



Town of Amherst
Regular Council Meeting
Agenda

Date: **Monday, November 25, 2024**
Time: **6:00 pm**
Location: **Board Room, Town Hall**

	Pages
1. CALL TO ORDER	
2. TERRITORIAL ACKNOWLEDGMENT	
<p>“I would like to acknowledge that our gathering today is taking place in (MEEG-MA-GEE), the traditional, unceded and ancestral territory of the Mi’kmaw people. I would also like to acknowledge that Nova Scotia has another unique people. These are the Indigenous Blacks of Nova Scotia whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people.”</p>	
3. APPROVAL OF AGENDA/ACCEPTANCE OF MINUTES	
3.1 Approval of the Agenda	
3.2 Acceptance of Minutes	
3.2.1 September 23, 2024 Regular Council	3 - 16
3.2.2 October 3, 2024 Special Council	17 - 17
4. REQUESTS FOR DECISION	
4.1 Election of Deputy Mayor - Small	18 - 18
4.2 Council Committee Appointments - Ripley	19 - 20
4.3 Code of Conduct for Elected Municipal Officials - Davidson	21 - 36
4.4 Signing Authority - Furlong	37 - 40
4.5 Christie Foundation Donation - Wells	41 - 44
4.6 Fire Services Agreement - Chambers	45 - 55

4.7	Fireworks - Ripley	56 - 56
5.	INTERNAL COMMITTEE REPORTS	
5.1	Planning Advisory Committee - Chambers	57 - 57
5.2	Amherst Board of Police Commissioners - Davidson	58 - 58
5.3	Amherst Youth Town Council - Leah Brunt	59 - 59
5.4	Poverty Reduction Advisory Committee - Wells	60 - 60
6.	EXTERNAL COMMITTEE REPORTS	
6.1	Cumberland Public Libraries - McManaman	61 - 61
6.2	Cumberland YMCA - Chambers	62 - 62
6.3	Northern Region Solid Waste Management - Furlong	63 - 63
7.	ADJOURNMENT	

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: September 23, 2024
Time: 6:00 pm
Location: Council Chambers, Town Hall

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

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

1. CALL TO ORDER

Mayor Kogon called the meeting to order.

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

3. APPROVAL OF AGENDA / ACCEPTANCE OF MINUTES

3.1 Approval of Agenda

Moved By Councillor Baker

Seconded By Councillor Emery

To approve the agenda as circulated.

Motion Carried

3.2 Acceptance of Minutes

3.2.1 June 24, 2024 Regular Meeting

The Mayor called for any errors or omissions. There being none, the minutes of the June 24, 2024 regular meeting were approved as circulated.

3.2.2 August 12, 2024 Special Meeting

The Mayor called for any errors or omissions. There being none, the minutes of the August 12, 2024 special meeting were approved as circulated.

3.2.3 September 5, 2024 Public Hearing

The Mayor called for any errors or omissions. There being none, the minutes of the September 5, 2024 public hearing were approved as circulated.

4. PRESENTATIONS

4.1 Jim and Debbie Lowther / Amherst Armouries

The presenters were not in attendance.

5. REQUESTS FOR DECISION

5.1 9 LaPlanche Street Development Agreement Second Reading

Moved By Councillor Davidson

Seconded By Councillor Landry

That Council give Second Reading of the development agreement for 9 LaPlanche Street.

Motion Carried

This Agreement made this _____ Day of _____ 2024.

Between:

Owner of property located at 9 LaPlanche Street [PID 25022872, 25022922, and 25005828], hereinafter called the "Owner"),

of the one part, and

The Town of Amherst (a body corporate in the Province of Nova Scotia, hereinafter called the "Town"),

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP-9 of the Municipal Planning Strategy of the Town of Amherst, to renovate an existing building to include six new apartment units on property located at 9 LaPlanche Street [PID 25022872, 25022922, and 25005828

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an Agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the __ Day of _____ 2024, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Property Location Map

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the Development Agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct three 6 apartment units on the second and third floors of the existing building, subject to Schedules A and B attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

SIGNED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD, Mayor

Jason MacDonald, MCIP, LPP, CAO

FOR THE OWNER

Jeanault Lasnier
Camaleon Holdings

Schedule A

9 LaPlanche Street, PID 25022872, 25022922, 25005828 - Development Agreement

Terms and Conditions:

1. USE OF LAND AND BUILDINGS

- 1.0 The use of the property shall be limited to ground floor commercial uses six (6) apartment units within the second and third floors of an existing building located on property shown on Schedule 'B'.
- 1.1 The ground floor of the building will not contain residential uses except for access to the upper floors.
- 1.2 Prior to issuance of a Building Permit, the Owner shall submit construction drawings as required by the Building Code to the satisfaction of the Building Inspector.
- 1.3 The Owner shall be responsible for ongoing compliance with the Town of Amherst Solid Waste Bylaw, including but not limited to, maintenance of solid waste containment where located outside the building.

2. GENERAL REQUIREMENTS

- 2.1 The Owner shall keep the Lands and building and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 2.3 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties or streets.
- 2.4 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste, and taking all reasonable measures to minimize dust.
- 2.5 Accessory buildings may be permitted on the Lands in accordance with the Town of Amherst Land Use Bylaw.

Schedule B

9 Laplanche Street (PID 25022872, 25022822, 25005828)



5.2 Bell Mobility Tower Lease
Moved By Councillor Chambers
Seconded By Councillor Emery
That Council approve the lease agreement as attached between Bell Mobility Inc. and the Town of Amherst and authorize the Mayor and CAO to sign on behalf of the Town.

Motion Carried

5.3 Havelock / Victoria Street Intersection Traffic Signals
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Chambers
That Council approve removing the traffic signals from the intersection of Victoria Street and LaPlanche Street and installing the appropriate signage for an all way (4-way) stop intersection, and further that Council direct staff to investigate accessibility options for cross walk signals at the intersection of Havelock and Victoria Street.

Motion Carried 6-1
Councillor Baker NAY Vote

5.4 Tax Collection Policy Amendments
Moved By Councillor Landry
Seconded By Deputy Mayor Fawthrop
That Council approve the proposed amendments to the renamed Revenue Collection Policy # 3800-07.

Motion Carried

TITLE: TAX REVENUE COLLECTION POLICY
SECTION: FINANCIAL MANAGEMENT
POLICY NO: 03800-01

APPROVAL DATE: _____ CAO Signature: _____

POLICY STATEMENT

To establish a policy for effective and efficient collection of tax and other accounts receivable.

PURPOSE:

To set out policy and guidelines for the collection of all outstanding taxes due to the Town of Amherst in accordance with the provisions of the *Municipal Government Act, S.N.S., 1998, c.18, Part VI, "Tax Collection"*.

The purpose of the Revenue Collection Policy is to:

1. Ensure municipal tax revenues are collected in a timely and effective manner;
2. Ensure that all taxpayers are treated fairly and equitably; and,
3. Provide staff with guidance for informed and sustainable decision making, consistent with organizational values of excellence and fiscal responsibility.

1. BILLINGS, NOTICES AND REMINDERS

1. Under the adoption of a resolution by Council each year, interim tax bills may be issued. **The town will issue an interim tax bill each year.** They are to be calculated in accordance with the Town's Instalment Billing Policy, #03800-03.
2. Following the setting of the tax rate, final tax bills shall be issued, due no earlier than 30 days from the date of issue.
3. ~~At Council's discretion and following the setting of the tax rate, tax bills may be issued once during the year.~~
4. Statements of account shall be issued periodically throughout the year for all amounts due. ~~and shall contain either of the following headings:~~
 - ~~(a) Reminder - Overdue Account~~
 - ~~(b) Tax Sale Warning~~
5. Discretion is exercised by the person fulfilling the duties of ~~Tax Collector~~ **Revenue Officer**, who may suppress the dispatch of notice on certain accounts because of special circumstances or smallness of balance. ~~As a general rule, however, all procedures will be followed right up to an actual Tax Sale if the arrears are \$100 or more. (With this first notice of intended sale, there is some benefit in mailing notices to property owners owing less than \$100 in an endeavour to induce payment to clear accounts.)~~

2. COLLECTION LIMIT

If the amount of taxes, including interest, is below one hundred dollars (\$100.00), then, in accordance with Section 134(4)(b) of the *Municipal Government Act*, the property ~~shall~~ **may** not be put up for tax sale.

3. PRELIMINARY TAX SALE NOTICE

The time period for payment of overdue taxes to be set forth in the preliminary notice described in Section 138 of the *Municipal Government Act* shall be ~~extended from 14 days to 21 days~~ **between 14 and 21 days.**

4. FEE FOR EXECUTION OF WARRANT

~~The person executing a warrant is entitled to be reimbursed in the amount of 30% of the total collected.~~
 In the event that services of an outside agency are used, staff are authorized to pay the fee charged by that agency for execution of the warrant.

5. FEE FOR ISSUING OF TAX DEEDS

Deeds for property purchased at tax sales shall be prepared and registered by the Town Solicitor and it shall be the responsibility of the purchaser to refund the Town for the full cost of having the deed prepared and registered, in accordance with Section 155 of the *Municipal Government Act*.

6. SURVEYS FOR PROPERTIES TO BE SOLD AT TAX SALE

Included in the documentation of the tax sale file shall be the PID number and map showing the location of the property and its boundaries, and any buildings that appear on the property. This policy shall permit the Treasurer, if he or she deems it necessary, to engage a survey firm to perform work on a property which may include a survey of the property which has been sold or will be sold at tax sale. In exercising this discretion, the Treasurer shall take into account the work to be performed by a survey firm in relation to the overall benefit to the Town and all of the circumstances of the particular case.

7. TAX CERTIFICATES

The fee for a Tax Certificate shall be ~~set out in the User Fee Policy # 03470-03. the sum of Fifty Dollars (\$50.00) for each certificate. There shall be only one certificate for each property.~~

8. INTEREST ON ALL TOWN OVERDUE ACCOUNTS

Simple interest at the rate of one percent (1%) per month, **twelve percent (12%) per annum**, shall be added to each account for which taxes **or charges** have not been paid in full by the due date.

9. INTEREST ON OVERPAYMENTS/APPEALS

Where an overpayment of taxes has been made, or where an assessment appeal is pending, the Town shall pay interest on the excess taxes paid at the rate of 0% per annum from the date of overpayment.

(For greater clarity, Section 114(1) of the *Municipal Government Act* states: **“Taxes on property may be collected or recovered even if the assessment of the property is under appeal.”**

10. TAX ARREARS PAYMENT ARRANGEMENTS

The Town of Amherst hereby delegates to the Treasurer **or a person whom the Treasurer delegates**, the power to enter into tax arrears payment agreement with the taxpayer, pursuant to Section 134(4)(3)-(e) of the *Municipal Government Act*. ~~Such payments shall be made in accordance with the Tax Collection Procedures adopted by Council.~~

11. MISCELLANEOUS ACCOUNT ADJUSTMENTS/WRITE OFFS

Principal and interest amounts totalling \$250 or less can be written off for miscellaneous accounts (excluding taxes, water and sewer) receivable at the discretion of the CAO upon recommendation from the Treasurer after 120 days.

No account will be considered for write off unless:

1. All reasonable efforts have been exhausted by staff in its collection.
2. The internal and external costs to pursue collection of an account would reasonably be expected to exceed the amounts to be successfully collected.
3. Where a customer has been discharged from their responsibilities under bankruptcy
4. Where the customer cannot be located, despite reasonable efforts to do so.

12. MISCELLANEOUS ACCOUNT INTEREST – OTHER GOVERNMENTAL AGENCIES

Any miscellaneous receivable interest charges may be reversed for other municipalities and federal or provincial government agencies, where payment may be late but ultimately paid in a reasonable amount of time at the discretion of the CAO upon recommendation from the Treasurer.

~~13. OTHER~~

~~All other tax collection activities shall be performed in accordance with the **Guide to Part VI of the Municipal Government Act – Tax collection**, prepared by Service Nova Scotia and Municipal Relations, as amended from time to time.~~

~~14. REPEAL~~

~~All existing tax collection and tax sale policies and procedures and amendments thereto are hereby repealed and this policy substituted therefore.~~

Title/Role	Responsibilities
Director of Finance	Ensure policy content is relevant and accurate. Ensure policy is being followed by staff.
Employees	Notify their manager of changes to be considered in the policy or if the policy becomes out of date or obsolete. Ensure policy is being followed.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Policy review – update wording, clarify interest calculations and add miscellaneous account adjustments	Manager of Financial Services	Council	

Minutes Reference Dates: 24 February 2003; 19 December 2005; 6 April 2009

5.5 Capital Budget Amendment Purchase of New Loader

Moved By Councillor Baker

Seconded By Councillor Emery

That Council amend the 2024/25 General Capital Budget to include \$331,00 for the purchase of an Articulated Wheel Loader, and further, the contract to supply the Loader be awarded to Brandt Tractor Ltd. in the amount of \$314,400 plus applicable taxes.

Motion Carried

5.6 Year End Capital Financing Adjustments

Moved By Councillor Emery

Seconded By Councillor Chambers

That Council approve the following change to the funding for the 2023/24 Water Capital Budget:

- **Approval of the increase of Water Operating capital from revenue from \$40,000 to \$170,000.**

Motion Carried

5.7 Year End Operating Reserve Transfer to General Operating - Solid Waste Deficit

Moved By Councillor Davidson

Seconded By Councillor Chambers

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

- **Withdraw from the Operating Reserve – Reserve for Solid Waste of \$599.80 to fund the deficit in the Solid Waste department for the 2023/24 fiscal year.**

Motion Carried

5.8 Capital Budget Amendment Amherst Fire Fighters Association

Moved By Councillor Landry

Seconded By Councillor Emery

That Council approve an amendment to the 2024/25 general capital budget in the amount of up to \$23,000 for the purchase of self-contained breathing apparatus cylinders, and \$27,000 for a combination rescue / extrication tool for a mini rescue / extrication cutter, to be funded by the Amherst Fire Fighters Association.

Motion Carried

5.9 2023/2024 Consolidated Financial Statements

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Chambers

That Council accept the recommendation of the Audit Committee and approve the Town of Amherst Consolidated Financial Statements for the year ended March 31, 2024, which have been audited by the firm McIsaac Darragh Inc.

Motion Carried

5.10 Appointment of Auditor

Moved By Councillor Emery

Seconded By Councillor Baker

That Council appoint McIsaac Darragh Inc. as the municipal auditor for auditing services for the 2024/25 fiscal year as recommended by the Town of Amherst Audit Committee.

Motion Carried

6. INTERNAL COMMITTEE REPORTS

- 6.1 Planning Advisory Committee - Chambers**
Information item only; no direction given or action required.
- 6.2 Amherst Board of Police Commissioners - Davidson**
Information item only; no direction given or action required.
- 6.3 Audit Committee - Fawthrop**
Information item only; no direction given or action required.

7. EXTERNAL COMMITTEE REPORTS

- 7.1 Cumberland Public Libraries - Fawthrop**
Information item only; no direction given or action required.
- 7.2 Cumberland YMCA - Fawthrop**
Information item only; no direction given or action required.
- 7.3 Northern Region Solid Waste Management - Baker**
Information item only; no direction given or action required.
- 7.4 L. A. Animal Shelter - Fawthrop**
Information item only; no direction given or action required.
- 7.5 Municipal Alcohol Project - Emery**
Information item only; no direction given or action required.

8. ADJOURNMENT

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

Natalie LeBlanc
Municipal Clerk

David Kogon, MD
Mayor

WIRELESS TELECOMMUNICATIONS LEASE – TOWER

THIS LEASE made this ____ day of _____, 2024.

IN CONSIDERATION of the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant covenant and agree as follows:

1. DEMISE. The Landlord, who is the party signing this Lease as Landlord, is the registered owner of the property municipally known as McCully Street, Amherst, Nova Scotia, which is more particularly described in Schedule “A” attached (the “Property”), and leases to the Tenant any portion of the Property outlined in heavy black ink on the plan(s) attached as Schedule “B” (the “Leased Premises”), for the Tenant’s, its agents’, employees’, contractors’, assignee’s and sublessee’s exclusive use as described under this Lease, in consideration of the rents, covenants and agreements set out under this Lease.

2. USE. The Tenant is permitted to install, connect, attach, use, operate, repair, reconfigure, supplement, replace and maintain on the Leased Premises a telecommunication tower, equipment shelter(s), cabinets, poles, pedestals, concrete foundations, all necessary cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, antennas, antenna mounts and any other related equipment or attachments (collectively, the “Equipment”) for the provision of wireless telecommunication services. The Landlord covenants and agrees that the Tenant shall have the further right to use and maintain the existing access road to the Leased Premises, which access road forms part of the Leased Premises as set out in Schedule “B” to this Lease.

The Tenant shall be permitted, during construction, installation, reconfiguration, attachment and replacement of the Equipment, to occupy an area outside the Leased Premises for such purposes, and, if necessary, such area shall be repaired at the Tenant’s expense to the reasonable satisfaction of the Landlord.

3. TERM. The term of this Lease (the “Term”) shall be for five (5) years, commencing on May 1, 2025 (the “Commencement Date”), and expiring on that date which is five (5) years following the Commencement Date, unless the Term is extended in accordance with Section 5 of this Lease.

4. RENT. During the Term, the Tenant shall pay to the Landlord rent as set forth in Schedule “C” attached (the “Rent”), plus any Sales Taxes (as defined in this Section) which it is required to pay by law. The Landlord confirms that its HST (as defined in this Section) number is 108124694 RT0001, and acknowledges and agrees that notwithstanding the forgoing or anything else contained in this Lease, the Tenant’s obligation to pay to the Landlord any goods and services tax or harmonized sales tax in addition to Rent is conditional upon such HST number being valid and correct. “Sales Taxes” means all goods and services, business transfer, multi-stage sales, sales, use, consumption, harmonized, value-added or other similar taxes imposed by any federal, provincial or municipal government upon the Landlord or the Tenant in respect of this Lease, or the amounts payable by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the rental of the Leased Premises and the provision of administrative services to the Tenant hereunder and includes, without limitation, the goods and services tax, the Quebec sales tax, and any harmonized sales tax (“HST”).

The Landlord and the Tenant agree that all amounts owed by the Tenant to the Landlord pursuant to this Lease shall be paid by electronic funds transfers (“EFT”). Upon request by the Tenant, the Landlord agrees to provide the Tenant with all necessary information in order to effect an EFT to the Landlord.

5. OPTION TO EXTEND. The Landlord grants and agrees that the Term of this Lease may be extended by three (3) successive five (5) year terms (each of such terms being referred to as an “Extended Term”) on the same terms and conditions except for the Rent, which shall be the pre-negotiated Rent set out in Schedule “C” to this Lease. Unless the Tenant provides the Landlord with written notice of its intention not to extend this Lease at least sixty (60) days prior to the expiration of the Term or the then current Extended Term, as the case may be, this Lease shall automatically extend for an Extended Term.

6. ADDITIONAL TAXES. The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term or Extended Term (if applicable), by a governmental authority (collectively, the “Taxes”) in respect of the privileges granted under this Lease provided that: (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant’s use of the Leased Premises or the presence of the Equipment at the Leased Premises; and (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the “Taxes Notice”), which Taxes Notice shall be delivered to the Tenant no later than thirty

(30) days following the date the Landlord receives notification from any governmental authority advising of any Taxes. If the Landlord fails to deliver the Taxes Notice within such thirty (30) day period, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes. The Tenant shall have the right, at the Tenant’s sole cost and expense, to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease. In the event the Tenant intends to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease, the Landlord shall, at the Tenant’s sole cost and expense: (i) cooperate with the Tenant; and (ii) execute such documentation as required by the Tenant, in the Tenant’s reasonable opinion; to enable the Tenant to contest such Taxes.

7. ELECTRICITY. The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord’s electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. The costs of any electricity consumption associated with the operation of the Equipment shall be allocated in accordance with a separate meter installed on the Property, with direct invoices being sent to the Tenant from the local electrical company.

8. ACCESS. The Landlord grants to the Tenant, its agents, employees and contractors, unrestricted and direct access to the Property and the Leased Premises, 24 hours a day, 7 days a week at no additional cost to the Tenant (“24/7 Access”). The Landlord acknowledges that 24/7 Access is critical to the Tenant and its business operation.

To the extent applicable, the Landlord shall provide the Tenant with three (3) copies of any access cards, key fobs and keys required to access the Property and Leased Premises, at no cost to the Tenant. The Landlord agrees that the Tenant may install a lock box at a location on the Property for the purposes of securing at least one (1) set of access devices. For clarification purposes, the Landlord shall permit the Tenant, its agents, employees and contractors unrestricted and direct access to the Property and Leased Premises, in advance of any construction and/or installation of the Equipment, for the purpose of inspecting and satisfying itself, at its own expense, as to condition of the Property taking into consideration the intended use of the Leased Premises, provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by any tests or inspections, reasonable wear and tear excepted.

9. TENANT’S WORK.

(a) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and the Tenant shall have the right to remove the Equipment from the Leased Premises at any time from time to time by the Tenant during the Term or any Extended Term (if applicable), provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by such removal, reasonable wear and tear excepted.

(b) The Tenant may make any alterations and/or improvements to the Equipment or the Leased Premises during the Term or any Extended Term (if applicable) without requiring the Landlord’s consent (“Alterations”). Alterations may include, but are not limited to, the expansion, reconfiguration or replacement of the existing telecommunications tower, the expansion, reconfiguration or replacement of existing, or the addition of new, equipment shelter(s), cabinets, antennas, antenna mounts, apparatus, fixtures, cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, attachments or any other Equipment required by the Tenant, provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by the Alterations, reasonable wear and tear excepted. In the event that any Alteration to the Equipment or the Leased Premises materially moves the location(s) of the Equipment in the Leased Premises (including any material update to the location of cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring) or materially changes the type of Equipment in the Leased Premises, the plan(s) set out in Schedule “B” may be substituted with new plans delivered by the Tenant to the Landlord (the “New Plans”), and the New Plans shall be deemed to form part of this Lease.

10. TERMINATION. Notwithstanding any other provisions of this Lease, the Tenant shall have the right, in its sole discretion, at any time during the Term or any Extended Term (if applicable), to terminate this Lease by giving thirty (30) days prior written notice to the Landlord, however, the Tenant shall comply with the obligations regarding restoration in Section 11 of this Lease. In the event of such termination, the Landlord shall refund pro-rata the portion of the Rent (plus any Sales Taxes), if any, accruing due after the date of termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

11. RESTORATION. Upon expiration or early termination of this Lease, the Tenant shall remove the Equipment from the Leased Premises

within a reasonable time, and the Tenant shall make good, at the Tenant's cost and expense, any damage caused by such removal, reasonable wear and tear excepted (the "Restoration Obligations"). Notwithstanding the Restoration Obligations or anything else contained in this Lease, to the extent applicable, the Tenant shall not be required to remove any cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, conduits, or concrete foundations.

12. INSURANCE AND INDEMNITY. The Tenant shall, during the Term and any Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to its use and occupancy of the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than two million dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of not less than two million dollars (\$2,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the negligence or wilful misconduct of the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any claim, damage, loss, injury or death which results from the acts or omissions of the Landlord, its employees, agents, contractors or those whom it is responsible in law. In no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

13. ENVIRONMENTAL. The Landlord warrants, to the best of its knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the *Environmental Protection Act*, (Ontario), or the equivalent Act in the province within which the Property is located (the "Contaminants"). If Contaminants that are not in compliance with Laws ("Contaminants Not In Compliance") are discovered on the Leased Premises by the Tenant during the Term or any Extended Term (if applicable), the Landlord shall remove such Contaminants Not In Compliance, at its expense, and indemnify and hold the Tenant harmless from any liability arising from the presence such Contaminants Not In Compliance on the Leased Premises.

14. INTERFERENCE. The Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Property ("Interference"). The Landlord shall ensure that prior to any third party telecommunication provider installing telecommunications equipment on the Property, subsequent to the installation of the Equipment, that such third party telecommunication provider shall co-ordinate its installation with the Tenant according to the Tenant's standard collocation procedures and conditions, to ensure there is no Interference and to ensure that the Tenant's quiet enjoyment of the Leased Premises is protected.

15. ASSIGNMENT. The Tenant shall be permitted to assign, sublet or license the whole or any part of this Lease, the Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee. The Landlord shall not be permitted to assign or transfer this Lease in any manner whatsoever, without the prior written consent of the Tenant to any such assignment or transfer (which prior written consent may be unreasonably withheld by the Tenant), except that the Landlord may assign or transfer this Lease without the prior written consent of the Tenant, if such assignment or transfer is a result of a sale of the Property and the purchaser of the Property agrees to assume all of the Landlord's rights and obligations under this Lease. The Tenant shall not have any obligation to direct or otherwise pay Rent to any party other than the Landlord, unless such party is an assignee of the Landlord as permitted by this Section.

16. GENERAL.

- (a) The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord, provided the Tenant has not been in default of any obligation under this Lease beyond any applicable cure periods provided in this Lease or at law.
- (b) The Landlord, at the Tenant's expense, shall co-operate with the Tenant in obtaining all necessary consents from any governmental authorities having jurisdiction with respect to the installation, operation or maintenance of the Equipment and will execute all necessary consents or authorizations.
- (c) The Tenant shall use of the Property pursuant to this Lease, and the Landlord shall maintain the Property, in compliance and conformity with the requirements of all applicable Laws. "Laws" means every statute, law, by-law, regulation, ordinance, requirement, codes and order from time to time or at any time in force during the Term and any Extended Term (if applicable) affecting in any way the Property or its condition, maintenance, use or occupation, as any of the foregoing may be interpreted and applied from time to time by courts or other tribunals of competent jurisdiction.
- (d) If the Tenant overholds the Leased Premises beyond the Term or any Extended Term (if applicable), the Tenant may continue such

overholding as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.

- (e) The Tenant is entitled to register a notice of this Lease on title to the Property in order to show its interest under this Lease and, to the extent not already provided under this Lease, the Landlord shall provide the Tenant with a legal description of the Property for such registration. Upon the request of the Tenant, the Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.
- (f) Any notice to be given under the terms of this Lease shall be in writing and shall be sufficiently given if delivered personally or by courier to the party for whom it is intended, sent by facsimile to the party for whom it is intended, or, if mailed, postage prepaid, by registered mail addressed to the party for whom it is intended. The facsimile numbers and the addresses for notice are set forth for each party below.

In the case of the Landlord to:

Town of Amherst
98 Victoria Street East
Amherst, Nova Scotia
B4H 1X6

Attention: Chief Administrative Officer
Facsimile: 902-667-5409

In the case of the Tenant to:

BELL MOBILITY INC.
1 Carrefour Alexander-Graham-Bell
Building B – 3
Verdun, Quebec
H3E 3B3

Attention: Real Estate Services
Email: bmresi@bell.ca
Telephone: 1-800-707-6485

Either party to this Lease may change its address for notices or facsimile number by notice to the other party in accordance with the provisions of this Section. Any notice delivered personally, by courier or registered mail shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice sent by facsimile, shall be deemed to have been given upon the date receipt by facsimile is confirmed, provided, however, if receipt is confirmed after 5:00 p.m. or on a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next business day.

- (g) Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility's Landlord Relations Specialists may be reached by the Landlord during business hours for questions or concerns related to this Lease at 1-800-667-5263 (for Central Region & Western Region), 1-800-707-6485 (for Eastern Region and Atlantic Region) or at bmresi@bell.ca. Furthermore, without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility's network operations control centre can be reached by the Landlord 24 hours a day at 1-866-670-6622 to report power outages, hazardous conditions or emergencies at the Property.

Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, the Landlord can be reached by the Tenant 24 hours a day for questions or concerns related to this Lease at 902-667-3352 or info@amherst.ca.

- (h) The Landlord represents and warrants to and in favour of the Tenant that:
 - (i) neither the entering into nor the delivery of this Lease nor the completion by the Landlord or the Tenant of the transactions contemplated under this Lease will conflict with or constitute a default under or result in a violation of, or require a consent of anyone under any agreement to which the Landlord is a party or by which the Landlord or the Leased Premises or Property is bound; and
 - (ii) the Landlord has the good right, full power and absolute authority to enter into this Lease and grant this Lease and all of the rights hereunder to the Tenant.

The Landlord shall indemnify the Tenant with respect to all claims, actions, damages, liabilities and expenses in the connection with any breach of the representations or warranties in this Subsection, and the Landlord agrees to be liable for and to pay all costs, claims, damages

and expenses to the Tenant associated with any breach of the representations or warranties in this Subsection.

- (i) If a matrimonial home is located on the Property, Landlord's spouse hereby consents to this Lease.
- (j) This Lease shall be binding upon and shall enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.
- (k) Except for the obligation to make payments or advance funds when due hereunder, which may not be claimed as force majeure by any party, the obligations of the parties shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation: (i) labour disputes (however arising and whether or not employee demands are reasonable or within the power of the party to grant); (ii) acts of God; (iii) laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity; (iv) judgments or orders of any court; (v) inability to obtain on reasonably acceptable terms, or unreasonable delays in obtaining, any public or private license, permit or other authorization; (vi) acts of war or conditions arising out of or attributable to war, whether declared or undeclared; (vii) riots, acts of terrorism, civil strife, insurrection or rebellion; (viii) fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; (ix) delay of failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labour, transportation, materials, machinery, equipment, supplies, utilities or services; (x) accidents; (xi) power failure; (xii) breakdown of equipment, machinery or facilities; (xiii) actions by native rights groups, environmental groups or other similar special interest groups; or (xiv) any other cause, whether similar or dissimilar to the foregoing that is beyond the reasonable control of the affected party. The time for performance of all obligations hereunder (except for the obligation to make payments or to provide funds when due) shall be extended for a period equivalent to any period(s) of force majeure, as described above. A party that claims force majeure shall promptly notify the other party and shall: (a) take all reasonable steps to remove or remedy the cause of the prevention or delay insofar as the party claiming force majeure is reasonably able to do so and as soon as reasonably possible; and (b) use commercially reasonable efforts to mitigate any effect which an occurrence of an event of force majeure might have on the performance of such party's obligations under this Lease.
- (l) The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the Landlord and the Tenant. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure.

Furthermore, the Landlord shall not be permitted to mandate or engage the services of a third party save for an Authorized Representative, for the purposes of any negotiation whatsoever regarding the present Lease or the Leased Premises (including, without limitation, the payable rent for any renewal or extension period), without obtaining the prior written consent of the Tenant to any such mandate (which prior written consent may be withheld by the Tenant at its sole discretion). For greater certainty, only the Landlord, its officers, a duly licensed broker or a duly licensed attorney at law (collectively, the "Authorized Representatives") may negotiate terms or conditions regarding the present Lease with the Tenant.

- (m) This Lease contains the entire agreement between the parties with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the Landlord and the Tenant. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.
- (n) The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.
- (o) This Lease shall be governed by and construed in accordance with the laws of Canada and the Province within which the Property is located.
- (p) The Landlord and the Tenant acknowledge and agree that Schedules "A", "B" and "C" as attached shall form part of this Lease.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date on the first page of this Lease.

TOWN OF AMHERST (Landlord)

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

BELL MOBILITY INC. (Tenant)

Per: _____
Name: Chantal Desjardins
Title: Senior Manager, Real Estate Services

I have authority to bind the corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF PROPERTY

Engineering Code: J0665
Municipality: Amherst
Province: Nova Scotia

Legal Description:

Parcel Identifier: PID 25024639

All that lot of land situate at Amherst, in the County of Cumberland, Province of Nova Scotia, shown as **Lot AMH** on plan entitled "Plan of Survey Showing Lot AMH (Leased) and Access Easement Over Lands of The Town of Amherst" and dated March 30, 2005 by E.C. Keen, N.S.L.S., the said lot of land being more particularly bounded and described as follows:

BEGINNING at a survey marker set at the west corner of the lot of land herein described. Said survey marker being distant 289.153 meters on a bearing of 65 degrees 49 minutes 30 seconds from Nova Scotia Co-ordinate Monument #24021;

THENCE 31 degrees 08 minutes 00 seconds a distance of 24.000 meters along lands of the Town of Amherst to a survey marker;

THENCE 121 degrees 08 minutes 00 seconds a distance of 24.000 meters along said lands of the Town of Amherst to a survey marker;

THENCE 211 degrees 08 minutes 00 seconds a distance of 33.121 meters along said lands of the Town of Amherst to a survey marker;

THENCE 321 degrees 56 minutes 30 seconds a distance of 25.675 meters along said lands of the Town of Amherst to the point of beginning.

Said lot of land containing 538.430 square meters and being a portion of lands conveyed to the Town of Amherst by deed recorded at the Registry of Deeds, for the County of Cumberland in Book 420, Page 837.

All bearings referable to Grid North, Nova Scotia Co-ordinate System, Zone 5, Central Meridian 64 degrees 30 minutes West, 1979 adjustment.

All that area of land situate at Amherst, in the County of Cumberland, Province of Nova Scotia, shown as Access Easement on plan entitled "Plan of Survey Showing Lot AMH (Leased) and Access Easement Over Lands of The Town of Amherst" and dated March 30, 2005 by E.C. Keen, N.S.L.S. the said area of land being more particularly bounded and described as follows:

BEGINNING at a point on the western boundary of McCully Street at the eastern corner of lands of the Town of Amherst;

THENCE 296 degrees 50 minutes 45 seconds a distance of 15.415 meters along said lands of the Town of Amherst to a point;

THENCE northerly and westerly an arc distance of 11.987 meters along said lands of the Town of Amherst following a curve to the left, having a radius of 10.400 meters to a point. Said curve having a chord distance of 11.334 meters and bearing of 264 degrees 59 minutes 42 seconds;

THENCE 231 degrees 58 minutes 22 seconds a distance of 13.380 meters along said lands of the Town of Amherst to a point;

THENCE westerly an arc distance of 23.594 meters along said lands of the Town of Amherst following a curve to the right, having a radius of 18.463 meters to a point. Said curve having a chord distance of 22.021 meters and bearing of 268 degrees 24 minutes 47 seconds;

THENCE 304 degrees 53 minutes 54 seconds a distance of 53.325 meters along said lands of the Town of Amherst to a point;

THENCE 31 degrees 08 minutes 00 seconds a distance of 6.109 meters along Lot AMH to a point;

THENCE 124 degrees 53 minutes 54 seconds a distance of 53.719 meters along aforesaid lands of the Town of Amherst to a point;

SCHEDULE "A" CONTINUED

THENCE easterly an arc distance of 15.818 meters along said lands of the Town of Amherst following a curve to the left, having a radius of 12.367 meters to a point. Said curve having a chord distance of 14.762 meters and bearing of 268 degrees 24 minutes 29 seconds;

THENCE 51 degrees 58 minutes 22 seconds a distance of 13.390 meters along said lands of the Town of Amherst to a point;

THENCE easterly an arc distance of 19.013 meters along said lands of the Town of Amherst following a curve to the right, having a radius of 16.496 meters to a point. Said curve having a chord distance of 17.978 meters and bearing of 84 degrees 59 minutes 33 seconds;

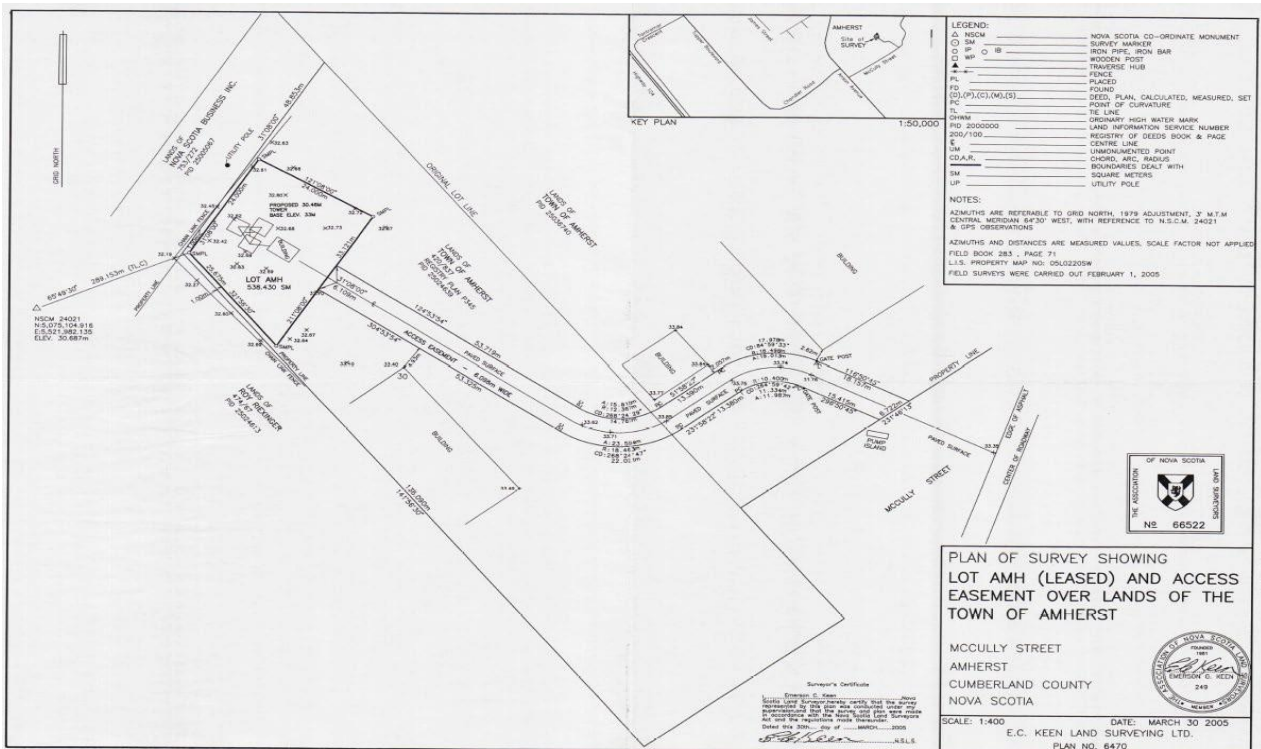
THENCE 116 degrees 50 minutes 45 seconds a distance of 18.157 meters along said lands of the Town of Amherst to a point;

THENCE 231 degrees 46 minutes 13 seconds a distance of 6.722 meters along aforesaid McCully Street to the point of beginning.

All bearings referable to Grid North, Nova Scotia Co-ordinate System, Zone 5, Central Meridian 64 degrees 30 minutes West, 1979 adjustment.

* subject to municipal setbacks

SCHEDULE "B" PLAN(S) OF LEASED PREMISES



* subject to municipal setbacks

SCHEDULE "C"

RENT FOR TERM

1. During the period of the Term commencing on the Commencement Date and ending on that date which is five (5) years following the Commencement Date, Rent shall be Five Thousand, Four Hundred Forty-one Dollars and Sixteen Cents (\$5,541.16) (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, by the Tenant to the Landlord.
2. Commencing on the first anniversary of the Commencement Date and on each anniversary thereafter during the Term, the Rent shall increase annually by two percent (2%) of the previous year's Rent, payable annually, in advance, by the Tenant to the Landlord.

RENT FOR EXTENDED TERMS

3. On each anniversary thereafter during any Extended Term thereof, if applicable, the Rent shall increase annually by two percent (2%) of the previous year's Rent, payable annually, in advance, by the Tenant to the Landlord.

ADDITIONAL RENT FOR THIRD PARTY CARRIERS

4. The Tenant has the right to sublease or license the whole or any part of the Equipment or Leased Premises and rights of access to any existing sub-lessee or licensee, in consideration of an additional annual rent for each sub-lessee or licensee, save and except for corporate affiliates, in the amount of Two Thousand Dollars (\$2,000.00) payable to the Landlord annually on the first day of the month following installation of the Sublessee's equipment and to be pro-rated for the balance of the lease year in which installation occurs. Thereafter, the Additional Rent shall be terminated on the last day of the month during which the Sublessee's equipment is removed and all prepaid Additional Rent shall be adjusted to the date of termination. Such Additional Rent shall be subject to the same annual increase as the Rent.

5. Additionally, should the Tenant sublease or license the whole or any part of the Equipment or Leased Premises, and rights of access, to any other sub-lessee or licensee, the Tenant shall commence paying, for each additional sub-lessee or licensee save and except for corporate affiliates, an additional annual rent in the amount of Two Thousand Dollars (\$2,000.00) payable to the Landlord annually on the first day of the month following installation of the Sublessee's equipment and to be pro-rated for the balance of the lease year in which installation occurs. Thereafter, the Additional Rent shall be terminated on the last day of the month during which the Sublessee's equipment is removed and all prepaid Additional Rent shall be adjusted to the date of termination. Such Additional Rent shall be subject to the same annual increase as the Rent.

Tenant Initials	Landlord Initials
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**Amherst Town Council
Special Meeting**

Minutes

Date: October 3, 2024
Time: 12:00 pm
Location: Council Chambers, Town Hall

Members Present Mayor David Kogon
Deputy Mayor Dale Fawthrop
Councillor Charlie Chambers
Councillor Hal Davidson
Councillor Leon Landry
Councillor Lisa Emery

Members Absent Councillor George Baker

Staff Present Kim Jones, Director, Corporate Communications & IT
Aaron Bourgeois, Director, Operations
Andrew Fisher, Director, Planning & Strategic Initiatives
Torben Laux, Planner/GIS
Sean Payne, Corporate Communications Officer
Jeff Bacon, Business Development Officer
Natalie LeBlanc, Municipal Clerk
Cindy Brown, Administrative Assistant

1. CALL TO ORDER

Mayor Kogon called the Special Council meeting to order.

1.1 TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

2. REQUEST FOR DECISION

2.1 Industrial Park Land Purchase

Moved By Councillor Emery

Seconded By Councillor Landry

That Council approve the purchase of PID 25005414, PID 25394321, PID 25005026, PID 25004920, PID 25005067 at Net Book Value of \$10.00, plus closing costs for future industrial park development, and authorize the Mayor and CAO to execute the necessary agreements.

Motion Carried

2.2 Inter-Municipal Services Agreement

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Davidson

WHEREAS the *Municipal Government Act* authorizes municipalities to enter agreements to provide or administer municipal services within or outside the municipality;

AND WHEREAS the Town of Amherst and Municipality of the County of Cumberland wish to enter an agreement respecting the provision of sanitary sewer services by the Town to the County;

NOW THEREFORE BE IT RESOLVED that Council approve the proposed Intermunicipal Services Agreement to enable a mutual boundary change between the Town and County in exchange for the provision of sanitary sewer services by the Town to the County;

AND BE IT FURTHER RESOLVED that the Mayor and CAO be and they are hereby authorized to take such actions and do all things including the execution of such documents, instruments and other writings as may be necessary or desirable to implement same.

Motion Carried

3. ADJOURNMENT

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

Natalie LeBlanc
Municipal Clerk

David Kogon, MD
Mayor

DEPARTMENT: COUNCIL

TITLE: **OFFICE OF DEPUTY MAYOR**

Minutes reference date: November 27, 2006 Page 256

PURPOSE

To set out the policy of the Town with respect to the selection and term of office of the Deputy Mayor.

POLICY STATEMENT

1. At its first meeting following an election, Council shall select a Deputy Mayor to hold office from that date to October 31 of the following year.
2. In non-election years, Council shall select a Deputy Mayor at its October Council meeting to hold office from November 1 of that year until October 31 of the following calendar year.
3. Selection of the Deputy Mayor
 - a) The election of the Deputy Mayor shall be placed on the agenda.
 - b) When the item comes up on the agenda at the meeting the Mayor shall open the floor to members of Council for nomination.
 - c) If there is only one nominee, the Mayor shall entertain a motion to elect the nominated member as Deputy Mayor.
 - d) If there are multiple nominees, the Mayor shall direct the CAO to prepare ballots for the election reflecting the names of the nominees.
 - e) All members of Council, including those nominated, are eligible to vote.
 - f) Vote shall be by secret ballot.
 - g) Results shall be tabulated by the CAO who shall then communicate the results to the Mayor.
 - h) The Mayor shall declare the candidate with the most votes the Deputy Mayor for the term ending October 31 of the following calendar year.
 - i) Should the Deputy Mayor resign his or her office or cease to be a Councillor for any reason during the term of his or her office, the above noted process will be used to select a new Deputy Mayor, but the term of office shall be to complete the term of the Deputy Mayor whose vacancy created the need for a selection.

SYNOPSIS

Council Committee Appointments

Further to the recent municipal election, elected officials now need to be formally appointed to a number of Committees. The terms of appointments will expire on October 31st, 2025, except for Councillor Chambers and Councillor Furlongs appointments to the Amherst Board of Police Commissioners, which will expire October 31, 2027, as well as Councillor Davidson's appointment to the Amherst Board of Police Commissioners which will expire on October 31, 2026.

MOTION:

That Council approve the following committee appointments effective November 25, 2024 to October 31, 2025, with the exception of the terms for the Amherst Board of Police Commissioners appointments as noted below:

Mayor Small

- **GFL Community Liaison Committee**
- **Regional Emergency Management**
- **Tyndal Wellfield Advisory Committee**

Councillor Chambers

- **Amherst Board of Police Commissioners (expiring October 31/27)**
- **Planning Advisory Committee**
- **YMCA Board of Directors**

Councillor Davidson

- **Amherst Board of Police Commissioners (expiring October 31/26)**
- **Inclusion, Diversity and Equity Committee**

Councillor Furlong

- **Amherst Board of Police Commissioners (expiring October 31/27)**
- **Northern Region Solid Waste Committee**
- **Regional Emergency Management**

Councillor McManaman

- Accessibility Advisory Committee
- Cumberland Public Libraries Board
- Planning Advisory Committee
- Tyndal Wellfield Advisory Committee

Councillor Ripley

- Intermunicipal Tourism Committee
- Planning Advisory Committee

Councillor Wells

- Accessibility Advisory Committee
- Inclusion, Diversity and Equity Committee
- Senior Safety Advisory Committee

AND FURTHER, that all members of Council are also appointed to the Committee of the Whole of Amherst Town Council and the Town of Amherst Audit Committee.

SYNOPSIS

CODE OF CONDUCT FOR MUNICIPAL ELECTED OFFICIALS POLICY

In January 2022, the Code of Conduct Working Group was established by the province, to develop a set of recommendations on the code of conduct framework, which included content to include in the code sanctions that may be imposed if a breach occurred, and options for an investigator model.

The code of conduct framework came into effect following the October 2024 municipal elections. The legislative provisions require municipalities and villages to adopt a code of conduct consisting of the model code of conduct as outlined in the regulations. The Minister has prescribed that all municipalities and villages must adopt the model code of conduct within 60 days following the October election and provide confirmation of their notice of adoption.

Adopting and adhering to the Code of Conduct for Elected Municipal Officials will help ensure that all residents, businesses and municipal staff are treated fairly and equally by our elected municipal officials.

MOTION:

That Council approve the new Code of Conduct for Elected Municipal Officials Policy and further repeal the former policy #10350-20 Code of Conduct.

TO: Mayor Small and Members of Council

SUBMITTED BY: Kim Jones, Director, Corporate Communications

DATE: November 25, 2024

SUBJECT: Code of Conduct for Elected Municipal Officials

ORIGIN: Minister of Municipal Affairs and Housing, Province of Nova Scotia

LEGISLATIVE AUTHORITY: MGA 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 approve the new Code of Conduct for Elected Municipal Officials Policy and further repeal the former policy #10350-20 Code of Conduct.

BACKGROUND: In January 2022, the Code of Conduct Working Group was established to develop a set of recommendations on the code of conduct framework, which included content to include in the code sanctions that may be imposed if a breach occurred, and options for an investigator model. This collaborative working group included representatives from the Nova Scotia Federation of Municipalities (NSFM), the Association of Municipal Administrators of Nova Scotia (AMANS), the Association of Nova Scotia Villages (ANSV), and the Department of Municipal Affairs and Housing (DMAH).

DISCUSSION: The code of conduct framework came into effect following the October municipal election. The legislative provisions require municipalities and villages to adopt a code of conduct consisting of the model code of conduct as outlined in the regulations. The Minister has prescribed that all municipalities and villages must adopt the model code of conduct within 60 days following the October election and provide confirmation of their notice of adoption.

FINANCIAL IMPLICATIONS: There will be some costs incurred in the requirement to have an Investigator appointed and any services that are required should a code violation be reported.

SOCIAL JUSTICE IMPLICATIONS: Adopting and adhering to the Code of Conduct for Elected Municipal Officials will help ensure that all residents, businesses and municipal staff are treated fairly and equally by our elected municipal officials.

ENVIRONMENTAL IMPLICATIONS: There are none

COMMUNITY ENGAGEMENT: Media release and update to our website once approved.





AMHERST TOWN COUNCIL

RFD# 2024093

Date: November 25, 2024

ALTERNATIVES: 1) approve the policy as presented
2) refer back to staff for revisions

ATTACHMENTS: Draft policy

Report prepared by: Kimberlee Jones, Director
Report and Financial approved by:



TITLE:	CODE OF CONDUCT FOR ELECTED MUNICIPAL OFFICIALS
SECTION:	EXECUTIVE OFFICE
POLICY NO:	10350-20

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

POLICY STATEMENT

Title

1 The title of this code of conduct is the Code of Conduct for Elected Municipal Officials.

Definitions

2 In this Code, the following definitions apply:

"Act" means the Municipal Government Act;
"CAO" means chief administrative officer;
"clerk" means the clerk of the municipality;
"closely connected" to a council member, means any of the following:

- (i) a family member of the council member,
- (ii) an agent of the council member,
- (iii) a business partner of the council member,
- (iv) an employer of the council member;

"Code" means the *Code of Conduct for Elected Officials of the Town of Amherst, Nova Scotia*.

"complaint" means a complaint regarding an alleged breach of the Code;

"confidential information" includes any information in the possession of the municipality that the municipality is prohibited from disclosing pursuant to legislation, court order or by contract, or is required to refuse to disclose under Part XX of the Act or other legislation, or that pertains to the business of the municipality and is generally considered to be of a confidential nature, including information about any of the following:

- (i) the security of the municipality's property,

TITLE: CODE OF CONDUCT FOR ELECTED MUNICIPAL OFFICIALS
SECTION: EXECUTIVE OFFICE
POLICY NO: 10350-20

- (ii) a proposed or pending acquisition or disposition of land or other property,
- (iii) a tender that has or will be issued but that has not been awarded,
- (iv) contract negotiations,
- (v) employment and labour relations,
- (vi) draft documents and legal instruments, including reports, policies, bylaws and resolutions, that have not been deliberated in a meeting open to the public,
- (vii) law enforcement matters,
- (viii) litigation or potential litigation, including matters before administrative tribunals,
- (ix) (xi) advice that solicitor-client privileged;

"council" means the council of the municipality;

"discrimination" has the same meaning as in the *Human Rights Act*,

"elected official" means any council member, including the mayor or warden;

"family member" means in relation to a person, any of the following, and includes a step-family member:

- (i) spouse,
- (ii) parent or guardian,
- (iii) child,
- (iv) sibling,
- (v) sibling of a parent,
- (vi) child of a sibling,

TITLE:	CODE OF CONDUCT FOR ELECTED MUNICIPAL OFFICIALS
SECTION:	EXECUTIVE OFFICE
POLICY NO:	10350-20

- (vii) grandchild,
- (viii) grandparent,
- (ix) parent-in-law,
- (x) sibling-in-law,
- (xi) spouse of a child;

"harass" has the same meaning as in the *Human Rights Act*;

"investigator" means a person or entity appointed by a municipality under subsection 23C(1) of the Act to receive and investigate complaints;

"mayor" means the council member elected at large to be the chair of the council;

"municipality" means the regional municipality, town or county or district municipality, except where the context otherwise requires;

"poisoned environment" means an environment where harassing or discriminatory conduct causes significant and unreasonable interference with a person's work environment;

"sexual harassment" has the same meaning as in the *Human Rights Act*;

"warden" means the council member chosen by the council to be the chair of the council.

General purpose

- 3** **(1)** The purpose of this Code is to set out the expectations for the behaviour of members elected to council in carrying out their functions and making decisions that benefit the constituents in their municipality.
- (2)** Nothing in this Code is intended to prevent elected officials from sharing or expressing dissenting opinions.

Interaction with laws and policies

- 4** **(1)** This Code is intended to operate together with, and as a supplement to, the applicable common law, the Criminal Code of Canada, the Act, the Municipal Conflict of Interest Act and any other applicable legislation.

TITLE: CODE OF CONDUCT FOR ELECTED MUNICIPAL OFFICIALS
SECTION: EXECUTIVE OFFICE
POLICY NO: 10350-20

- (2) This Code is intended to operate together with, and as a supplement to, the other by-laws and policies of a municipality.
- (3) This Code prevails in any conflict between the Code and any municipal resolution, policy or bylaw.

Guiding principles

5 All of the following are the guiding principles for council members' conduct:

Collegiality: council members must work together to further the best interests of the municipality in an honest and honourable way.

Respect: council members must demonstrate respect towards one another, the democratic decision-making process and the role of staff. Council members must not act in a manner that negatively impacts the municipality or tarnishes the municipality's reputation.

Integrity: council members must act lawfully and adhere to strong ethical principles by prioritizing the municipality's interests over individual interests.

Professionalism: council members must create and maintain an environment that is respectful and free from all forms of discrimination and harassment, including sexual harassment. Council members must show consideration for every person's values, beliefs and contributions, and support and encourage others to participate in council activities.

Transparency: council members must be truthful and open about their decisions and actions and make every effort to accurately communicate information openly to the public.

Responsibility: council members are responsible for the decisions that they make and must be held accountable for their actions and outcomes. Council members must demonstrate awareness of their own conduct and consider how their words or actions may be perceived as offensive or demeaning.

General conduct

- 6** (1) A council member must be truthful and forthright and not deceive or knowingly mislead Council, the CAO, staff or the public.

TITLE:	CODE OF CONDUCT FOR ELECTED MUNICIPAL OFFICIALS
SECTION:	EXECUTIVE OFFICE
POLICY NO:	10350-20

- (2) A council member must show respect for chairs of council meetings, chairs of committee meetings, colleagues, staff and members of the public that present during council meetings or other meetings of the municipality.
- (3) A council member must adhere to the direction of the chairs of meetings with respect to rules of procedure.
- (4) A council member must conduct council business and all duties in an open and transparent manner, other than for those matters that council is authorized by law to carry out in private.
- (5) A council member must not be impaired by alcohol or drugs while attending any council meeting or other meeting of the municipality.
- (6) A council member must comply with any sanction imposed under this Code, and failing to comply with a sanction imposed is considered a breach of the Code.

Confidential information

- 7 (1) A council member must not disclose or release any confidential information to the public in oral, written or any other form, other than when required by policy or law or authorized by the council to do so.
- (2) A council member must not use confidential information for personal or private gain or for the private gain of any other person or entity.
- (3) A council member must not access or attempt to access confidential information in the custody of the municipality unless the information is necessary for the performance of their duties and its access is not prohibited by legislation or by the by-laws or policies of the municipality.
- (4) A council member must not discuss any matters relating to an active investigation under the Code with anyone other than the investigator or their own legal counsel, unless required by law.

Gifts and benefits

- 8 (1) A council member must not accept a fee, advance, cash, gift, gift certificate or personal benefit that is connected directly or indirectly with the performance of their duties of office, other than the following exceptions:

TITLE:	CODE OF CONDUCT FOR ELECTED MUNICIPAL OFFICIALS
SECTION:	EXECUTIVE OFFICE
POLICY NO:	10350-20

- (a) gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
 - (b) a suitable memento of a function honouring the council member;
 - (c) sponsorships and donations for community events organized or run by a council member or by a third party on behalf of a council member;
 - (d) compensation authorized by the municipality.
- (2)** A fee, advance, cash, gift, gift certificate or personal benefit paid or provided to a person closely connected to a council member, with the council member's knowledge, is deemed to be a gift to the council member.

Use of municipal property, equipment and services

- 9** **(1)** A council member must not use, or request the use of, any municipal property, including surplus material or equipment, for personal convenience or profit, unless the property meets 1 of the following:
- (a) it is generally available for use by the public and the council member is receiving no special preference in its use;
 - (b) it is made available to the council member in the course of carrying out council activities and duties, and is used for purposes connected with the discharge of municipal duties.
- (2)** A council member must not obtain, or attempt to obtain, personal financial gain from the use or sale of intellectual property developed by the municipality.
- (3)** A council member must not use information, or attempt to use information, gained in the course of their duties that is not available to the general public for any purposes other than carrying out their official duties.
- (4)** A council member, or a person closely connected to a council member, must not tender on the sale of surplus municipal property, including old or extra equipment.

TITLE:	CODE OF CONDUCT FOR ELECTED MUNICIPAL OFFICIALS
SECTION:	EXECUTIVE OFFICE
POLICY NO:	10350-20

Building, development, planning, or procurement proposals before council

10 A council member must not solicit or accept support in any form from an individual, group or corporation with any building, development, planning or procurement proposal before council.

Improper use of influence

11 A council member must not use the influence of their office for any purpose other than for the exercise of their official duties.

Business relations

- 12** (1) A council member must not allow any prospect of their future employment by a person or entity to affect the performance of their duties to the municipality.
- (2) A council member must not borrow money from any person who regularly does business with the municipality, unless the person is an institution or company whose shares are publicly traded and who is regularly in the business of lending money.
- (3) A council member must not act as an agent of a person or entity before council or a committee of council or any agency, board or committee of the municipality.

Employment of persons closely connected to council members

- 13** (1) A council member must not attempt to influence any municipal employee to hire or promote a person closely connected to the member.
- (2) A council member must not make any decision or participate in the process to hire, transfer, promote, demote, discipline or terminate any person closely connected to the member.

Fairness

- 14** (1) A council member must not give special consideration, treatment or advantage to any individual or entity beyond that which is given to all.
- (2) A council member must not give special consideration, treatment or advantage to an organization or group because the council member, or a person closely connected to the member, is involved with the organization or group.

TITLE:	CODE OF CONDUCT FOR ELECTED MUNICIPAL OFFICIALS
SECTION:	EXECUTIVE OFFICE
POLICY NO:	10350-20

Adherence to policies, procedures, bylaws and other laws

- 15 (1) Council members must adhere to all applicable federal and provincial legislation.
- (2) Council members must adhere to the procedures, resolutions, policies and bylaws of the municipality.
- (3) Council members must adhere to the expense and hospitality policy of the municipality.

Respect for council as a decision-making body

- 16 (1) A council member must abide by, and act in accordance with, any decision made by council, whether or not the member voted in favour of the decision.
- (2) A council member must not encourage non-compliance with any legislation, regulation, bylaw, resolution, policy or procedure.

Communicating on behalf of council

- 17 (1) A council member, other than the mayor or warden, must not claim to speak on behalf of council unless the council member is authorized to do so.
- (2) The mayor, warden or an individual designated by council may speak on behalf of council and must make every effort to convey the intent of council's decision accurately.

Interactions of council with staff and service providers

- 18 (1) A council member must respect the role of the CAO as head of the administrative branch of the municipality's government and must not involve themselves directly in the administration of the affairs of the municipality, including, without limitation, the administration of contracts.
- (2) A council member must not direct, or attempt to direct, the CAO or clerk other than through a direction provided by the council as a whole.
- (3) A council member must be respectful of the role of the CAO and municipal employees to advise based on political neutrality and objectivity and without undue influence from any individual member or group of the council.

TITLE: CODE OF CONDUCT FOR ELECTED MUNICIPAL OFFICIALS
SECTION: EXECUTIVE OFFICE
POLICY NO: 10350-20

- (4) A council member must not direct or influence, or attempt to direct or influence any municipal employees in the exercise of their duties or functions, unless council is fulfilling the responsibilities of the CAO under clause 29(a) of the Act, and unless council as a whole has provided direction regarding same.
- (5) If a CAO has been appointed under Section 28 of the Act, a council member must not direct municipal employees except through the CAO.
- (6) Contractors, tenderers, consultants or other service providers to the municipality must not be issued instructions by council members
 - (a) if a CAO has been appointed under Section 28 of the Act; or
 - (b) unless council is fulfilling the responsibilities of the CAO under clause 29(a) of the Act and council as a whole has provided direction regarding same.
- (7) A council member must not require or request that a municipal employee undertake personal chores or tasks for the member that are unrelated to municipal business.
- (8) A council member must not make public statements that are critical of specific or identifiable municipal employees or service providers.

Respectful interactions

- 19 (1) A council member must not engage in discrimination or harassment as prohibited by the *Human Rights Act*.
- (2) A council member must not sexually harass any person.
- (3) A council member must not engage in any discriminatory or harassing action or conduct, verbal or non-verbal, directed at 1 or more individuals or groups that creates a poisoned environment.

Reprisals

- 20 A council member must not undertake any act of reprisal or threaten reprisal against a complainant in a matter under this Code or any person providing relevant information in relation to a matter under this Code.

TITLE: CODE OF CONDUCT FOR ELECTED MUNICIPAL OFFICIALS
SECTION: EXECUTIVE OFFICE
POLICY NO: 10350-20

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
CAO	Ensure Council understands the code
Investigator	Reviews reports
Council	Adhere to the code

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Repeal Former Policy, Implement New Policy	Clerk, LeBlanc	Council	

Minutes Reference Date:

Recommended Complaint and Investigator Process

1. Municipality or village will appoint a person or entity other than a Council Member or an employee of the municipality to receive and investigate complaints.
 - a. The person or entity appointed must have experience in conducting investigations and in applying the principles of natural justice and procedural fairness. No conflict of interest can exist between the investigator and the parties involved.
 - b. Municipalities must include the investigator's contact information on their publicly accessible website.
2. A complaint must be submitted to the investigator no later than 6 months from discoverability.
 - a. Any complaints brought forward during the municipal election period of nomination day until ordinary polling day will not be investigated until the election has concluded.
3. When a complaint is received by the investigator, the investigator shall notify the CAO/clerk of the fact that a complaint has been received.
4. Investigator will determine if there is validity to the complaint. If no validity, then complaint can be dismissed.
5. If the investigator finds that the complaint is valid, the investigator shall notify the member who is the subject of the complaint that a complaint has been made about them, and it is proceeding to an investigation.
6. The investigator will begin their investigation and notify Council/the Commission through a confidential email or in camera of the fact that a complaint is proceeding to the investigation phase.
7. The investigator shall protect the confidentiality of the complainant, the subject(s) of the complaint, and all persons involved in the investigation, to the greatest extent possible, while still applying the principles of natural justice and ensuring procedural fairness.
8. The investigator shall present a report to Council, no later than 6 months from the time the complaint is brought forward, on the investigation and include a

recommendation regarding the validity of the complaint and, if applicable, a recommendation regarding an appropriate sanction.

- a. If complaint is brought forward during the municipal election period of nomination day until ordinary polling day it will not be investigated until the election has concluded. Investigations already in progress at the time of nomination day will continue;
 - b. Council may grant the investigator an extension on when the report can be brought to council for extenuating circumstances, including a delay during a municipal election period;
 - c. Council is able to discuss the investigators report in camera; and
 - d. The member who had the complaint lodged against them will have the opportunity to review and respond to the information in the investigator's report, and make submissions to Council, prior to the Council's vote.
9. Council determines if a breach occurred and determines the sanction(s) to impose. If a councillor is the subject of the complaint or has made the complaint under the Code the councillor shall:
- a. In the case of a closed meeting, leave the room in which the meeting is held
 - b. In the case of a public meeting, either leave the room or remain in the room in the part of the room for general public; and
 - c. Refrain from voting on any question relating to the matter
10. Any breach of the code determined by councils shall automatically retrigger the required Code of Conduct training.
11. The section under the Code of Conduct the complaint was lodged and the investigators recommendations are made public.
12. The decision or penalty of Council/Commission on a Code of Conduct matter is final and binding on all parties.

Recommended Sanctions Framework and Possible Sanctions to be imposed

Sanctions Framework:

A Council or Commission shall consider all of the following criteria prior to imposing a sanction or sanctions:

1. The nature of the code contravention;
2. The length or persistence of the code contravention;
3. If the member intentionally contravened the code of conduct;
4. Has the member taken any steps to remedy the contravention;
5. If the member previously contravened the code of conduct;
6. Any external factors that exist to the member's contravention (e.g. family situation, mental health); and
7. The resources the member will need to complete their job.

Sanctions:

1. Member will receive a letter of formal reprimand or warning, as directed by council.
2. Member will issue a letter to include acknowledgement of breach of code and an apology within 15 days.
3. Require the member to attend training, appropriate to the incident, as directed by council.
4. Censure the member publicly.
5. Limit the member's access to certain local government facilities, equipment and/or property.
6. Suspending or removing the member as deputy head of council and/or the chair of a committee, if applicable.
7. Suspending or removing the member for no longer than 6 months from some or all committees and/or boards.
8. Impose a limit on the member's participation on behalf of the municipality.
9. Impose a limit on the member's travel and/or expense reimbursement on behalf of the municipality.
10. Impose a fine on the member for up to \$1,000 per occurrence, which is to be paid no later than 6 months from the decision of council and to be collected in the same manner as other taxes.
11. Impose an appropriate reduction in remuneration to the member for no longer than 6 months.
12. Make member repay any direct monetary loss realized by the municipality as a result of the member's action in any amounts determined by the investigator.
13. Make member repay any direct monetary gain they obtained from their actions in any amounts determined by the investigator.

SYNOPSIS

SIGNING AUTHORITY POLICY COUNCILLOR DESIGNATE

The purpose of the Signing Authority Policy is to identify elected and administrative signing authorities for the Town. Cheques require two signatures, one elected official (Mayor, Deputy Mayor or Designated Councillor) and one administrative official (either the Chief Administrative Officer or Treasurer). In the event neither the Mayor nor the Deputy Mayor is available, identifying an alternate (Designated Councillor) is necessary for the timely issuance of cheques.

MOTION:

That Council appoint Councillor _____ to be the Designated Councillor for signing cheques, bank documents, etc.



AMHERST TOWN COUNCIL

RFD# 2024091

Date: November 25, 2024

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Sarah Wilson, Director of Finance / Treasurer

DATE: November 25, 2024

SUBJECT: Signing Authorities – Designated Councillor

ORIGIN: 2024 Municipal Election

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

RECOMMENDATION: That Council appoint Councillor _____ to be the Designated Councillor for signing cheques, bank documents, etc.

BACKGROUND: The Signing Authority Policy currently states:

For all Town bank accounts any cheques, bank documents, etc., of the Town shall be signed by two signing officers. The signing officers of the Town shall be:

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

DISCUSSION: The purpose of the Signing Authority Policy is to identify signing authorities for the Town. Cheques require two signatures, one elected official (Mayor, Deputy Mayor or Designated Councillor) and one administrative official (either the Chief Administrative Officer or Treasurer). In the event neither the Mayor nor the Deputy Mayor is available, identifying an alternate (Designated Councillor) is necessary in the timely issuance of cheques. The Designated Councillor for the last few years has been Councillor Hal Davidson.

At a special meeting held October 30, Mayor and Council were sworn in. Once the Deputy Mayor and Designated Councillor are appointed, it will be necessary to update the Master Client Agreement with Royal Bank (signature card) by having each signing officer sign a new Master Client Agreement. The Master Client Agreement authorizes the individuals listed to sign bank documents on behalf of the Town.

FINANCIAL IMPLICATIONS: There are no financial implications to designating a Councillor as a signing authority.

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



ENVIRONMENTAL IMPLICATIONS: No environmental implications.

SOCIAL JUSTICE IMPLICATIONS: N/A

ALTERNATIVES:

1. There are no alternatives as a Designated Councillor is required by policy.

ATTACHMENTS: Signing Authority Policy, 03400-01.

Report prepared by: Sarah Wilson, Director of Finance / Treasurer
Report and Financial approved by: N/A

TITLE: SIGNING AUTHORITY POLICY
SECTION: FINANCE
POLICY NO.: 03400-01

APPROVAL DATE: 23 January 2023

CAO Signature: 

PURPOSE:
To identify signing officers of the Town of Amherst

POLICY STATEMENT:

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

And

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

2. For all Town bank accounts any cheques, bank documents, etc., of the Town shall be signed by two signing officers. The signing officers of the Town shall be:
 - a) Mayor, Deputy Mayor, Designated Councillor (any one of them)

And

 - b) Chief Administrative Officer or Treasurer (any one of them).

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Chief Administrative Officer	CAO: <ol style="list-style-type: none"> a. To ensure all documents are signed by the proper signing authorities.
Director of Finance	Director of Finance: <ol style="list-style-type: none"> a. To ensure all documents are signed by the proper signing authorities. b. To ensure any changes to signing authorities are corresponded to the proper external organizations.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Policy review – remove CFO, update bank account names.	Director of Finance - Wilson	Council	January 23, 2023

SYNOPSIS

Dr. & Mrs. H.E. Christie Community Foundation Donation

The Town received correspondence from the Dr. & Mrs. H.E. Christie Community Foundation indicating that they will donate \$60,000 to the Town provided that the Town, in turn, provides a grant of \$60,000 to Amherst Little League to assist in their project to improve their facilities.

The Foundation is asking if Council will accept this donation from them in the above amount, issue a donation acknowledgement letter and provide the grant as requested.

There would be no financial implications for the Town in this transaction as the grant would be fully offset by the donation. The Town of Amherst has accepted donations of this nature in the past and provided a donation acknowledgement letter to the donor and disbursed funds to the requested recipient. The key is that the disbursement is approved by Council and is for an expenditure which the municipality has the authority to spend.

MOTION:

That Council approve the request to receive a donation of \$60,000 from the Dr. & Mrs. H.E. Christie Community Foundation to fund a corresponding grant of \$60,000 to Amherst Little League.



AMHERST TOWN COUNCIL

RFD# 2024090

Date: November 25, 2024

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Sarah Wilson, Director of Finance

DATE: November 25, 2024

SUBJECT: Donation Request from the Dr. & Mrs. H.E. Christie Community Foundation

ORIGIN: Correspondence from the Dr. & Mrs. H.E. Christie Community Foundation that they will donate \$60,000 to the Town provided that the Town, in turn, provides a grant of \$60,000 to the Amherst Little League as an additional contribution to assist in their project to improve their facilities.

LEGISLATIVE AUTHORITY: Income Tax Act – Canada Revenue Agency Charity Guideline Registered municipalities are considered qualified donees by the Canada Revenue Agency and therefore can issue official donation receipts and are eligible to receive gifts from registered charities.

RECOMMENDATION: That Council approve the request to receive a donation of \$60,000 from the Dr. & Mrs. H.E. Christie Community Foundation to fund a corresponding grant of \$60,000 to the Amherst Little League.

BACKGROUND: The Town of Amherst has accepted donations of this nature in the past and provided a donation acknowledgement letter to the donor and disbursed funds to the requested recipient. The key is that the disbursement is approved by Council and is for an expenditure which the municipality has the authority to spend.

DISCUSSION: The Town received correspondence from the Dr. & Mrs. H.E. Christie Community Foundation advising that their board approved a conditional grant, pending approval from the Town of Amherst in the amount of \$60,000 to the Amherst Little League.

The Foundation is asking if Council will accept this donation from them in the above amount, issue a donation acknowledgement letter and provide grants as listed above.

FINANCIAL IMPLICATIONS: There would be no financial implications for the Town in this transaction as the grant would be fully offset by the donation.

COMMUNITY ENGAGEMENT: No community engagement is contemplated in carrying out this request. The community engagement occurred between the Amherst Little League and the Dr. & Mrs. H.E. Christie Community Foundation.



ENVIRONMENTAL IMPLICATIONS: No environmental implications are anticipated with this business process.

ALTERNATIVES:

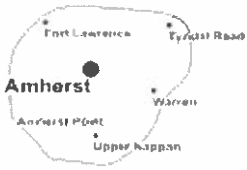
1. Refer the matter to a future Council meeting for Council's consideration of accepting donation the from the Dr. & Mrs. H.E. Christie Community Foundation and providing a grant to the Amherst Little League;
2. Decline this request.

ATTACHMENTS:

- Letter from Dr. & Mrs. H.E. Christie Community Foundation re: conditional grant Amherst Little League.

Report prepared by: Sarah Wilson, Director of Finance

Report and Financial approved by:



Christie - Smith Community Fund

consisting of

The Hugh E. Christie Fund and the Michael D. Smith Fund
administered by



The Dr. & Mrs. H.E. Christie Community Foundation

Christie Fund

P.O Box 986, Amherst, Nova Scotia B4H 4E1
Phone: (902) 667-3209 E-mail: TCCF@eastlink.ca

Smith Fund

Trustees:

25 September 2024

David H. Christie

Town of Amherst

Morris J. Haugg

attn: Sarah Wilson

Jennifer Brennan

98 Victoria St. East

Barry MacLeod

Amherst, NS

Donna Fitzpatrick

B4H 1X6

Mark Carter

Dear Sarah,

Linda Macleod

At a recent meeting, the Trustees of The Dr. and Mrs. H.E. Christie Community Foundation approved a Conditional Grant of \$60,000 requested by the Amherst Little League as an additional contribution to their project to improve their facilities.

This grant to a non-qualified donee is conditional on approval from the Town to facilitate handling of the grant. I am writing to request approval from the Town to receive our funds and forward an equivalent amount to the applicant:

Amherst Little League Baseball Club
c/o Mike LeBlanc
1293 Hastings Road
Amherst, NS B4H 3Y3

Please let me know at your earliest convenience your decision on this request.

If there are any questions regarding this matter, please advise. Thank you.

Sincerely,

John Matthews, Administrator

JM/hs

SYNOPSIS

FIRE SERVICES AGREEMENT

The Town of Amherst and the Municipality of the County of Cumberland have had a fire service agreement for an area surrounding the Town of Amherst for many years. The most recent agreement expired on March 31st, 2023. Since the expiration of this agreement the Town of Amherst has continued to provide fire protection service for the county coverage area as defined in the agreement; and has been negotiating a new agreement with the Municipality of the County of Cumberland.

This proposed agreement is retroactive to the 1st day of April, 2023 and will extend for a period of 15 years, expiring on March 31, 2038. The provisions of this new agreement are the same as the present agreement, with the exception of the following:

1. The proposed agreement outlines the payment structure that will be in place throughout the term of this agreement; in which the Municipality of the County of Cumberland shall pay \$201,871.00 for the first year of the agreement with an annual payment increase based on the consumer price index.
2. As part of this proposed agreement the Town of Amherst will transfer the ownership of the 1998 Ford tanker apparatus (AMH-0031) which is currently located at the Amherst fire station, to the Municipality of the County of Cumberland. The Municipality of the County of Cumberland will replace this unit by transferring the ownership of their 2013 Freightliner tanker apparatus (T-722) to the Town of Amherst.
3. Appendix B (1),(2) were updated to include the current operational response documents.

With the transfer of the 2013 Freightliner tanker apparatus (T-722) from the Municipality of the County of Cumberland to the Town of Amherst there will be costs (less than \$1,000) to bring the tanker apparatus up to our operational standard.

MOTION:

That Council approve the Fire Services Agreement between the Town of Amherst and the Municipality of Cumberland County, and authorize the Mayor and CAO to execute the agreement.



AMHERST TOWN COUNCIL

RFD# 2024092

Date: November 25, 2024

TO: Mayor Small and Members of Council

SUBMITTED BY: Greg Jones, Director of Fire Services

DATE: November 25, 2024

SUBJECT: Fire Services Agreement – Municipality of the County of Cumberland

ORIGIN: Renewal of the Fire Services Agreement between the Town of Amherst and the Municipality of the County of Cumberland.

LEGISLATIVE AUTHORITY: MGA 293

RECOMMENDATION: That Council approve the Fire Services Agreement between the Town of Amherst and the Municipality of Cumberland County, and authorize the Mayor and CAO to execute the agreement.

BACKGROUND: The Town of Amherst and the Municipality of the County of Cumberland have had a continuous fire service agreement for an area known as the county coverage area. The most recent formal agreement dated on March 20th, 2008 was in place for a 15-year period and expired on March 31st, 2023. Since the expiration of this agreement the Town of Amherst has continued to provide fire protection service for the county coverage area as defined in the agreement; and has been negotiating a new agreement with the Municipality of the County of Cumberland.

DISCUSSION: This proposed agreement between the Town of Amherst and the Municipality of the County of Cumberland is proposed to commence on the 1st day of April, 2023 and extend for a period of 15 years, expiring on March 31, 2038. The provisions of this new agreement are the same as the present agreement, with the exception of the following:

1. The proposed agreement outlines the payment structure that will be in place throughout the term of this agreement; in which the Municipality of the County of Cumberland shall pay \$201,871.00 for the first year of the agreement with an annual payment increase based on the consumer price index.
2. As part of this proposed agreement the Town of Amherst will transfer the ownership of the 1998 Ford tanker apparatus (AMH-0031) which is currently located at the Amherst fire station, to the Municipality of the County of Cumberland. The Municipality of the County of Cumberland will replace this unit by transferring the ownership of their 2013 Freightliner tanker apparatus (T-722) to the Town of Amherst.
3. Appendix B (1),(2) were updated to include the current operational response documents.





AMHERST TOWN COUNCIL

RFD# 2024092

Date: November 25, 2024

FINANCIAL IMPLICATIONS: With the transfer of the 2013 Freightliner tanker apparatus (T-722) from the Municipality of the County of Cumberland to the Town of Amherst there will be costs (less than \$1,000) to bring the tanker apparatus up to our operational standard.

SOCIAL JUSTICE IMPLICATIONS: There is no social justice implications associated with this agreement.

ENVIRONMENTAL IMPLICATIONS: This transaction will not have any environment implications.

COMMUNITY ENGAGEMENT: Community engagement is not a requirement for this transaction.

ALTERNATIVES:

1. Approve this agreement for fifteen (15) years; which will expire on March 31st, 2038
2. Do not enter into the proposed agreement

ATTACHMENTS:

1. 20240624 Final – Agreement Town-County re Fire Protection (Proposed agreement)

Report prepared by: Greg Jones, Director of Fire Services
Report and Financial approved by:



This Agreement made this _____ day of _____, 2024

BETWEEN:

THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND,

A municipal corporation in the County of Cumberland and Province of Nova Scotia

(hereinafter called "the County")

OF THE FIRST PART

- and -

THE TOWN OF AMHERST

A municipal corporation in the County of Cumberland and Province of Nova Scotia

(hereinafter called "the Town")

OF THE SECOND PART

WHEREAS the County has requested and the Town agrees to provide fire protection services within a defined geographic area of the County as further defined and set out in Schedule "A" to this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

1. DEFINITIONS

- 1.1. "County Coverage Area" - is that area for which the Amherst Fire Department has responsibility for providing fire protection services. It is graphically represented in Schedule "A" as the area bounded by a broken line.
- 1.2. "Box 2 - County Area" - is that area which is graphically represented in Schedule "A" as the area bounded by a line of dots and dashes.
- 1.3. "Initial Full-Time Response" - is an emergency call which is initially responded to by the two paid firefighters on duty at the Amherst Fire Department unless they are attending/responding to another emergency when the call is received. Motor vehicle calls are specifically excluded from this definition.
- 1.4. "Basic Fire Protection" - fire protection that is provided when an emergency call is initially responded to by the Amherst Fire Department utilizing its volunteer fire fighting force. This does not include the "Initial Full-Time Response" defined above.
- 1.5. "Structure Fire" - any fire that occurs in a structure such as a residential or commercial structure, garage, storage building or barn.

2. TERM

- 2.1. This Agreement commences on the 1st day of April, 2023. The term of the agreement is for fifteen (15) years, expiring on March 31, 2038.

3. TERMINATION

3.1. Neither party shall be able to withdraw during the term of the agreement. The agreement will be automatically extended year to year beyond the initial terms of the agreement unless either party has given at least 24 (twenty-four) months written notice to the other of its intention to withdraw.

4. CONSIDERATION

4.1. The County shall pay the Town the sum of Two Hundred and One Thousand, Eight Hundred and Seventy-One dollars (\$201,871) annually (the annual amount) in equal regular monthly payments. The annual amount shall be adjusted in each year subsequent to the initial year of the agreement on the 1st of April by a percentage based on the annual average increase in the consumer price index (CPI) for Nova Scotia for the preceding calendar year, (the base for CPI NS shall be calendar 2022), i.e. 2023/24 contribution shall be based on the annual average change in CPI NS, calculated by Statistics Canada for the period of January 1, 2022 to December 31, 2022 times \$187,787.

4.2. The annual amount, as calculated above, includes operations and capital costs. No future claims will be made during the term of the agreement, except as provided for below.

4.3. Should a change in provincial and/or federal regulation or Fire Underwriters Survey Standards which impacts the operational or capital cost of providing the service in the "County Coverage Area" occur, the parties agree that they will meet and determine an appropriate increase in the annual amount to address such change. These associated costs will be cost shared at the ratio of the County's contribution as a percentage of the overall operating budget for the Amherst Fire Department excluding hydrant rental costs (water supply cost transferred to the Amherst Water Utility). Should the parties not be able to agree on the amount of an appropriate increase in the annual amount, the matter shall be submitted to arbitration in accordance with the provisions of paragraph 10 of this agreement.

5. SERVICE LEVEL

5.1. Except as otherwise specified in this agreement, the level of service provided shall generally be of the same quality that has been provided to date by the Amherst Fire Department. The Town, in cooperation with neighboring rural fire departments for the supplementary supply of water only, will maintain the current Fire Underwriters Survey Ratings for the "County Coverage Area" at the same level as is currently provided. The Town agrees to participate in exercises with County fire departments from time to time to obtain and maintain Superior Water Shuttle Accreditation in the "County Coverage Area". The County recognizes the need for the cooperation of the surrounding County fire departments to maintain the Superior Water Shuttle Accreditation.

6. SERVICE COVERAGE

6.1. Subject to the provisions of the paragraphs that follow, the Town will respond to emergency calls in the "County Coverage Area", as defined in Paragraph 1, for which they are trained, in the same manner as they would within the boundary of the Town of Amherst.

6.2. The County acknowledges and accepts the fact that not all volunteer members of the Amherst Fire Department have personally agreed to respond to calls outside the boundary of the Town of Amherst however, the Town agrees that the Amherst Fire Department will respond in numbers sufficient to address the emergency at hand.

6.3. The Town agrees to provide basic fire protection to the "County Coverage Area" as defined

in Paragraph 1. In addition to basic fire protection the Town agrees to provide an "Initial Full-Time Response", as defined in Paragraph 1, when responding to a "Structure Fire" in the "County Coverage Area".

- 6.4. The Town will continue to provide the same level of response to motor vehicle calls as it has in the past; that is (1) RESCUE/ EXTRICATION CREW and (2) PUMPER CREW. This does not, and has not to date, included an "Initial Full-Time Response". For clarity, motor vehicle calls are responded to in this manner due to the specific training of the personnel responding and the specific equipment configuration of the apparatus responding.
- 6.5. The Town will continue to provide HAZMAT services in the same manner and under the same arrangement as it has to date. The County will continue its present relationship with the Special Hazardous Response Unit (SHRU), currently headquartered in Bible Hill, Colchester County.
- 6.6. The Town further agrees that beyond basic fire protection services it will provide "Initial Full-Time Response" to all calls with the exception of grass fires and motor vehicle calls in the "Box 2 - County Area" as defined in Paragraph 1.
- 6.7. The current emergency response protocol employed by the Amherst Fire Department is attached at Appendix "B". For greater clarity, it is understood that this protocol is in effect at the time of signing this agreement but, changes to this protocol shall be at the sole discretion of the Chief of the Amherst Fire Department who shall be responsible for delivering the service contemplated under this agreement. The Chief of the Amherst Fire Department will notify the County immediately of any changes in the protocol.

7. TRANSFER OF TANKER

- 7.1. The town agrees to transfer the ownership of the 1998 Ford tanker apparatus (AMH-0031, VIN # 1FDYF80E5WVA19114) currently located at the Amherst fire station, to the county. The County agrees to transfer the ownership of the 2013 Freightliner tanker apparatus (T-722, VIN # 1FVACYBS3DHBX7102), currently located at the Upper Nappan office, to the Town. The Town agrees that all future costs related to this apparatus are its responsibility. The County agrees to bear all costs of the transfer of ownerships of these apparatuses.

8. REPORTING

- 8.1. The Amherst Fire Department will provide an annual report for the previous calendar year's activities on or before February 15 each year. The report will include the number and type of calls responded to in the "County Coverage Area" as well as response times (out the door and at the scene) and the number of firefighters and apparatuses responding.

9. GOVERNING LAW

- 9.1. This Agreement shall be governed by the laws of Canada to the extent they apply and by the laws of the Province of Nova Scotia.

10. DISPUTE RESOLUTION

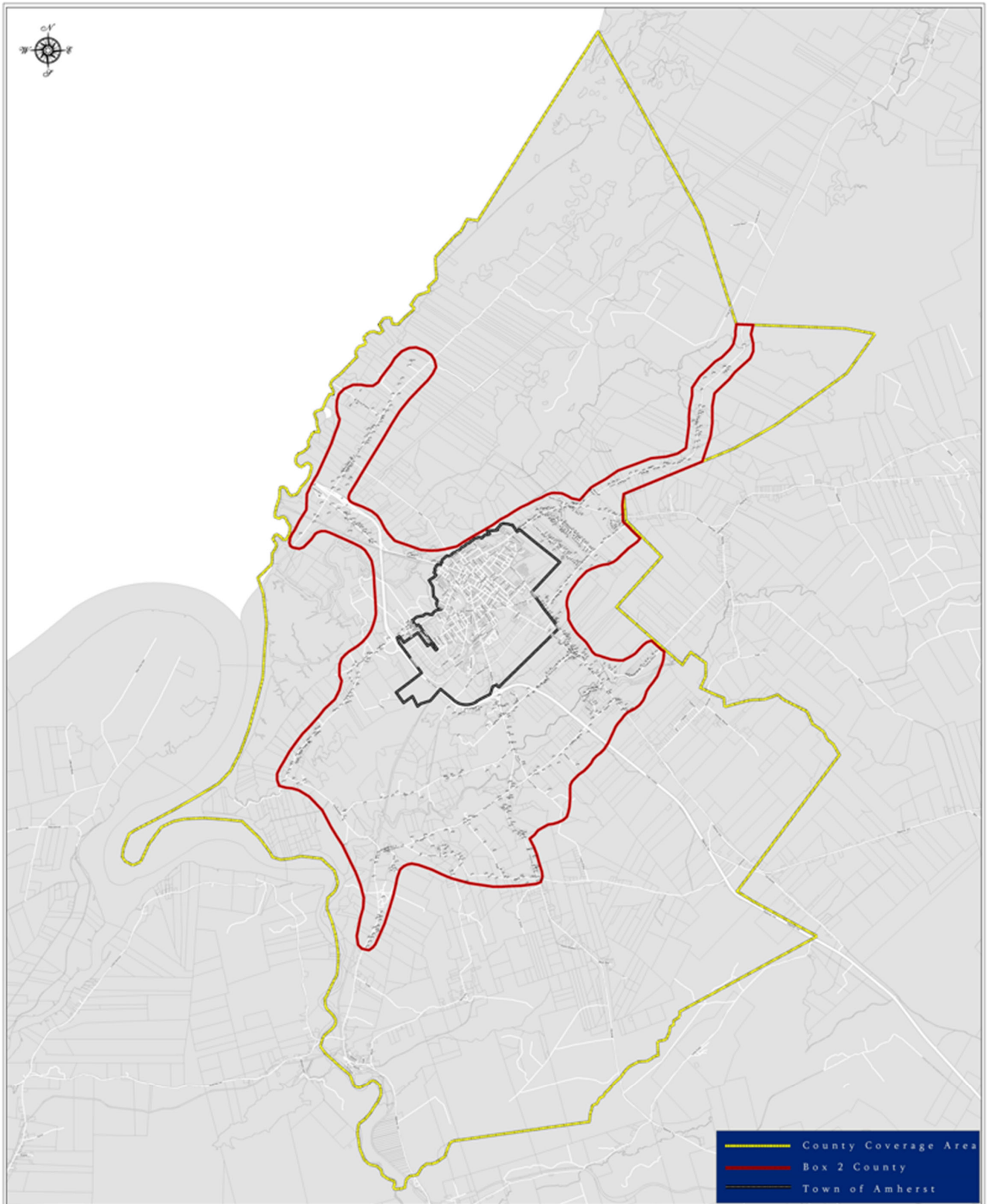
- 10.1. Any dispute or difference arising out of or in connection with this Agreement that cannot be resolved between the Parties within a reasonable period of time shall be resolved by binding arbitration in accordance with the terms of the Nova Scotia *Arbitration Act*. The Parties shall be responsible for the costs incurred by the arbitration on an equal basis.

10.2. The "costs incurred by arbitration" shall include all costs directly attributable to the actions of the arbitrator(s) and/or panel, such as their fees and costs, costs for their support staff, costs incurred conducting hearings, etc. All costs incurred by either of the parties in the course of preparation for and presentation of their own case shall be the exclusive responsibility of the party incurring the expense, and no claim for the other party to pay or share in those costs shall be made regardless of the outcome of the arbitration.

This agreement shall be binding upon and ensure to the benefit of the parties hereto, their successors and assigns.


In witness of the parties have executed this agreement by their duly authorized officers this date of _____, 2024.

APPENDIX A



Town of Amherst Planning & Development Department

Appendix 'A' to the Fire Protection Services Agreement between the Town of Amherst and the County of Cumberland

	<h1>Amherst Fire Department</h1>	General order #: 220 Revision: A
	Title: APPARATUS RESPONSE TO DIFFERENT ALARM TYPES	Page 1 of 1

- Purpose:** To provide the personnel of the Amherst Fire Department, with which Apparatus is to respond for the different Call Types
- Scope:** This procedure is applicable to all Amherst Fire Department Apparatus which is responding to a paged alarm by Amherst Dispatch
- Procedure:** The Apparatus of the Amherst Fire Department shall respond to the following locations for the different call types as paged by Amherst Dispatch.

General Alarms: Units 1 and next responding Engine shall respond to the emergency ground; all other units shall respond to a Staging Area as designated by the IC (Incident commander). If a staging area is not assigned then apparatus shall position themselves in an effective manner to support emergency support requirements.

General Alarm MVA (In-Town): Units 1 and 5 shall respond directly to the emergency ground with all other units being staged at the Fire Station. Other units may be dispatched at the discretion of the IC (Incident commander).


Still Alarm: Engine 1 shall respond to the emergency ground

Box 2 Alarm & Box 2 County Alarm:
Structural Fire: Units 1, 2, 5 and 8 shall respond to the emergency ground. **MVA:** Units 2 and 5 shall respond to the Emergency Ground. Unit 8 may be dispatched at the discretion of the IC (Incident commander). Tractor Trailer MVA Unit 6 shall be dispatched in conjunction with the above. **Unit #1 in all cases shall be relieved by Unit #2 as soon as possible and returned to station.**

Mutual Aid Alarm: Units 2, 3, 4, 5, 6, 7, 8, and Haz-Mat trailer are available to respond depending on the nature of the Mutual Aid request. Units responding are at the discretion of the IC (Incident commander).

Hazardous Materials Alarm (In-Town): Units 1, 6, 7, and Haz-Mat trailer shall respond to the Emergency ground with all other units reporting to a staging area established by the IC (Incident commander).

Hazardous Materials Alarm (Box 2): Units 2, 6, 7, 8, and Haz-Mat trailer shall respond to the Emergency ground. Unit 5 may respond at the discretion of the IC (Incident commander).

	<h2>Amherst Fire Department</h2>	<p>General order #: 221 Revision: A</p>
	<p>Title: FIREFIGHTERS RESPONSE TO DIFFERENT ALARM TYPES</p>	<p>Page 1 of 1</p>

Purpose: To provide the personnel of the Amherst Fire Department, with the requirement for responding to the different call types

Scope: This procedure is applicable to all Amherst Fire Department personnel who are responding to a paged alarm by Amherst Dispatch

Procedure: The personnel of the Amherst Fire Department shall respond, in their own personal vehicles, to the following locations, for the different call types as paged by Amherst Dispatch. If personnel are at the Fire Station at the time of the alarm, they may travel to the Emergency Ground in the apparatus provided the passenger is seated as per Fire Department Procedure.

General Alarms: all personnel with the exception of apparatus drivers shall report directly to the emergency ground. Apparatus drivers shall report to the fire station and continue to the emergency ground or a designated staging area with the apparatus

Still Alarm: all personnel who want to attend a Still Alarm shall report directly to the emergency ground

Box 2 Alarm or Box 2 County Alarm: all personnel that want to attend a Box 2 Alarm shall report directly to the Fire Station. The IC (Incident commander) will decide as to which personnel will respond.

Mutual Aid Alarm: all personnel that want to attend a Mutual Aid alarm shall report directly to the Fire Station. The IC (Incident commander) will decide as to which personnel will attend.

Hazardous Materials Alarm (In-Town): all personnel are to report to the Fire Station and assemble in the Russell Hunter room and await further orders. In the event that the Russell Hunter room is not available, personnel shall assemble in the front lobby on the main floor. Personnel shall be assigned to tasks, as per the Hazardous Materials response plan by the Officer assuming the IC position.

Hazardous Materials Alarm (Box 2): all personnel that want to attend a Hazardous Materials Box 2 shall report directly to the Fire Station and assemble in the Russell Hunter room and await further orders. In the event that the Russell Hunter room is not available, personnel shall assemble in the front lobby on the main floor. Personnel shall be assigned to tasks, as per the Haz-Mat response plan by the Officer assuming the IC position

General Alarm MVA (In-Town): personnel from Units 1 and 5 are to report directly to the emergency ground, all other personnel are to report directly to the Fire Station.

MEMORANDUM

To: Mayor Small and Members of Amherst Town Council
From: Councillor Ripley
Date: November 25, 2024
Subject: Fireworks

I would like to know if ordering and using fireworks to celebrate New Years is still a viable option. Logistically, I know we may not be able to get them due to the timing of this request.

I move that Council direct staff to investigate if ordering and using fireworks to celebrate New Years is still a viable option.

Internal Committee Report

Planning Advisory Committee

November 2024

The Planning Advisory Committee met on Monday, September 25, 2024 at 4:30 p.m. in Town Hall Council Chambers.

Following the presentation of the staff report by the Dangerous and Unsightly Premises Administrator regarding the dangerous state of the building at 19 Spring Street, the Committee passed a motion requiring the building be demolished with 60 days of the meeting.

The Dangerous and Unsightly Premises Administrator also provided an update on the building at 77 Station Street, the Committee passed a motion requiring the building be demolished within 90 days of the meeting.

An update on the building at 32 Park Street was also provided, noting that this property has a new owner, and that a demolition permit was issued on September 17th, and that there has been significant progress made to clean up the property.

The next meeting of the Planning Advisory Committee is scheduled for Monday, December 2, 2024 at 4:30 p.m. in Town Hall Council Chambers.

Internal Committee Report

Amherst Board of Police Commissioners

November 2024

The Amherst Board of Police Commissioners met on Tuesday, October 15, 2024 at 3:00 p.m. in Town Hall Council Chambers.

Ashley Legere and Chief Pike gave a presentation to the Board on Homelessness and Substance Use Disorder.

Other items on the agenda included a review of the draft APD crest design, a verbal update on a new proposed design for APD badges, and an update on the Safe Approach and Rescue Vehicle. Chief Pike also presented his monthly report.

The next meeting is scheduled for Tuesday, December 10th at 3:00 p.m.

Internal Committee Report

Amherst Youth Town Council

November 2024

The AYTC is now in session for the 2024-2025 term. This year, we have maintained a smaller, yet highly effective council, consisting of just six members. Having a smaller number of members ensures we can continue with our bi-weekly meetings. We have already voted on this year's executives. The members holding these positions are as follows:

- Junior Mayor of Amherst: Leah Brunt
- Deputy Junior Mayor of Amherst: Kennedy Newman
- Treasurer: Ava Crocker
- Secretary: Allison Jones
- Member at large: Harmony Caldwell

We have had initial discussions regarding our goals for the year, though we are still in the process of finalizing our plan. We still want to spend time focusing on food security within the town and potentially hold a food drive to support this cause. Additionally, we want to expand our volunteer efforts by actively participating in both Council and Town events, further strengthening our involvement in the community.

We are looking forward to volunteering at the Town's Christmas events this year and hope to continue building on this momentum. Several members will be handing out hot chocolate at the light-up ceremony, while others will participate in the parade, walking behind the Council float. Additionally, we will be distributing hot chocolate at the Boston Tree send-off. In early December, we will also collect food donations during a hockey game. Through these efforts, we aim to increase awareness of the AYTC within the community, ensuring its continued growth and success in the years to come.

Internal Committee Report

Poverty Reduction Advisory Committee

November 2024

The Poverty Reduction Advisory Committee met Thursday, October 7, 2024 at 4:30 p.m. in Town Hall Council Chambers.

The Committee held a round table discussion where members each provided updates. Of note, Ashely Legere notified the Committee that the Cumberland Homelessness and Housing Support Association (CHHSA) Board approved the creation of a Youth Supportive Housing program for youth 16 to 18 years of age, with the option to accept persons up to 21 years of age depending on appropriateness and capacity. She is hoping to have this up and running before winter.

Sharon Bristol advised that the province has passed Anti Racism and Anti Hate legislation, and that the Accessibility Strategy will need to be updated by April 2025. Further to this, the province is encouraging one combined plan for both Accessibility and Inclusion, Diversity and Equity.

Sharon Bristol also provided a Food Summit update indicating reports will be finalized and presented in the new year.

External Committee Report

Cumberland Public Libraries

November 2024

Library Board

The library is waiting for appointments to the Board by the municipalities since the municipal election has just been held. The next meeting of the Cumberland Regional Library Board is scheduled for November 19, 2024 but this will likely have to be postponed. Once municipal representatives are appointed to the board there will need to be an election of officers.

Provincial Funding Review Update

A library funding has stalled due to the provincial election. Recommendations went forward to the government for consideration, however with an ongoing election all work on this has been halted. Once the election is complete it will be up to the newly elected government to determine if this work will continue or if it will be scrapped.

Statistics

In the month of October, Cumberland Public Libraries signed out over 13,954 items, 5,761 items in the Amherst Library alone. This includes books, movies, TV shows, magazines, ebooks and more.

Also, in October Amherst held 18 in-person programs with 575 people in attendance.

External Committee Report

Cumberland YMCA

November 2024

Membership

Current Members: 1,995

Subsidized Members: 326

Current Promo: Our current promotion is an Introductory Offer (new members pay \$20/individual; \$40/couple or \$50/family for their first month of membership) when signing up for a recurring bi-weekly membership. This promo runs through the month of November.

Fund Development

2024 Peace Medallion Recipients are to be announced on November 22nd. The YMCA believes peace is more than the absence of violence and conflict. Peace is the ongoing work of building and rebuilding conditions of fairness, inclusion, empathy, security, and respect for diversity. When Canadians embody the values of PEACE through our daily actions, we can build a better Canada, and we want to recognize the efforts of those who make our communities better.

We will be awarding three individuals with Peace Medals this year, one in each of the following categories:

- **Equity, Diversity and Inclusion:** Peacemakers ignite inclusivity and ensure there is a place for everyone and that everyone can be themselves. They champion this commitment in their work and as a voice in our communities.
- **Health and Wellbeing:** Peacemakers help to enrich and renew the health and wellbeing of others, whether physically, mentally or socially.
- **Empowering Youth:** Peacemakers help young people shine through belonging, connection, and programming that ignite both mind and spirit.

Coldest Night of the Year Launch Coming Soon - The YMCA of Cumberland has signed on to host the Coldest Night of the Year again this year. This event will be held on February 22, 2025. A soft launch for teams and fundraising will happen end of November.

Give the Gift of Camp - This year the Atlantic YMCA's raised \$388,000 and sent over 617 Kids to camp, 342 Newcomers. It has been decided that we are going to run this campaign again next year. This campaign will be kicking off in February.

Christmas Trees for Communities - The YMCA has brought back Christmas Trees for Communities. The YMCA will be reaching out to local companies to see if they would like to purchase a tree for \$100. Then everyone will be invited to the Y on the afternoon of December 6th to come and decorate their company tree. Communications will be sent out soon.

Community Development - The Community Development department has relocated to 28 Church Street. The team has been working hard on Santas for Seniors, which is looking to have over 600 gifts delivered to individuals in Cumberland County this year! Tags can be picked up from the tree in the YMCA lobby and gifts are to be returned by December 16. Donations of wrapping paper, Christmas cards and gift bags are welcomed.

External Committee Report

Northern Region Solid Waste Management

November 2024

Extended Producer Responsibility (EPR)

Staff met with Circular Materials (CM) via Teams on November 18th. The purpose of the meeting was to review data that has been submitted to Divert NS and for them to provide an overview of the transition to EPR on the operational side.