

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: February 22, 2021
Time: 6:00 pm
Location: Community Credit Union Business Innovation Centre

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

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

Others Present Amanda Mollan, YMCA of Cumberland

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

1. **CALL TO ORDER**
 Mayor Kogon called the meeting to order at 6:00 p.m.
2. **TERRITORIAL ACKNOWLEDGMENT**
 Mayor Kogon gave the Territorial Acknowledgement.
3. **PRESENTATION**
 - 3.1 **YMCA of Cumberland UpLift Program**
 Amanda Mollan gave a presentation on behalf of the YMCA of Cumberland UpLift Program, included as part of the agenda package.
4. **APPROVAL OF AGENDA/MINUTES**
 - 4.1 **Approval of the Agenda**
 Moved By Councillor Baker
 Seconded By Councillor Christie
 To approve the agenda as circulated.

Motion Carried
 - 4.2 **Approval of Minutes**
 - 4.2.1 **January 25, 2021 Regular Council**
 Moved By Councillor Emery
 Seconded By Councillor Fawthrop
 To approve the minutes of the January 25, 2021 regular meeting of Council as circulated.

Motion Carried

4.2.2 February 4, 2021 Special Council

Moved By Councillor Landry

Seconded By Deputy Mayor Davidson

To approve the minutes of the February 4, 2021 special meeting of Council as circulated.

Motion Carried

5. REQUESTS FOR DECISION

5.1 Mandatory Provincial Contribution Area Rate

Moved By Councillor Landry

Seconded By Councillor Christie

WHEREAS the Mandatory provincial contributions of \$2,163,799 for the fiscal period ended March 31, 2022 must be rated;

THEREFORE BE IT RESOLVED THAT for the Town of Amherst for the fiscal year ending March 31, 2022, the Mandatory Provincial Contribution Area Rate on all property assessments within the boundary of the Town of Amherst are as follows:

Residential / Resource	\$0.402 per \$100 of assessment
Commercial	\$0.402 per \$100 of assessment

AND THAT these area rates are due and payable on September 30, 2021 with interest to be charged on all final tax accounts outstanding on or after October 1, 2021 at the rate of 1% per month, 12% per annum.

Motion Carried

5.2 Northern Region Solid Waste Agreement

Moved By Councillor Emery

Seconded By Deputy Mayor Davidson

That Council approve the attached Northern Region Intermunicipal Solid Waste Agreement and authorize the Mayor and CAO to sign on their behalf.

Motion Carried

THIS INTER-MUNICIPAL AGREEMENT dated the day of _____, 2021,

BETWEEN:

THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND, a Municipal Corporation; OF THE FIRST PART

- and -

THE MUNICIPALITY OF COLCHESTER, a Municipal Corporation; OF THE SECOND PART

- and -

THE MUNICIPALITY OF EAST HANTS, a Municipal Corporation; OF THE THIRD PART

- and -

THE TOWN OF AMHERST; OF THE FOURTH PART

- and -

THE TOWN OF OXFORD; OF THE FIFTH PART

- and -

THE TOWN OF TRURO;

OF THE SIXTH PART

- and -

THE TOWN OF STEWIACKE

OF THE SEVENTH PART

Whereas the Environment Act SNS 1994-95, c.1, as amended and the Solid Waste-Resource Management Regulations *authorize and create* seven (7) Solid Waste Resource Regions in the Province of Nova Scotia including Region 3, known as the Northern Region which is comprised of the counties of Colchester and Cumberland and the District of East Hants. The mandate of the Northern Region is to enable the Municipal units to collaborate in order to meet waste resource objectives as set and determined by the Minister of Environment. These objectives could include, but are not limited to, solid waste-resource management reports, plans, disposal targets, diversion goals and distribution of provincial funding.

And whereas the parties agree that the respective elected Municipal representatives and staff will work collectively and cooperatively on the objectives as set by the Minister, the recommendations are non-binding and each individual Municipal Unit retains full responsibility and authority for all financial and operational decisions required to comply with the Environment Act and regulations.

AND WHEREAS the parties have previously cooperated in the creation of a Northern Region Solid Waste Management Plan;

AND WHEREAS it is in the best interests of the parties to work in a coordinated manner with all Municipal Units within Northern Region;

AND WHEREAS there is a need to determine how inter-municipal cooperation can be achieved, how decisions can be made, and how decisions or recommendations made through cooperative discussions can be reviewed and approved by the parties;

AND WHEREAS the parties wish to formalize by Agreement, the arrangement which has been in effect;

WITNESSETH that in consideration of the mutual covenants hereinafter set out, the parties agree as follows:

1. Effective Date:

- 1.1 The parties acknowledge the creation of the Northern Region Solid Waste Resource Committee (NRWRC) effective January 1, 1999, to which each party belongs.

2. Representation

- 2.1 The Council for each Municipal Unit shall appoint one elected representative and one alternate to attend meetings of the Northern Region Solid Waste Resource Committee to address solid waste resource issues. The Council representatives shall be the voting members.
- 2.2 In addition to elected representation Staff may attend meetings in an ex officio capacity without voting privileges.

3. Meetings

- 3.1 The Committee shall select from the elected members a Chairperson and a Vice-Chairperson to preside as Chairperson.
- 3.2 The Chairperson shall preside for a two (2) year term. Thereafter, and before the expiry of each Chairperson's term, the Committee shall elect a replacement Chairperson.
- 3.3 No Chairperson shall serve more than two (2) consecutive terms without interruption, unless agreed upon by the committee.
- 3.4 The Committee shall meet at least on a quarterly basis or as deemed necessary by the Chairperson or Vice-Chairperson or at the request of three (3) participating members.
- 3.5 Each meeting of the Committee shall be chaired by the Chairperson or Vice-Chairperson, or in their absence, a member selected at the meeting.
- 3.6 Meeting locations shall be on a rotating basis, and/or hosted virtually as decided by the Committee.
- 3.7 Scheduled meetings of the Committee require a quorum of four (4) Municipal Units being present, who represent more than 50% of the population (as per the latest census figures) of Northern Region. Decisions shall be by majority vote of elected officials representing the Region and who are present and voting at the time decisions are made.
- 3.8 Each Municipal Unit is allowed one vote.

3.9 Elected representatives must attend Northern Region Meetings. If the elected representative does not attend three consecutive meetings without leave of the Committee the Municipality will be asked to appoint a new representative.

4. Administrative Representatives

4.1 A group of administrative representatives as directed by the Committee may meet separately and apart or together with the elected representatives to consider the issues before the Committee and present the entire Committee of elected and appointed representatives with a prepared agenda for meetings and specific recommendations in relation to same.

4.2 Meetings of the administrative representatives, if held, may be held on a rotating basis, as decided by the Committee.

4.3 Each meeting of the administrative representatives shall be chaired by an administrator in the area where the meeting is being held or by any other method determined by the administrative representatives.

5. Funding

5.1 Funding currently available from the Province for Regional Coordinators shall be directed to the Regional Coordinator positions, during the period of the Committees existence. The funding will be shared between Cumberland Joint Services Management Authority, Municipality of Colchester, and the Municipality of East Hants. The Regional Coordinator position rotates every two years. The committee will describe the role of the Regional Coordinator by resolution passed from time to time.

5.2 The participating Authorities/Municipalities will each assign an employee as the Regional Coordinator for the purposes of liaising with the Resource Recovery Fund Board Nova Scotia (RRFB) now known as DivertNS and other stake holders on behalf of their participating units.

5.3 Funding made available from the Province or other stakeholders shall be disbursed to partners as the funding is designed. ie Diversion credit funding distributed by actual diversion rates, funding by contract (Education & Enforcement), funding by population will be divided through the Region etc.

6. Independent Discussions

6.1 Each party shall have the right to enter into independent discussions and agreements without being restricted as a result of participating formally in the Northern Region Solid Waste Resource Committee.

SIGNED, SEALED AND DELIVERED
in the presence of

) THE MUNICIPALITY OF THE
) COUNTY OF CUMBERLAND
)
) Per:.....
) Rennie J. Bugley, CAO
)
) Per:.....
) Murray Scott, Warden

) THE MUNICIPALITY OF THE
) COUNTY OF COLCHESTER
)
) Per:.....
) Rob Simonds, CAO
)
) Per:.....
) Christine Blair, Mayor

) THE MUNICIPALITY OF EAST
) HANTS
)
) Per:.....
) Kim Ramsay, CAO
)
) Per:.....
) Eleanor Roulston, Warden

) THE TOWN OF AMHERST
)
) Per:.....
) Greg Herrett, CAO

)
)
) Per:.....
) David Kogon, Mayor

)
) THE TOWN OF OXFORD
)
) Per:.....
) Rachel Jones, CAO

)
) Per:.....
) Gregory Henley, Mayor

)
) THE TOWN OF TRURO
)
) Per:.....
) Mike Dolter, CAO

)
) Per:.....
) Bill Mills, Mayor

)
) THE TOWN OF STEWACKE
)
) Per:.....
) Dale Bogle, CAO

)
) Per:.....
) George Lloy, Mayor

5.3 Purchase and Sale Agreement Havelock and Victoria Street

**Moved By Councillor Christie
Seconded By Councillor Baker**

That Council approve the attached purchase and sale agreements for the two properties located at the corner of Havelock and Victoria Streets, identified as PID's 25005208 and 25033861, and authorize the Mayor and CAO to sign on their behalf. And further, that the 2020/21 Capital Budget be amended to include the Land Purchase at Victoria and Havelock Streets in the amount of \$65,000 and remove the Purchase Outdoor Skating Rink (Victoria Street) project in the amount of \$65,000.

Motion Carried

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

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

-and-

JOAN E. CAMERON, of Amherst, in the County of Cumberland and Province of Nova Scotia (the "Vendor")

OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at 95 East Victoria Street, Amherst, Nova Scotia (the "Property") being PID 25005208 for a sum of Thirty Thousand Eight Hundred Dollars (\$30,800.00) of lawful money of Canada together with all adjustments pursuant to this agreement.

CONDITIONS

2. The Purchaser shall pay all costs associated with the migration and purchase of the Property as well as the sale of the Property on behalf of the Vendor.

DEPOSIT

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

CLOSING DATE

4. This agreement shall be completed on or before the ___ day of March, 2021 (the "Closing Date"). Upon completion, possession of the property shall be given to the Purchaser.

TITLE

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

CONVEYANCE

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

ADJUSTMENTS

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

SOLICITOR OF TRANSACTION

8. Creighton Shatford will be the solicitor for the transaction. No information received in connection with the transaction from one client can be treated as confidential so far as any of the others are concerned; and if a conflict develops that cannot be resolved, the lawyer cannot continue to act for both and may have to withdraw completely.

HST CERTIFICATE

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

TENDER OF DOCUMENTS AND CHEQUE

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

TIME OF ESSENCE

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

BINDING

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

CHANGES OF NUMBER AND GENDER

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

ACCEPTANCE DATE

14. This offer shall be open for acceptance until 1:00pm on the ____ day of February, 2021.

Dated at Amherst, in the Province of Nova Scotia this _____ day of February, 2021

TOWN OF AMHERST (Purchaser)

Witness PER: DAVID KOGON, Mayor

VENDOR'S ACCEPTANCE OF OFFER

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

Dated at Amherst, in the Province of Nova Scotia this ____ day of February, 2021

Witness JOAN E. CAMERON (Vendor)

AGREEMENT OF PURCHASE AND SALE**BETWEEN:**

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

-and-

MARGARET ELIZABETH MONROE, of Amherst, in the County of Cumberland and Province of Nova Scotia (the "Vendor")

OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at 97 East Victoria Street, Amherst, Nova Scotia (the "Property") being PID 25033861 for a sum of Twenty-Five Thousand Dollars (\$25,000.00) of lawful money of Canada together with all adjustments pursuant to this agreement.

CONDITIONS

2. The Purchaser shall pay all costs associated with the migration and purchase of the Property as well as the sale of the Property on behalf of the Vendor.

DEPOSIT

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

CLOSING DATE

4. This agreement shall be completed on or before the ____ day of March, 2021 (the "Closing Date"). Upon completion, possession of the property shall be given to the Purchaser.

TITLE

5. The Vendor is to furnish the Purchaser with a metes and bounds description of the property which is the subject of this Agreement, after receipt whereof the Purchaser is allowed 10 days to investigate the title to the Property, which he shall do at his own expense. If within that time any valid objection to title is made in writing, to the Vendor, which

the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void.

CONVEYANCE

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

ADJUSTMENTS

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

SOLICITOR OF TRANSACTION

8. Creighton Shatford will be the solicitor for the transaction. No information received in connection with the transaction from one client can be treated as confidential so far as any of the others are concerned; and if a conflict develops that cannot be resolved, the lawyer cannot continue to act for both and may have to withdraw completely.

HST CERTIFICATE

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

TENDER OF DOCUMENTS AND CHEQUE

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TIME OF ESSENCE

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

BINDING

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

CHANGES OF NUMBER AND GENDER

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

ACCEPTANCE DATE

14. This offer shall be open for acceptance until 1:00pm on the ____ day of February, 2021.

Dated at Amherst, in the Province of Nova Scotia this _____ day of February, 2021

TOWN OF AMHERST (Purchaser)

Witness PER: DAVID KOGON, Mayor

VENDOR'S ACCEPTANCE OF OFFER

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

Dated at Amherst, in the Province of Nova Scotia this ____ day of February, 2021

Witness MARGARET ELIZABETH MONROE (Vendor)

5.4 Appointments to Members of Council to External Boards Committees and Commissions

Moved By Deputy Mayor Davidson

Seconded By Councillor Landry

That Council approve the amendments to the Policy #10350-28

Appointments of Members of Council to External Boards, Committees and Commissions.

Motion Carried

TOWN OF AMHERST POLICY

NUMBER 10350-28

PAGE 1 of 2

DEPARTMENT: COUNCIL

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

Minutes reference date: February 26, 2018

Short Title

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

Purposes

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

Interpretation

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

Roles and Responsibilities

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

External Bodies

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

Council Appointments Required by Enactment, By-law or Agreement

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

External Bodies by Council Appointment

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

External Bodies Without Council Appointment

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

Appendices

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

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

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

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

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

6. INTERNAL COMMITTEE REPORTS

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

6.4 Amherst Youth Town Council

Included as part of the agenda package. Information item; no direction given or action required.

7. EXTERNAL COMMITTEE REPORTS

7.1 Cumberland Public Libraries

Councillor Fawthrop gave a verbal report. Information item; no direction given or action required.

7.2 Cumberland YMCA - Fawthrop

Information item; no direction given or action required.

7.3 Cumberland Joint Services Management Authority - No Report

7.4 Northern Region Solid Waste Committee - No Report

7.5 L. A. Animal Shelter - Fawthrop

Information item; no direction given or action required.

7.6 Senior Safety - Emery

Information item; no direction given or action required.

7.7 Inter Municipal Tourism - No Report

7.8 Poverty Reduction - No Report

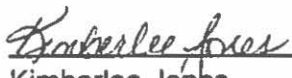
7.9 Municipal Alcohol Project - Emery

Information item; no direction given or action required.

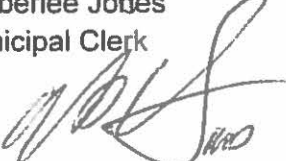
8. ADJOURNMENT

**Moved By Deputy Mayor Davidson
Seconded By Councillor Landry
To adjourn the meeting at 6:40 p.m.**

Motion Carried



Kimberlee Jones
Municipal Clerk



David Kogon, MD
Mayor

