

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: April 26, 2021
Time: 6:00 pm

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
Jason MacDonald, Interim CAO
Michael Hunter, Chief Financial Officer
Dwayne Pike, Police Chief
Greg Jones, Fire Chief
Andrew Fisher, Manager of Planning & Strategic Initiatives
Tamara Porter, Business Development Officer
Cheryl Laliberte, Community Well-Being Manager
Tom McCoag, Corporate Communications Officer
Kim Jones, Municipal Clerk
Natalie LeBlanc, Deputy Clerk

Due to the COVID-19 pandemic, this was 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. APPROVAL OF AGENDA/MINUTES

3.1 Approval of the Agenda

Moved By Councillor Christie

Seconded By Councillor Baker

To approve the agenda as circulated.

Motion Carried

3.2 Approval of Minutes

3.2.1 March 22, 2021 Regular Council

Moved By Councillor Baker

Seconded By Councillor Fawthrop

To approve the minutes of the March 22, 2021 regular meeting of Council.

Motion Carried

3.2.2 April 7, 2021 Special Council

Moved By Deputy Mayor Davidson

Seconded By Councillor Emery

To approve the minutes of the April 7, 2021 special meeting of Council.

Motion Carried

- 3.2.3 **April 9, 2021 Special Council**
Moved By Councillor Landry
Seconded By Councillor Baker
To approve the minutes of the April 9, 2021 special meeting of Council.

Motion Carried

- 3.2.4 **April 14, 2021 Public Hearing**
Moved By Councillor Fawthrop
Seconded By Councillor Emery
To approve the minutes of the April 14, 2021 Public Hearing.

Motion Carried

4. REQUESTS FOR DECISION

- 4.1 **11 Victor Avenue Development Agreement Second Reading**
Moved By Councillor Christie
Seconded By Councillor Fawthrop
That Council give second and final reading of the proposed Development Agreement for 11 Victor Avenue.

Motion Carried

Case No: DA-2021-X

This Agreement made this _____ Day of _____ 2021.

Between:

Joseph Cormier, Bertha Cormier, Jolene Cormier, and Michael Brazelton (owner of property located at 11 Victor Avenue [PID 25033598], 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- 14 of the Municipal Planning Strategy of the Town of Amherst, to locate a Garden Suite Dwelling on the property located at 11 Victor Avenue (PID 25033598).

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 _____ 2018, 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' - Site Plan
- (c) Schedule 'C' - Building Elevation

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 locate a Garden Suite Dwelling on said lands.
- 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) This Agreement shall be discharged upon the Garden Suite being removed from the Lands.
- 7) 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.
- 8) This 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, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD, Mayor

, CAO

FOR THE OWNER

Joseph (Barry) Cormier

Bertha Cormier

Jolene Cormier

Michael Brazelton

Schedule A 11 Victor Avenue - Development Agreement

Terms and Conditions:

1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the property shall be limited to a single-detached main dwelling and one (1) Garden Suite dwelling in the approximate location as shown on Schedule 'B'.
- 1.2 A minimum of one (1) parking space shall be provided for each dwelling unit on the Lands.
- 1.3 Accessory buildings and uses may be permitted on the Lands in accordance with the *Town of Amherst Land Use Bylaw*.
- 1.4 The Garden Suite dwelling shall have horizontal dimensions of approximately 8.5 metres by 8.5 metres, excluding decks and patios.
- 1.5 The Garden Suite dwelling shall generally conform to the designs shown on Schedule 'C'. Variations to the architectural details shall not be considered a substantial change to this agreement.
- 1.6 The Garden Suite shall not become the main dwelling on the lot.
- 1.7 Notwithstanding an order by a recognized authority, if the main dwelling on the lot is removed, construction of a replacement main dwelling of equal or greater size to the Garden Suite shall commence within six (6) months.
- 1.8 The Garden Suite shall be serviced with water and sanitary sewer independent from the main dwelling.

4.2 15 Clinton Street Development Agreement Second Reading

Moved By Councillor Baker

Seconded By Councillor Landry

That Council give second and final reading of the proposed Development Agreement amendment for 15 Clinton Street to allow for the conversion of an existing 3-unit dwelling into 4-dwelling units.

Motion Carried

Case No: DA-2021-X

This Agreement made this _____ Day of _____ 2021.

Between:

Larry Burke (owner of property located at 15 Clinton Street [PID 25040395], 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 CP- 15 of the Municipal Planning Strategy of the Town of Amherst, to convert an existing three (3) unit dwelling located at 15 Clinton Street (PID 25040395) to a four (4) unit dwelling.

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 _____ 2021, 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:

- (d) Schedule 'A' - Terms and Conditions
- (e) Schedule 'B' - Property Identification Map
- (f) Schedule 'C' - Building Elevations

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 convert an existing three (3) unit dwelling to a four (4) unit dwelling, subject to Schedules A, B, and C 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) This Agreement shall be discharged upon the Garden Suite being removed from the Lands.
- 7) 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.
- 8) This 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, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD, Mayor

_____, CAO

FOR THE OWNER

Larry Burke

Schedule A 15 Clinton Street - Development Agreement

Terms and Conditions:

- 1. The use of the property shall be limited to a residential use with a maximum of four (4) dwelling units.
- 2. The exterior design of the building shall be in accordance with the following:
 - 2.0 the bulk and height of the building shall not be enlarged, except where required to conform with the National Building Code;
 - 2.1 the exterior shall be finished in a uniform material and colour, to the satisfaction of the Development Officer; and,
 - 2.2 only new building material shall be used.
- 3. Signage shall not exceed that which is permitted by the Land Use Bylaw for a residential use.
- 4. Solid waste management shall be in conformance with the Town of Amherst Solid Waste Bylaw.
- 5. No outdoor storage shall be permitted on the property, other that required to conform with the Town of Amherst Solid Waste Bylaw.
- 6. Exterior lighting shall be carefully designed to no shine directly onto adjacent properties.

SCHEDULE 'B'



SCHEDULE 'C'



- 4.3 Lot 19-3B Development Agreement First Reading
Moved By Councillor Emery
Seconded By Councillor Baker
That Council give first reading of the proposed Development Agreement for
Lot 19-3B, and schedule a public hearing in May, 2021.**

Motion Carried

4.4 Sale of Property - 31 West Pleasant Street**Moved By Councillor Fawthrop****Seconded By Deputy Mayor Davidson****That Council accept the offer by the operator of Mullins House, the purchaser of 27 West Pleasant Street, to purchase the remaining portion of town-owned property at 31 West Pleasant for the amount of \$6,000, subject to the execution of the sale of 27 West Pleasant Street.****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 "Vendor")

-and-

MACDONALD PEOPLE RESOURCES, of Amherst, in the County of Cumberland and Province of Nova Scotia (the "Purchaser")

OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at 31 West Pleasant Street, Amherst, Nova Scotia (the "Property") being PID 25027152 for a sum of Six Thousand Dollars (\$6,000.00) of lawful money of Canada together with all adjustments pursuant to this agreement.

CONDITIONS

2. The Purchaser shall complete the purchase of the parcel of land located at 27 West Pleasant Street, Amherst, Nova Scotia being PID 25027129.

DEPOSIT

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

CLOSING DATE

4. This agreement shall be completed on the ___ day of _____, 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.

HST CERTIFICATE

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

TENDER OF DOCUMENTS AND CHEQUE

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

TIME OF ESSENCE

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

BINDING

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

CHANGES OF NUMBER AND GENDER

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

ACCEPTANCE DATE

13. This offer shall be open for acceptance until 1:00pm on the ___ day of _____, 2021.
Dated at Amherst, in the Province of Nova Scotia this ___ day of April, 2021

MacDONALD PEOPLE RESOURCES (Purchaser)

Per:

Witness

VENDOR'S ACCEPTANCE OF OFFER

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

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

TOWN OF AMHERST (Vendor)

Per:

Witness

- 4.5 Amherst Youth Town Council Policy Amendments**
Moved By Deputy Mayor Davidson
Seconded By Councillor Landry
That Council approve the amendments to the Amherst Youth Town Council Policy as attached.

Motion Carried

TOWN OF AMHERST POLICY

NUMBER 10350-21
Page 1 of 2

DEPARTMENT: ALL TOWN DEPARTMENTS

TITLE: Amherst Youth Town Council Policy

Minutes reference date: 25 May, 2010 24 October, 2011 25 November, 2013 October 23, 2017
25 June, 2018

PURPOSE:

To establish a policy for the governance of the Amherst Youth Town Council.

BASIS:

The Amherst Youth Town Council will act as an advisory body to Town Council on those matters within the influence of the Town of Amherst which have an impact on the youth of the Town, regardless of their cultural and religious identity, socio-economic background, intellectual and physical abilities, sexuality or gender. The Amherst Youth Town Council will improve the image of the Town of Amherst by raising the profile of the Town's youth. The Council will create community awareness of youth facilities, youth services, youth organizations and the opportunities and programs they provide.

ROLE OF COMMITTEE:

1. The Amherst Youth Town Council will identify and bring forward issues which have an impact on the youth of Amherst and, while *indirectly* under the control of the Town of Amherst, may be of sufficient significance to warrant the Town's consideration or support.
2. The Amherst Youth Town Council shall encourage its members to become more familiar with the workings of local government through education, involvement and participation *in council meetings*.
3. The Amherst Youth Town Council will, through researching issues and presenting constructive solutions, act as a realistic advocate for the youth of our community.
4. The Amherst Youth Town Council will endeavor to participate actively in community events and activities, as well as host events they deem fit, in Amherst, and through this involvement, foster a positive image for all young people.
5. The Amherst Youth Town Council may address, foster discussion, or make recommendations to Town Council on issues that they believe need to be addressed for the benefit of the youth.

MEMBERSHIP:

1. The Council shall appoint members of the Amherst Youth Town Council by resolution.

2. The maximum number of appointees on the Amherst Youth Town Council is 12.
3. Members shall be students attending Amherst schools from grade 7 to 12 with a maximum of three members being county residents.
4. The term for citizen youth appointees shall be two years and members may be reappointed to the committee without limitations. Members who do not complete their two year term may be replaced, with their replacement finishing their term and eligible for reappointment without limitations. Citizen appointee terms shall commence ~~in September of each year. November 1st annually.~~ **in September of each year.**
5. In ~~June~~ **April** of each year, advertisement for expression of interest will be posted using appropriate media to reach youth. Council will appoint members for the new term ~~prior to the end of October each year.~~ **in June of each year.** **Members will convene in September of each year.**
6. **The Town of Amherst is an inclusive and equitable organization. We value inclusivity & diversity in all areas of the workplace, including the Amherst Youth Town Council. We encourage membership from members of groups who are typically underrepresented and with historical and/or current barriers to equity.**

MEETINGS:

1. Meetings will be scheduled by the *Junior Mayor*, in consultation with staff and fellow members. Generally, meetings will commence at 3:05pm at an accessible location.
2. The committee will meet bi-monthly or as required. Each month a member of the Amherst Youth Town Council will attend an Amherst Town Council regular meeting.
3. *All meetings are open to the public. If local organizations wish to present to the Amherst Youth Town Council they must previously inform the elected Junior Mayor of their presentation plans.
4. *All members of the Amherst Youth Town Council are required to notify a member of the executive committee if they are to miss a meeting. If two meetings are missed without regrets sent, the committee will discuss attendance improvement for that individual.

4.6 Joint CED Strategy

Moved By Councillor Christie

Seconded By Councillor Emery

That Council accept the Community Economic Development Strategy as presented.

Motion Carried

4.7 Town of Amherst and Amherst Water Utility Capital Budget Approval

Moved By Deputy Mayor Davidson

Seconded By Councillor Baker

That Council approves the Town of Amherst General Capital Budget for the fiscal year ended March 31, 2022, as presented, in the amount of \$2,563,651 and the Amherst Water Utility Capital Budget for the March 31, 2022 fiscal year in the amount of \$770,360 to be funded as follows:

| <u>Town of Amherst - General Capital</u> | | <u>Amherst Water Utility</u> | |
|------------------------------------------|---------------------|------------------------------|-------------------|
| Capital from Revenue | \$ 389,000 | Capital from Revenue | \$ 40,000 |
| Reserves | 894,651 | Water Depreciation | 30,000 |
| Gas Tax Funding | 930,000 | Grant | 38,360 |
| Grants - Federal/Provincial | 120,000 | Temporary Borrowing | 30,000 |
| Temporary Borrowing | 30,000 | Long Term Debt | 632,000 |
| Long Term Debt | 200,000 | | <u>\$ 770,360</u> |
| | <u>\$ 2,563,651</u> | | |

And further, that Council commits to the purchase of the following capital projects in the March 31, 2023 fiscal year so that procurement of these projects may begin immediately:

| | |
|-----------------------------------|---------------------|
| Fire Truck – Aerial device | \$ 1,600,000 |
| Police Patrol Vehicle | \$ 65,000 |
| Backhoe – sewer department | \$ 165,000 |

And further, that Council approve in principle the subsequent nine years' Capital Budget Plan as presented:

| <u>Year ended</u> | <u>General Capital Total Amount</u> | <u>Water Capital Total Amount</u> |
|-------------------|-----------------------------------------|---------------------------------------|
| 31-Mar-23 | \$ 5,353,000 | \$ 295,000 |
| 31-Mar-24 | \$ 3,192,000 | \$ 557,000 |
| 31-Mar-25 | \$ 1,734,750 | \$ 205,000 |
| 31-Mar-26 | \$ 1,052,000 | \$ 335,000 |
| 31-Mar-27 | \$ 1,794,500 | \$ 741,000 |
| 31-Mar-28 | \$ 1,342,000 | \$ 425,000 |
| 31-Mar-29 | \$ 1,827,000 | \$ 580,000 |
| 31-Mar-30 | \$ 2,282,000 | \$ 1,175,000 |
| 31-Mar-31 | \$ 1,752,000 | \$ 785,000 |

The Capital Budget Plan for the years ended March 31, 2023 to March 31, 2031 is for planning purposes only; this is not the authority to spend, nor is it necessarily the final and complete listing.

Motion Carried

5. INFORMATION ITEMS

5.1 Ice Rentals

Mr. MacDonald reviewed his memo included as part of the agenda package. However, due to the new restrictions announced today with the third wave of the COVID-19 pandemic, it was an information item only at this time.

5.2 NS Power Grid Memo

Moved By Deputy Mayor Davidson

Seconded By Councillor Christie

That staff be directed to send a letter to Nova Scotia Power expressing our concerns and request information on their plans to improve service delivery and reliability in this area.

Motion Carried

6. INTERNAL COMMITTEE REPORTS

6.1 Planning Advisory Committee

Information item; no direction given or action required.

6.2 Amherst Board of Police Commissioners

Information item; no direction given or action required.

6.3 Audit Committee

Information item; no direction given or action required.

6.4 Amherst Youth Town Council

As the AYTC representative could not attend, Mayor Kogon presented the report on their behalf. Information item only; no direction given or action required.

7. EXTERNAL COMMITTEE REPORTS

7.1 Cumberland Public Libraries

Information item; no direction given or action required.

7.2 Cumberland YMCA

Information item; no direction given or action required.

7.3 Cumberland Joint Services Management Authority

Councillor Baker gave a verbal update on the costs associated with the sale of the landfill. Information item only; no direction given or action required.

7.4 **Northern Region Solid Waste Committee - No Report**

7.5 **L. A. Animal Shelter**

Information item; no direction given or action required.

7.6 **Senior Safety**

Information item; Councillor Baker asked to be provided with the stats of the Plow it Forward program.

7.7 **Inter Municipal Tourism - No Report**

7.8 **Poverty Reduction - No Report**

7.9 **Municipal Alcohol Project**

Information item; no direction given or action required.

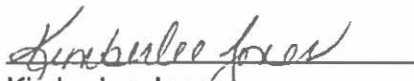
8. **ADJOURNMENT**

Moved By Councillor Landry

Seconded By Deputy Mayor Davidson

To adjourn the meeting at 6:50 p.m.

Motion Carried



Kimberlee Jones
Municipal Clerk



David Kogon, MD
Mayor

