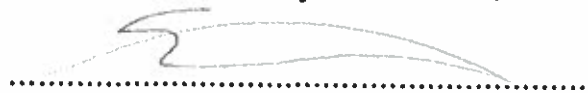
Copies of this new bylaw may be inspected at the office of the Town Clerk, Confederation Memorial Building, Ratchford Street during regular business hours.

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 6th day of October, 1999.



TOWN CLERK



AMHERST POLICE DEPARTMENT





Mass Marketing Frauds and Other Scams

According to the Canadian Anti-Fraud Centre, in 2021 :

- \$380,000,000 was lost to frauds (an increase of 130% over 2020!!!)
- 67,533 people were victims of Fraud
- 106,306 complaints of fraud were received
- Its estimated that only 5% of frauds are actually reported

New Scams and Frauds are happening daily with new types being invented every day

Such Scams can often be hard to distinguish from legitimate activities





Mass Marketing Frauds and Other Scams

- The highest losses from Frauds in 2021 were investment scams, exceeding \$113 Million;
- Extortion frauds, Phishing, Merchandise Scams, Service Scams and Vendor Fraud where the 5 most reported scams in 2021
- The Canadian Anti-fraud Centre and the RCMP National Cybercrime Coordination Unit are working on a new reporting system for frauds which should be in place in 2023/2024



AMHERST POLICE DEPARTMENT



Mass Marketing Frauds and Other Scams

There are many different kinds of Scams circulating that may be characterized by:

- Unexpected Money or winnings;
- Buyer/Seller Fraud
- Fake Charities
- Dating schemes
- Get rich quick operations
- Threats and extortion
- Identity theft



AMHERST POLICE DEPARTMENT

Mass Marketing Frauds and Other Scams



Many of the common frauds we see are difficult to investigate for a number of reasons:

- Many frauds/ attempted frauds do not get reported;
- Investigation often requires a specialized service that includes a cyber unit or someone with special skills training or knowledge to investigate and prosecute;
- Frauds very often include jurisdictional issues, that may cross provincial and/or national borders and require a tremendous amount of resources, often resulting in multiple warrants in different jurisdictions and assistance from other agencies;
- Large scale frauds are often very well organized and result in thousands of pages of documentation and banking information that needs to be processed;
- Much of the information relating to frauds is received and compiled too late and fraudsters have already moved on to something new



AMHERST POLICE DEPARTMENT

Mass Marketing Frauds and Other Scams



- Many major scams originate outside of Canada/North America and require international warrants called “MLATS”
- *Mutual Legal Assistance Treaty* warrants can take over a year to process and get the results and involve numerous agencies both inside and outside of Canada
- We take complaints on all frauds, and attempt to resolve the ones in which people have actually been defrauded;
- Mass Marketing frauds in which no loss is reported, is no longer tracked by Stats Canada;
- Police and Prosecutors often have to weigh out the pros and cons of continuing an investigation into complex frauds

Amherst’s No. 2 in Canada fraud ranking is misleading

But fraud is still a serious problem in Amherst and Cumberland County

[Dave Mathieson](#) | Posted: May 30, 2019, 4:28 p.m. | Updated: May 31, 2019, 7:36 a.m. | 3 Min Read



Atlantic Canada > Federal Election

Amherst Police warning of telephone, Internet scams

AMHERST – The Amherst Police Department is advising residents to be cautious of several frauds circulating throughout the Amherst area.

AMHERST POLICE DEPARTMENT

Mass Marketing Frauds and Other Scams



Mass Marketing and similar frauds can be reported to local police and to the "Canadian Anti-Fraud Centre.

The CAFC is responsible for:

- Collection of information concerning Frauds and Identity theft;
- Providing information on past and current that affect Canadians
- Providing information on
 - How to protect yourself from frauds
 - What to do if you are a victim of fraud
 - How frauds and scams operate



AMHERST POLICE DEPARTMENT



Common Scams

CRA Scams:

There are several 'CRA' scams circulating at this time

- Text or instant message offering refunds - scammers will send a message from a fake number to your phone or tablet. They will claim to be the CRA and offer a refund, encouraging you to click on a link provided in their message;
- Fraudulent Tax Return - Identity Theft - Scammers acquire personal information (such as user ID and passwords), and file fake tax returns in your name. You may notice:
 - A change in your account
 - An email notification saying your account has been modified or changed
 - A delay in receiving credits or refunds
 - Difficulty filing taxes online - Contact the CRA immediately!!!



AMHERST POLICE DEPARTMENT



Common Scams

CRA Scams:

- Extortion call demanding payment – Scammers call and threaten victims with arrest or may say a warrant has been issued:
 - Number may appear to be a local number
 - May ask you to confirm your SIN
 - The CRA does not use aggressive language or threats
 - CRA does not use or accept Bitcoin, Prepaid Credit Cards or Gift cards
- Email message offering a refund – receiving a fake email impersonating the CRA and encouraging you to click on a link;
 - Do not reply or click on the link
 - The CRA does not ask for personal info or banking info by email

AMHERST POLICE DEPARTMENT



Common Scams

Emergency or 'Grandparent' Scam:

- The caller pretends to be a relative, close friend or a grandchild that that is in trouble;
- They ask that you send money because of an accident, injury, an arrest or another unfortunate incident that has happened to them;
- They may ask that money be 'wired' to them and that you keep the transaction 'confidential' because they are 'embarrassed' by the situation they are in



Telemarketing Scams:

- Scammers pretend to be telemarketers offering deals on products.
- They ask for banking or credit card information to pay for these items;
- They often clean out the accounts or max credit card limits;

'Investigator' Scams:

- Victim is contacted and asked to assist with a banking investigation which involves the withdrawal of funds;
- Victim is led to believe they are assisting law enforcement or a legitimate investigator with a criminal investigation and will often be left with a distrust of local authorities



AMHERST POLICE DEPARTMENT



Common Scams

'Romance' Scams:

- These occur when criminals use a fake online to gain the affection, trust and confidence of the victim;
- The scammer appears to be genuine, caring and trustworthy, often pretending to be in the military or working outside the country
- Often use dating and social media sites to build a relationship with the victim;
- Sooner or later, they ask for money as a result of being stranded while travelling or some other emergency issue

Investment Scams:

- Scammers use fake identities to encourage people to invest in cryptocurrency and use what appears to be legitimate website to do so;
- Last year Canadians lost \$70.2 Million;
- Check with your bank legitimate and other legitimate sources rather than unsolicited emails or messages

AMHERST POLICE DEPARTMENT

Common Scams



iTunes Cards

- Many scams use 'iTunes cards' as part of their fraudulent scheme;
- Victims are asked to make payments for overdue taxes or other fake bills via iTunes cards.
- The cards are purchased and the numbers are provided to the criminals who sell the numbers online for a fraction of the price
- Purchases with iTunes cards can be tracked, but it can be hard to prosecute those who buy the card numbers online



Amherst Police Dept Nova Scotia
@AmherstPD

APD has been receiving complaints about suspicious emails asking for iTunes cards. Scammers are pretending to be local people and are emailing local people. Don't be a victim! If you get a suspicious email like this, contact APD at (902) 667-8600

4:02 ч. сл.об. · 12.04.2019 г. · Twitter for iPhone

AMHERST, N.S. – Amherst police are warning people to beware of two phone scams; the iTunes gift card scam, and the grandparent scam.

The warning comes on the heels of two incidents in Amherst whereby one senior, a man, was scammed out of \$19,000.

"It was about 200 iTunes gift cards, and they were all worth \$100 and \$50," said Const. Tom Wood of the Amherst Police Department.

And another senior, a woman, was scammed out of \$8,000.

AMHERST POLICE DEPARTMENT



Education is **by far** the best tool to fight Scams. Learn how to avoid being a victim!

Stay Safe online:

- Secure your accounts – use hard to guess passwords, multi-factor authentication
- Use a pop-up blocker
- Don't click on email links

Secure your devices:

- Ensure that phones and devices are password protected
- Utilize virus protection and other forms of online defense

Secure your Connections:

- Protect your WIFI, networks and blue tooth connections;
- Use a firewall





Protect yourself from Scams:

- Don't be afraid to say no
- Do your research
- Don't give out personal information
- Only log in from trusted sources
- Beware of upfront fees
- Be careful who you share images with
- Know who you are dealing with
- Do not give out information to unsolicited communications;
- Never give anyone remote access to your computer if the contact is unsolicited, no matter how legit they may seem;





Protect yourself from Scams:

Signs that it's a scam:

- Scammers pretend to be from an organization that you are familiar with;
- Scammers will say 'there is a problem' or 'there is a prize'
- Scammers will pressure you to act immediately
- Scammers will want you to pay in a specific way



Avoid being defrauded:

- Block unwanted calls and text messages
- Don't give out personal or financial information as a result of a request you didn't expect
- Resist the pressure to act immediately, give yourself time to think and review and talk to someone you trust
- Know how scam artists expect to get paid



AMHERST POLICE DEPARTMENT



Toronto police make another arrest in widespread 'grandparent scam,' fraud totals over \$1.1M

32 arrested at Indian call centre that targeted Canadians

Torontonians arrested in international business email scammer sweep

Watch RCMP arrest alleged 'money mules' tied to overseas scam calls

Federal authorities have arrested a Toronto-area husband and wife accused of being Canadian accomplices to an enormous global scam involving overseas call centres, including the so-called CRA tax scam.

The calls will be familiar to many Canadians: Scammers, commonly in India, impersonate officials from the Canada Revenue Agency and insist the recipient owes taxes and must pay immediately, or else face arrest or imprisonment.



MONTREAL | News

Montrealer charged in the US for alleged \$30 million fraud targeting thousands of seniors

Internal Committee Report

Planning Advisory Committee

April 2022

The Planning Advisory Committee met on April 4, 2022 to hear staff reports regarding the potential demolition of two dangerous & unsightly properties. The Committee is scheduled to meet again on May 2, 2022 where a demolition order may be considered. Also, on the agenda for the May meeting will be staff reports on two other dangerous & unsightly properties, and review of a development agreement application for 27 West Pleasant Street.

Internal Committee Report

Amherst Board of Police Commissioners

April 2022

The Amherst Board of Police Commissioners met on April 13th at 3:00 p.m. Items on the agenda included the swearing in of new citizen board members Holly MacDonald and Bruce Lloyd, a review of the intersection study, procurement of capital equipment, as well as mandatory staff training and the status of compliance.

A motion was also made that the Board recommend Council amend the Bylaw Respecting the Amherst Board of Police Commissioners to include the following statement:

“The Town of Amherst is an inclusive and equitable organization. We value inclusivity & diversity in all areas of the workplace, including the Amherst Board of Police Commissioners. We encourage membership from members of groups who are typically underrepresented and with historical and/or current barriers to equity.”

Internal Committee Report

Audit Committee

April 2022

The Audit Committee met on March 29, 2022. Items on the agenda included a review of the third quarter financial report, as well as the capital budget actuals year-to-date.

A motion was also passed that the Audit Committee make a recommendation to Council to appoint Jorgensen & Bickerton as the Municipal Auditor for the 2021-2022 fiscal year, and that a procurement document for the 2022-2023 audit services be presented to the Audit Committee for review no later than October 21, 2022.

Internal Committee Report

Amherst Youth Town Council

April 2022

In this meeting on April 14, 2022 the attendees were Aurelia Mitchell, Rowan Blanch, Kennedy Allen, Leah Brunt and Olivia Yunn. Oskar Sigtryggsson and Kendalynn Brown. Serah Quinn and Hallee Humphrey Gagnon sent regrets.

In this meeting we discussed getting the community involved in no mow May, which is an organization that encourages not mowing your lawn in the month of May to help insects like bees. The Amherst Youth Town Council would like to participate in no mow May by making posters to post around town, posting on our facebook and Instagram pages. We would like to get our schools involved as well. The Amherst Youth Town Council would like to get applications of interest out as soon as possible.

Internal Committee Report

Accessibility Advisory Committee

April 2022

The Accessibility Advisory Committee met on April 13, 2022 at 6:00 p.m. Items on the agenda included a review of the potential stakeholders list as well as a communication process. The next meeting is scheduled for May 11, 2022 at 6:00 p.m.

Internal Committee Report

Inclusion, Diversity and Equity Committee

April 2022

The Inclusion, Diversity and Equity Committee met on April 4, 2022 at 6:00 p.m.

Items on the agenda included a motion to Council recommending the re-naming of Lord Amherst Drive, and further, that staff be directed to review and bring forward amendments to the Town's Street Naming Policy.

The Committee also discussed a Territorial Acknowledgement, and the review and drafting of an Inclusion, Diversity and Equity Strategy.

The next meeting is scheduled for May 4, 2022 at 6:00 p.m.

External Committee Report

Cumberland Public Libraries

April 2022

Rapid Tests

Cumberland Public Libraries is continuing to hand out rapid test kits to the public. Currently the library is receiving weekly shipments. The library has also received hand sanitizer and adult masks to distribute to the public.

Same Page NS

Same Page is a partnership between 8 regional libraries from across Nova Scotia (excluding Halifax). It provides access to the collections of over 60 library branches across the province. That's almost one million items! And no overdue fines.

In-Person Programming

In-person programming has resumed starting April 1st. The library is taking a cautious approach, bringing back our Twisted Stitchers and Once Upon a Time programs first to gauge public interest. Our events calendar will be updated as we expand our in-person programming further.

Dolly Parton Imagination Library

There has been overwhelming interest in the Dolly Parton Imagination Library! The program is currently seeking donations from the public to enroll more Cumberland County children. The Library is supporting this endeavor by taking care of the database of children who will receive books.

Statistics

In the month of February, Cumberland Public Libraries signed out over 5,648 items, 2,493 items in Amherst alone. This includes books, movies, TV shows, magazines and more. The Four Fathers Library had 3,716 in person visits.

The next Board meeting is scheduled for June 21st, 2022.

External Committee Report

YMCA of Cumberland

April 2022

- Friday Night Fun Friday Night Fun has been running every Friday night with 10-18 participants per group each night.
- The child protection committee will conduct a Child Protection Review for the year 2022 on March 29, 2022.
- With the province going into Phase 3, the afterschool programs are able to return to 30 children per group. Masks will continue to be worn for School Aged as per the provincial government announcement
- A Babysitting Course was held on Wednesday, March 16, 2022 with 11 participants.
- Before and Afterschool program expansion is underway with 7 new sites planned to open in September across Cumberland County
- We currently have 1051 active members, 112 active subsidized members.
- Aquatics Group Lesson Registration for the spring session is open (currently 158 registrants). We are planning to double our private lesson capacity to 84 to better accommodate the demand.
- New fitness schedule began April 3 to July 2, 2022.
- Another session of EXCEL is being planned to launch.
- The graduation program, Active for Life, is in the preliminary planning stages to be offered at our YMCA. We are expecting to start both programs in April.
- Y Thrive training is to be done with staff to build coaching capacity.
- Currently operating at 100% capacity as per Government regulations. All restrictions lifted and masks are a personal choice. Members are encouraged to keep cleaning equipment before and after use. Class sizes will be increasing gradually as needed. Youth Programming has resumed with 4 Programs starting in April; Youth Dry Land Sport Training, Dance Dance, Basketball Camp, and Cheer Camp. Mom and Baby Strength class currently being offered as a program in the Studio on Tuesdays and Thursdays at 10:00 – 11:00. This class is running for 8 weeks with a maximum of 7 people and the class is full
- The final amount raised from Coldest Night of the Year is \$20,248, the YMCA of Cumberland will receive 75% of this (around \$15,000).
- The YMCA of Cumberland will be officially removing the Strong Kids Campaign from our brand. Our annual campaign will be branded as the Strong Communities Campaign; this change will align us with the three YMCAs in New Brunswick that have also adapted this campaign name. Campaign resources and branding have been shared from the YMCA of Greater Saint John as they created the logo and campaign name. YMCA Canada has not provided fundraising support to associations since 2020 and they do not update any of the Strong Kids assets. As we serve more than just children, this campaign name also allows us to remind our community that we provide support to people of all ages in multiple different ways.
- A new tenant moved in on April 1st, filling all 4 apartments.

External Committee Report

Solid Waste Management

April 2022

Provincial Updates

Extended Producer Responsibility (EPR)

The Priorities committee submitted the municipal consensus response to the Extended Producer Responsibility for Printed Paper and Packaging consultation. This response was on behalf of the Nova Scotia Solid Waste Regional Chairs Committee (Regional Chairs), the Nova Scotia Federation of Municipalities (NSFM) and the Association of Municipal Administrators Nova Scotia (AMA).

Education & Enforcement

Solid Waste Hotline

In the month of March, the hotline received 266 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- Dual Stream Recycling

What Goes Where- Fast Food Containers

Illegal dumping

Enforcement

202 audits took place in the month of March.

44 Recycling audits

79 Green carts

79 Garbage

Education

Solid waste education continues to remain busy. We are currently visiting with the tenants of the Cobequid Housing Authority to review sorting requirements.

Divert NS Scholarship

As a reminder 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 for more information.

External Committee Report

L.A. Animal Shelter

April 2022

The shelter is currently housing 36 cats and one dog. In March we adopted out 21 cats and kittens and 2 dogs. Twelve cats and one dog have been adopted out in April so far.

We are currently planning our Spring Tea - and very excited for its return. With it we will also launch our Canada Lotto Ticket Raffle. The Tea is being held on Saturday, May 7 at Dayle's Grand Market.

We have received the first installment of the contract payments for 2022 from the Town and the Municipality.

Thanks to a dedicated staff things are quiet and running smoothly here at the shelter.

External Committee Report

Advisory Committee to Reduce Poverty

April 2022

The Advisory Committee to Reduce Poverty met on April 21st at 4:30 p.m.

Items on the agenda included a presentation by Hailie Tattrie on Qualitative and Quantitative Poverty Data, as well as a discussion on Housing, Emergency Shelter and Youth Outreach and Education.

Discussion also focused on identifying the top three priorities for strategic planning development, and a proposed timeline for such.