

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: April 27, 2020
Time: 4:00 pm
Location: Virtual Zoom Meeting

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

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

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

1. CALL TO ORDER

Mayor Kogon called the meeting to order at 4:03 p.m.

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

3. APPROVAL OF AGENDA/MINUTES

3.1 Approval of the Agenda

Moved By Councillor Byrne

Seconded By Deputy Mayor Christie

To approve the agenda as circulated.

Motion Carried

3.2 Approval of Minutes

3.2.1 February 24, 2020 Regular Council

Moved By Councillor MacKenzie

Seconded By Councillor Rhindress

To approve the minutes of the February 24, 2020 regular meeting of Council.

Motion Carried

3.2.2 March 31, 2020 Special Council

Moved By Councillor Jones

Seconded By Councillor Rhindress

To approve the minutes of the March 31, 2020 special meeting of Council.

Motion Carried

3.2.3 April 20, 2020 Special Council

Moved By Councillor Byrne

Seconded By Councillor MacKenzie

To approve the minutes of the April 20, 2020 special meeting of Council.

Motion Carried

4. REQUESTS FOR DECISION

4.1 Water Utility Budget

Moved By Deputy Mayor Christie

Seconded By Councillor MacKenzie

That Council approves the 2020-2021 Amherst Water Utility Operating Budget of \$2,242,216 as presented.

Revenues	
Metered Sales	\$ 1,221,615
Flat Rate Sales	166,320
Bulk Water Sales	7,500
Fire Protection	807,481
Private Hydrants	14,750
Sprinkler Service	15,350
Interest	5,000
Sale of Services	3,000
Sundry	1,200
Total Revenues	\$ 2,242,216

Expenditures	
Source of Supply	\$ 34,000
Pumping	175,500
Water Treatment	17,600
Transmission & Distribution	724,681
Administration	924,995
Depreciation	365,440
Total Expenditures	\$ 2,242,216

Motion Carried

4.2 Victoria Park Lease Agreement

Moved By Councillor Rhindress

Seconded By Deputy Mayor Christie

That Council approve entering into the amended lease agreement between the Town, Municipality of the County of Cumberland and the Province of Nova Scotia.

Motion Carried

THIS LEASE AMENDING AGREEMENT made this _____ day of January, 2020.

BETWEEN:

MUNICIPALITY OF THE COUNTY OF CUMBERLAND, a municipal body corporate, with its Office at or in the vicinity of Amherst, in the County of Cumberland and Province of Nova Scotia, hereinafter called the "COUNTY"

OF THE FIRST PART

- and -

TOWN OF AMHERST a municipal body corporate, with its Office at Amherst, in the County of Cumberland and Province of Nova Scotia, hereinafter called the "TOWN"

OF THE SECOND PART

- and -

HER MAJESTY THE QUEEN in right of the Province of Nova Scotia, represented in this behalf by the Minister of Transportation and Infrastructure Renewal, hereinafter called "HMQ"

OF THE THIRD PART

AND WHEREAS the County, Town and HMQ, in the interests of greater clarity and certainty, acknowledge and agree that the lands leased to the Town pursuant to the Victoria Park Lease are comprised of Lot 17-3 as shown on the Plan and identified as PID 25500984, being the Victoria Park Parcel, and the lands leased to HMQ pursuant to the Court House Lease are comprised of Lot 17-2 as shown on the Plan and identified as PID 25500976, being the Court House Parcel;

AND WHEREAS the County and the Town acknowledge and agree that HMQ, having received the consent and approval of the County and the Town, may and shall proceed with accessibility improvements to the Court House building situate on the Court House Parcel which will require that such accessibility improvements and related works will extend northerly from the Court House Parcel into and onto the Victoria Park Parcel and which additional required lands, extending onto and being a portion of the Victoria Park Parcel, are shown and depicted as "Block A" on the architectural plan dated September 20, 2019, attached hereto as Schedule D and marked thereon A to B to C to D to E to A and which parcel of additional required lands is herein called the "Accessibility Parcel";

NOW THEREFORE THIS LEASE AMENDING AGREEMENT WITNESSETH THAT in consideration of the premises and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, the Town and HMQ covenant, promise, undertake and agree as follows:

1. The lands leased to HMQ pursuant to the Court House Lease are those lands more particularly described in Schedule E attached hereto, together with and including the Accessibility Parcel, and the Court House Lease shall be read and construed accordingly, and, for greater certainty, it is declared and agreed that the Accessibility Parcel is now a part of and a portion of the lands leased by HMQ pursuant to the Court

3. This Lease Amending Agreement and the Court House Lease shall be read and construed together and the Court House Lease shall continue in full force and effect as amended and modified by this Lease Amending Agreement.

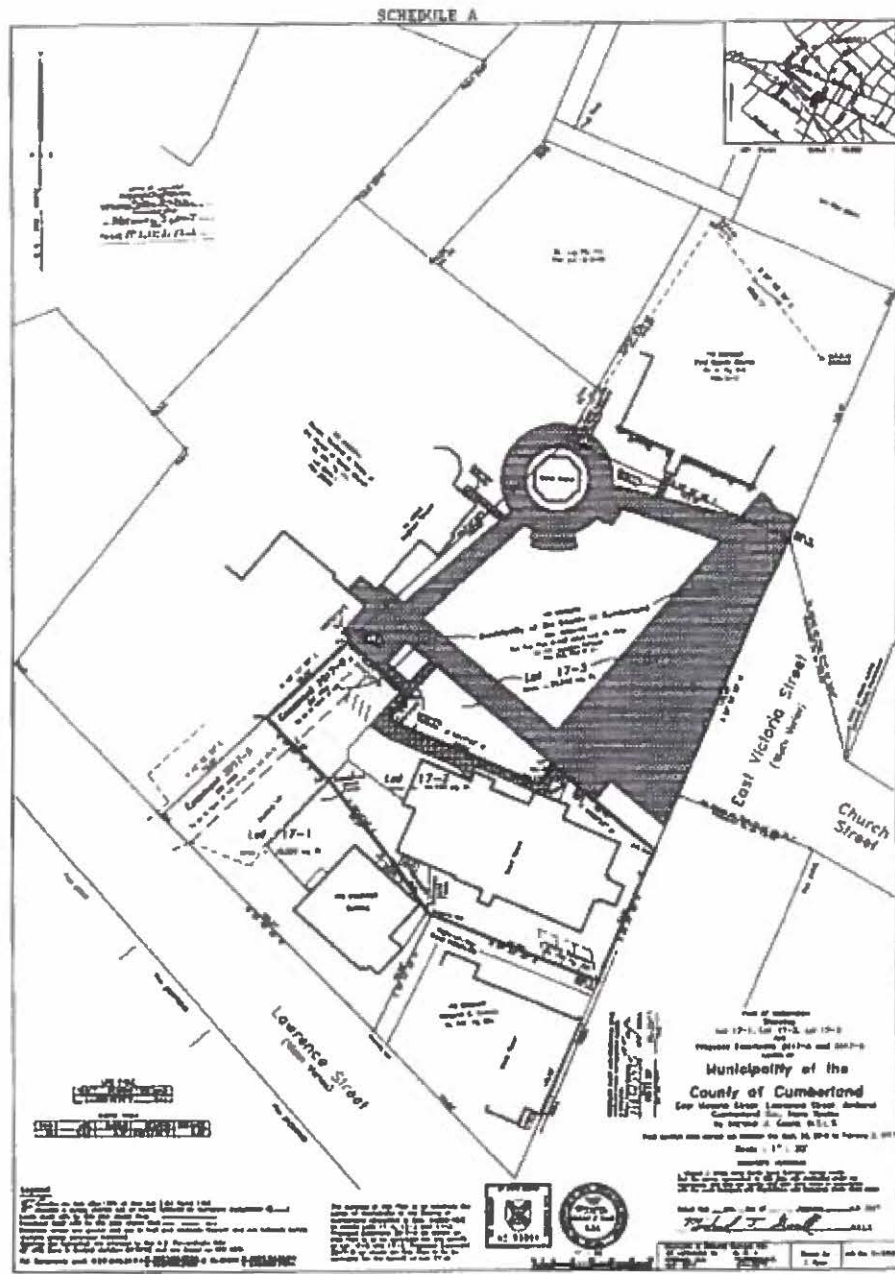
4. This Lease Amending Agreement and the Victoria Park Lease shall be read and construed together and the Victoria Park Lease shall continue in full force and effect as amended and modified by this Lease Amending Agreement.

5. This Lease Amending Agreement shall be read with all changes of gender or number required of the context.

6. This Lease Amending Agreement shall enure to the benefit of and be binding upon the County, the Town and HMQ and their, and each of their, successors and assigns.

IN WITNESS WHEREOF the County has properly executed this Lease Amending Agreement on the ____ day of January A.D. 2020 and the Town has properly executed this Lease Amending Agreement on the ____ day of January A.D. 2020 and HMQ has properly executed this Lease Amending Agreement on the ____ day of January 2020.

SIGNED & DELIVERED)	MUNICIPALITY OF THE COUNTY OF CUMBERLAND
- in the presence of -)	
)	_____
)	
_____)	_____
(witness))	TOWN OF AMHERST
)	_____
)	
_____)	Her Majesty the Queen in Right of the Province of Nova Scotia represented in this behalf by the Minister of Transportation and Infrastructure Renewal
(witness))	_____
)	Authorized Signing Authority



SCHEDULE B

THIS LEASE made this 20th day of October

1993.

BETWEEN THE TOWN OF AMHERST, a Municipal Corporation, situate in the County of Cumberland, Province of Nova Scotia

(TOWN)

- and -

HER MAJESTY THE QUEEN, in the Right of the Province of Nova Scotia, represented in this behalf by the Honourable Minister of Supply and Services

(PROVINCE)

WHEREAS the PROVINCE is the owner of a lot of land situate in Amherst aforesaid and bounded northerly by property of the Anglican Church of Canada, easterly by property of the First Amherst Baptist Church, southerly by the northerly margin of Victoria Street and westerly by the County Court House property, and known as Victoria Park and hereinafter called Victoria Park.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of the TOWN agreeing to care for and maintain Victoria Park in such condition that it will be an ornament and a place of beauty within the TOWN, the PROVINCE hereby demises Victoria Park to the

IT IS HEREBY FURTHER AGREED between the parties hereto that should Victoria Park or any part thereof be required by the PROVINCE for provincial purposes or the TOWN feels it is not in the best interest of the TOWN to maintain Victoria Park that this lease may be terminated by the PROVINCE or the TOWN upon twelve (12) months previous notice being given by either of the parties hereto to the other.

IN WITNESS WHEREOF TOWN OF AMHERST and HER MAJESTY THE QUEEN have caused this Lease to be executed by their respective officers duly authorized in that behalf.

TOWN OF AMHERST

David F. Amos Witness
Jaymie R. G. G. G. Approved

SCHEDULE C

THIS LEASE made this 14th day of April, 2016.

BETWEEN: MUNICIPALITY OF THE COUNTY OF CUMBERLAND, a municipal body corporate, with Head Office at 1395 Blair Lake Road, Amherst, in the County of Cumberland, Province of Nova Scotia.
(hereinafter called the "LANDLORD")

OF THE ONE PART

- and -

HER MAJESTY THE QUEEN, in Right of the Province of Nova Scotia, as Represented by the Minister of Transportation and Infrastructure Renewal
(hereinafter called the "TENANT")

OF THE OTHER PART

WHEREAS the Tenant proposed leasing certain lands in an as is where is condition as currently used as a Court House and parking lot situated on property identified as PID 25005905, located at 54 VICTORIA STREET, AMHERST, CUMBERLAND COUNTY, containing an area of 30,000 square feet, more or less, herein referred to as "The Property", for the operation of a Court House and parking lot;

AND WHEREAS the Landlord agreed to leasing the Property for the purpose of operating a Court House and parking lot;

AND WHEREAS the Landlord and the Tenant hereby agree to enter into a Lease on the terms and conditions set out herein;

WITNESSETH that in consideration of the terms hereinafter contained the Landlord and the Tenant covenant and agree as follows:

The LANDLORD hereby leases to the Tenant, at no cost, the Property, until such time as the Property is no longer required by the Tenant for the purpose set out herein.

The LANDLORD AND TENANT agree that upon the Tenant no longer requiring the Property for the purpose set out herein, and upon giving SIXTY (60) DAYS written notice to the Landlord, the Tenant may terminate this Lease and return vacant possession of the building to the Landlord.

The LEASE shall be for a period of ONE YEAR commencing on the 16th day of April, 2016 and continuing on a month to month basis thereafter.

SERVICES AND FACILITIES shall be supplied and/or paid for as follows:

	Landlord	Tenant
Heat		X
Electricity		X
Water		X
Cleaning		X
Realty Tax		X
Building Maintenance		X
Snow Removal		X

This LEASE AGREEMENT constitutes the entire Lease Agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing, agreements, and all other communications between the parties unless specifically addressed in the Lease Agreement.

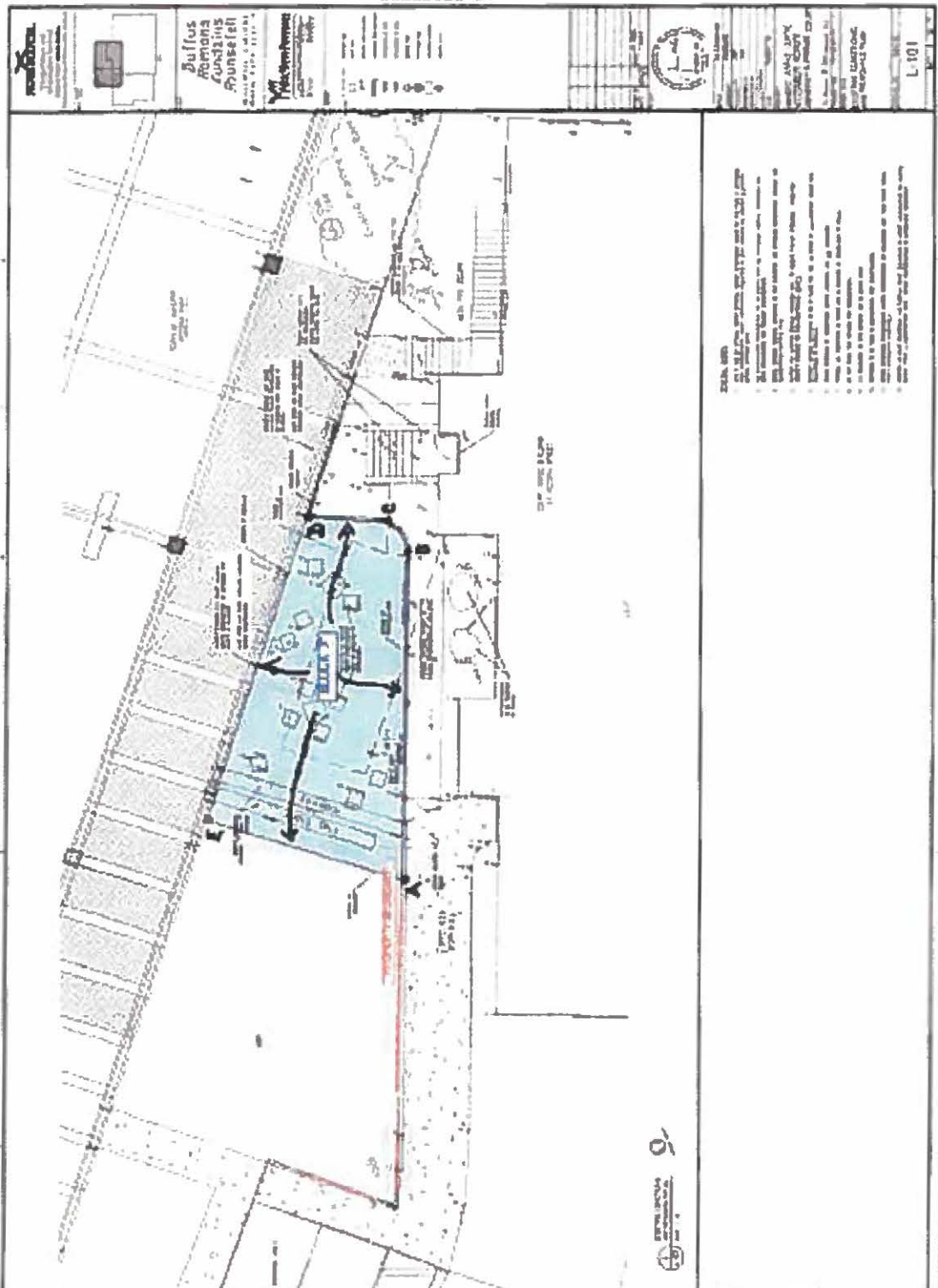
IN WITNESS WHEREOF THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND and HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF NOVA SCOTIA have caused this Lease to be executed by their respective officers duly authorized in that behalf as of the date first hereinabove written.

SIGNED, SEALED AND DELIVERED

In the presence of: *[Signature]*
Witness

MUNICIPALITY OF THE COUNTY OF CUMBERLAND

[Signature]
D. A. D. A.



SCHEDULE E

PID 25500976

Registration County: CUMBERLAND COUNTY
 Street/Place Name: EAST VICTORIA STREET / AMHERST
 Title of Plan: PLAN OF SUBDIVISION SHOWING LOT 17-1, 17-2, 17-3 AND PROPOSED EASEMENTS 2017-A AND 2017-B LANDS OF MUNICIPALITY OF THE COUNTY OF CUMBERLAND EAST VICTORIA STREET, LAWRENCE STREET, AMHERST
 Designation of Parcel on Plan: LOT 17-2
 Registration Number of Plan: 110325975
 Registration Date of Plan: 2017-02-10 15:22:29

TOGETHER WITH the benefit of a right-of-way for ingress and egress, for persons, animals and vehicles over lands now owned by Anthony J. Van de Wiel (Book 516, Page 86), said right-of-way running from the northwestern boundary of Victoria Street to the northern corner of the Van de Wiel lands and thence to the northeastern boundary of Lawrence Street and running along the Van de Wiel lands lying between the northeastern and northwestern side lines of the building on the said lands and the northeastern and northwestern side lines of said lands, said right-of-way having been reserved by the Municipality of the County of Cumberland in a conveyance made by it to Tony Van de Wiel dated June 5, 1988 which is recorded at the Registry of Deeds Office at Amherst, N.S. in Book 516 at Page 86.

SUBJECT TO an Easement granted to Anthony J. Van de Wiel by Deed dated June 15, 1988 to use and park vehicles in the first three parking spaces from Victoria Street located on the Grantors lands lying to the northeast of the lands now owned by Anthony J. Van de Wiel.

SUBJECT TO a Registration of Provincial Heritage Property at Book 444 Page 297.

TOGETHER WITH a 20 foot wide easement for vehicular and pedestrian access commencing at the eastern verge of Lawrence Street and running in a northeasterly direction across Lot 17-1 to the western bounds of Lot 17-2 as shown on a plan of subdivision entitled "Plan of Subdivision Showing Lots 17-1, 17-2, Lot 17-3 and Proposed Easements 2017-A and 2017-B Lands of Municipality of the County of Cumberland" prepared by Michael J. Gould, N.S.L.S., dated February 6, 2017, and registered at the Land Registration Office in Cumberland County on February 10, 2017 as Doc No. 110325975. This easement was reserved by the Municipality of the County of Cumberland in its Deed to 689637 N.B. Ltd. for the benefit of the lots owned by the Municipality identified as Lots 17-2 and 17-3 on the aforesaid Plan of Subdivision. Said Deed was registered on February 23, 2017, as Doc. No. 110369007.

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

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act
 Registration District: CUMBERLAND COUNTY
 Registration Year: 2017
 Plan or Document Number: 110325975

SCHEDULE F

PID 25500984

Registration County: CUMBERLAND COUNTY
 Street/Place Name: EAST VICTORIA STREET /AMHERST
 Title of Plan: PLAN OF SUBDIVISION SHOWING LOT 17-1, 17-2, 17-3 AND PROPOSED EASEMENTS 2017-A AND 2017-B LANDS OF MUNICIPALITY OF THE COUNTY OF CUMBERLAND EAST VICTORIA STREET, LAWRENCE STREET, AMHERST
 Designation of Parcel on Plan: LOT 17-3
 Registration Number of Plan: 110325975
 Registration Date of Plan: 2017-02-10 15:22:29

TOGETHER WITH a 20 foot wide easement for vehicular and pedestrian access commencing at the eastern verge of Lawrence Street and running in a northeasterly direction across Lot 17-1 to the western bounds of Lot 17-2 as shown on a plan of subdivision entitled "Plan of Subdivision Showing Lots 17-1, 17-2, Lot 17-3 and Proposed Easements 2017-A and 2017-B Lands of Municipality of the County of Cumberland" prepared by Michael J. Gould, N.S.L.S., dated February 6, 2017, and registered at the Land Registration Office in Cumberland County on February 10, 2017 as Doc No. 110325975. This easement was reserved by the Municipality of the County of Cumberland in its Deed to 689637 N.B. Ltd. for the benefit of the lots owned by the Municipality identified as Lots 17-2 and 17-3 on the aforesaid Plan of Subdivision. Said Deed was registered on February 23, 2017, as Doc. No. 110369007.

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

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act
 Registration District: CUMBERLAND COUNTY
 Registration Year: 2017

4.3 General Borrowing Resolution

Moved By Councillor Byrne

Seconded By Councillor Jones

That Council approves a general borrowing resolution in authorizing a line of credit in the amount \$7.7 million with the Royal Bank of Canada to meet the current expenditures of the Town of Amherst for the year ending March 31, 2021.

Motion Carried

TOWN OF AMHERST

GENERAL BORROWING RESOLUTION

To authorize the borrowing of certain moneys from the Royal Bank of Canada to meet the current expenditure of the Corporation of the Town of Amherst (hereinafter called "the Corporation") for the year ending March 31, 2021.

WHEREAS it is necessary to borrow the sum of \$7,700,000 (Seven million, seven hundred dollars) from the Royal Bank of Canada to meet the current expenditures of the Corporation until such time as the taxes to be levied therefore can be collected;

BE IT THEREFORE RESOLVED by the Municipal Council of the Corporation as follows:

1. **THAT** the Mayor and the Treasurer of the Corporation, be, and they are hereby authorized under the seal of the Corporation to borrow from the Royal Bank of Canada up to the sum of **\$7,700,000 (Seven million, seven hundred dollars)** as the same may be required from time to time to meet the now current expenditures of the Corporation which said expenditures has been duly authorized by Council; and
2. **THAT** the said Mayor with the Treasurer aforesaid, be, and they are hereby authorized to pay or allow to the said bank, interest on the sum of **\$7,700,000 (Seven million, seven hundred dollars)** at a rate of Royal Bank Prime minus ¼% per annum, which may be paid or allowed in advance by way of discount or otherwise howsoever as they may deem best; and
3. **THAT** the said sum of **\$7,700,000 (Seven million, seven hundred dollars)** so to be borrowed shall be made payable on or before the 31st day of March, 2021, and the promissory note or notes of the Corporation, if any, given therefore, if made payable before the said 31st day of March, 2021, may be renewed by the said Mayor and Treasurer from time to time, but no renewal thereof shall fall due later than the said 31st day of March, 2021; and
4. **THAT** the said promissory note or notes of the Corporation, sealed with the corporate seal and signed by the Mayor and Treasurer of the Corporation be given from time to time as required, in security for the amounts borrowed from time to time under the provisions of this resolution; and

- 5. **THAT** giving of such renewal note or notes, as aforesaid, shall not be deemed satisfaction to the said bank of the said advance or interest, but as evidence only in indebtedness.

This is to certify that the foregoing is a true copy of a resolution of the Council of the Municipal Corporation of the **Town of Amherst** passed at a meeting of the said Council, duly called and held on the _____ day of March, 2020 at which a quorum of the Council was present and voting.

Given under the hands of the Mayor and Treasurer of the Town this _____ day of March, 2020.

.....
 David Kogon, MD
 Mayor

.....
 Shelley G. Rector, CPA, CMA
 Treasurer

5. INTERNAL COMMITTEE REPORTS

- 5.1 **Planning Advisory Committee**
Information item; no direction given or action required.
- 5.2 **Amherst Board of Police Commissioners** – No Report
- 5.3 **Audit Committee** - No Report
- 5.4 **Amherst Youth Town Council** - No Report


6. EXTERNAL COMMITTEE REPORTS

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


7. ADJOURNMENT

Moved By Councillor Jones
Seconded By Councillor Rhindress
To adjourn the meeting at 4:29 p.m.

Motion Carried



 Kimberlee Jones
 Municipal Clerk



 David Kogon, MD
 Mayor