

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: September 27, 2021
Time: 6:00 pm
Location: Zoom Virtual Meeting

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, Chief Administrative Officer
 Michael Hunter, Chief Financial Officer
 Dwayne Pike, Police Chief
 Greg Jones, Fire Chief
 Andrew Fisher, Manager of Planning & Strategic Initiatives
 Aaron Bourgeois, Operations Manager
 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 Baker

Seconded By Councillor Fawthrop

To approve the agenda as circulated.

Motion Carried

3.2 Approval of Minutes

3.2.1 June 28, 2021 Regular Council

Moved By Councillor Emery

Seconded By Deputy Mayor Davidson

To approve the minutes of the June 28, 2021 regular meeting of Council as circulated.

Motion Carried

3.2.2 August 4, 2021 Special Council

Moved By Councillor Christie

Seconded By Councillor Landry

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

Motion Carried

3.2.3 August 24, 2021 Special Council

Moved By Councillor Fawthrop

Seconded By Deputy Mayor Davidson

To approve the minutes of the August 24, 2021 special meeting of Council as circulated.

Motion Carried

4. REQUESTS FOR DECISION

4.1 Amherst Youth Town Council Appointment

Moved By Councillor Fawthrop

Seconded By Councillor Landry

That Council appoint Kiahna Brennan to the Amherst Youth Town Council for a two-year term.

Motion Carried

4.2 Accessibility Advisory Committee Appointments

Moved By Deputy Mayor Davidson

Seconded By Councillor Emery

That Council appoint George Godfrey, Joanne Hopper and Tammy Allen as citizen appointees to the Town of Amherst Accessibility Advisory Committee for a one-year term, and further that Council appoint Councillor Fawthrop and Councillor Landry as the two Council appointments to this Committee.

Motion Carried

4.3 Inclusion, Diversity and Equity Committee Appointments

Moved By Councillor Landry

Seconded By Councillor Christie

That Council appoint Tammy Drew, Holly Martin, Tammy Gero and Jolene Gouchie as citizen appointees to the Town of Amherst Inclusion, Diversity and Equity Committee, and further that Deputy Mayor Davidson and Councillor Emery be appointed as Council representatives.

Motion Carried

4.4 Community Support Grants

Councillor Emery and Councillor Fawthrop both declared conflicts of interest due to their involvement with organizations applying for grants.

Moved By Councillor Christie

Seconded By Deputy Mayor Davidson

That Council award the following Community Support Grant requests to:

West Highlands Home and School: \$4000.00

Amherst Artisan Gallery: \$3000.00

Trail of Treats: \$ 750.00

Motion Carried

4.5 Scholarship and Bursary Policy Amendment

Moved By Councillor Baker

Seconded By Councillor Landry

That Council approve the Scholarship and Bursary Policy as amended.

Motion Carried

DEPARTMENT: ALL TOWN DEPARTMENTSTITLE: **Scholarship and Bursary Policy**

Minutes reference date: 28 April 2014 25 April 2016

PURPOSE:

To establish a policy to support funding towards the post secondary educational objectives of qualified Amherst students through the award of a scholarships or bursaries.

POLICY STATEMENT:

The Town of Amherst will fund the following annual scholarships and bursaries to Amherst Regional High School with a good academic standing. The students must be Amherst residents and be involved in extra-curricular activities. The Mayor or designate will participate in the selection committee at Amherst Regional High School:

1. Robert Angus Memorial Scholarship
An annual scholarship in the amount of \$1,500 will be awarded to an Amherst student graduating from Amherst Regional High School attending a recognized post-secondary degree granting institution to be paid directly to the institution in two equal instalments for the fall and spring semesters.
2. Norman Mansour Memorial Bursary
An annual bursary in the amount of \$1,000 will be awarded to an Amherst student graduating from Amherst Regional High School attending the Nova Scotia Community College, Cumberland Campus, to be paid directly to the institution.
3. Nova Scotia Community College Bursary
An annual bursary in the amount of \$500 to be awarded to an Amherst student graduating from the Nova Scotia Community College – Cumberland Campus to be paid directly to the student.
4. Francis Smith Memorial Bursary
An annual bursary in the amount of \$500 will be awarded to an Amherst student graduating from Amherst Regional High School who was either members of the SADD program or another drug awareness or prevention program within the community. The amounts will be paid directly to the institution. It is understood that the Amherst Police Association may, on an annual basis, provide an additional bursary with the same conditions.
5. Amherst Youth Town Council Bursary
An annual bursary in the amount of \$250 will be awarded to an Amherst student graduating from Amherst Regional High School who is a member of the Amherst Youth Town Council to be paid directly to the student.
6. ~~W. A. Reid Memorial School Trust Fund~~
~~An annual amount of \$250 will be provided to Amherst Regional High School for the purchase of teaching aids and/or prizes for creative writing to grade 11 and 12 students, in accordance with the conditions of the will of W. Allister Reid, funded partially from the W. A. Reid Trust Fund.~~

4.6 User Fee Policy Amendment**Moved By Councillor Emery****Seconded By Councillor Christie**

That Council approve the correction to the User Fee Policy for fiscal 2021-22 in regard to the HST application for sewer and storm sewer connections to be HST Exempt.

Motion CarriedDEPARTMENT: ALL TOWN DEPARTMENTSTITLE: **Annual Review of User Fees**

Minutes reference date:	30 April 2007	29 October 2007	18 April 2008
	28 May 2009	26 April 2010	24 May 2011
	23 May 2012	01 May 2013	30 April 2014
	12 June 2015	25 May 2016	03 October 2016
	23 January 2017	23 May 2018	15 May 2019
	25 May 2020	22 June 2020	

PURPOSE:

To establish a schedule of user fees for Council to review for appropriateness and to revise if necessary during the annual budgeting process.

POLICY STATEMENT:

It is appropriate for Council to charge fees, as authorized under the *Municipal Government Act*, in the Town's Bylaws, Policies and Procedures in order to defray its administrative costs. In order to allow for a systematic and thorough evaluation of those fees, a comprehensive schedule of User Fees with applicable tax status has been established. The responsibility for the accuracy of the Schedule shall rest with the department to which a fee applies. Any additions/deletions to the Schedule will be updated by the Executive Office. Those fees legislated under Provincial and/or Federal Acts and Authorities will also be shown on the schedules for completeness, but will not be subject to change by Council.

OBJECTIVES:

To make the administration of the cost recovery portion of the Town's Bylaws, Policies and Procedures more efficient and to determine the impact on each year's projected revenues during the budget process. By combining all of the fees in one document, the review will be more visible and complete.

Corporate Services		
SERVICE/PRODUCT/ADMINISTRATIVE	FEE	HST STATUS
Photocopies	.25/copy	Plus HST
Tax Certificates	\$50.00	HST Exempt
NSF Cheques	\$20.00	HST Exempt

By-Law Fees Collected by Corporate Services		
C-4 Dog-By-Law, Schedule A		
Dog License spayed/neutered	\$15/yr	HST Exempt
Dog License un-spayed/un-neutered	\$30/yr	HST Exempt
Lost Tag Replacement	\$15	HST Exempt
Dog-1 st Impoundment	\$30	Plus HST
Licensed Dog-2 nd Impoundment	\$70	Plus HST
Licensed Dog-3 rd & Subsequent Impoundments	\$100	Plus HST
Unlicensed Dog-Impoundments	\$100	Plus HST
Maintenance fee – Impoundment period	\$15/per day	Plus HST
C-11 False Alarms - After 2 nd Notice	\$50/alarm	HST Exempt

Operational Services		
It is not the intention of the policy to rent Town of Amherst equipment to the general public; these rates and the availability of this equipment are contemplated for use by commercial concerns only.		
Equipment Charge out Rates	Rate per Hour	HST Status
Backhoe	\$93.00*	Plus HST
Loader	\$97.25	Plus HST
1-ton trucks/Service trucks	\$44.23*	Plus HST
3-5 ton trucks	\$66.00*	Plus HST
Street Sweeper	\$115.00*	Plus HST
Trackless	\$70.00*	Plus HST
Sewer Camera	\$100.00*	Plus HST
Line Locator	\$50.00*	Plus HST
Hole Hog	\$45.00*	Plus HST
Vermeer Brush Chipper	\$60.00*	Plus HST
Steamer	\$30.00*	Plus HST
Trash Pump	\$15.00	Plus HST
Diaphragm Pump	\$15.00	Plus HST
Line Painter	\$115.00/hour	Plus HST
Overhead charges extra – see procedure		
* Price includes one operator and fuel during normal working hours; overtime labour rates are extra.		

Operational Services By-Laws		
D-3 Wastewater Discharge By-Law		
One Connection	\$750.00	HST Exempt
Storm Sewer Connection (if done at the same time as sewer connection)	\$250.00	HST Exempt
D-19 Sanitary Sewer Rates By-Law		
Residential Metered Customers	\$.99 m ³	HST Exempt
Commercial/Industrial/Institutional metered customers	\$.49 m ³	HST Exempt
Annual Base Charges – Meter Size		
5/8"	\$72.00	HST Exempt
3/4"	\$108.00	HST Exempt
1"	\$175.00	HST Exempt
1.5"	\$344.00	HST Exempt
2"	\$545.00	HST Exempt
3"	\$1,085.00	HST Exempt
4"	\$2,000.00	HST Exempt
Annual Non-metered Mobile Home Park Owner	\$178.53 /dwelling unit/year	HST Exempt
Uniform Charge for Wastewater Treatment Facility for unmetered mobile homes billed on the property Tax Bill	\$72.00/yr	HST Exempt
Solid Waste Rates		
Solid Waste Collection billed on Tax Bill	\$185.00/yr	HST Exempt
Replacement Green Bin (Composter)	\$95.00	Plus HST
Replacement White Kitchen Compost (Bucket)	\$5.00	Plus HST
Services/Products – Operational Services		
Street Breaking Permit (Policy 31600-08)	\$500.00	Plus HST
Commercial Sewer Service (Policy 31600-14) Estimated by Engineer and final adjustment when work is done	Cost of Service	Plus HST
Planning and Development Department		
Zoning Confirmation Letter	\$50.00	HST Exempt
Copy of Land Use Bylaw or Municipal Planning Strategy	\$20.00	HST Exempt
Copy of Zoning Map (11 x 17)	\$5.00	HST Exempt
Copy of Zoning Map (50 cm x 60 cm)	\$10.00	HST Exempt
Application to Amend the Land Use Bylaw	\$200.00	HST Exempt
Application for a Development Agreement	\$200.00	HST Exempt
Application to Amend the Municipal Planning Strategy	\$300.00	HST Exempt
Application for a Variance or Site Plan	\$75.00	HST Exempt
Creation of Mapping Document	\$60.00/hr(including 10 lineal metres of maps)	Plus HST
Print Existing Map – less than 50 cm x 50 cm	\$25.00	Plus HST
Print Existing Map – more than 50 cm x 50 cm	\$50.00	Plus HST
Building Permits		
New residential buildings, community centres, churches	\$50.00 + \$0.12 per square foot	HST Exempt
New Commercial, Industrial or other building not listed	\$50.00 + \$0.17 per square foot	HST Exempt
All alterations or repairs	\$50.00 + 0.25% of value	HST Exempt
Decks, accessory buildings and farm buildings	\$50.00 + \$0.04 per square foot	HST Exempt
Demolition	\$20.00	HST Exempt
Permit Renewals	\$50.00	HST Exempt
Development Permit	\$50.00	HST Exempt
Police Department		
Commissioner of Oaths Signing	\$15.98	HST Exempt
Commissioner of Oaths Signing – Child Abuse Register for Amherst citizens to participate as volunteers for community organizations	Waived	N/A
Criminal Record Check	\$25.00	Plus HST
Criminal Record Check for Amherst citizens to participate as volunteers for community organizations	Waived	N/A
Serial # Verification (homemade trailers)	\$25.00	Plus HST
Fingerprints (for non-criminal reasons)	\$50.00	Plus HST
Accident Reports	\$25.00	Plus HST
Community Room Rental	\$125.00/day \$75.00/half day	Plus HST

0301		
C-9 Taxi By-Law, Schedule E		
Taxi Cab License	\$25/yr	HST Exempt
Taxi License Transfer	\$10	HST Exempt
Taxi Driver License	\$20/yr	HST Exempt
Taxi Driver License Replacement	\$10	HST Exempt
Taxi License Photo	\$10.00	Plus HST

Fire Department		
Firefighter	\$20.00/hour	HST Exempt
Apparatus	\$200.00/in use; \$100.00/standby	HST Exempt
Standby Jaws of Life Alarm	\$350.00	HST Exempt
Meters	\$50.00/hr	HST Exempt
Saws	\$50.00/hr	HST Exempt
Lighting System	\$25.00/hr	HST Exempt
Generator	\$25.00/hr	HST Exempt
Foam – All Types	\$185.00/jug	HST Exempt
Specialized Suits – Hazmat	Replacement cost	HST Exempt
PPE (bunker gear)	Replacement cost	HST Exempt
Fire Extinguisher Training	\$300.00 up to 15 people	Plus HST
Fire Inspections	\$75.00/hr	Plus HST
Inspection Confirmation Letter	\$50.00	HST Exempt

Recreation

Ice Time/Stadium								
The rates below are per hour plus HST.								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Holidays
Early Time 6:30-8:30am	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$128.00
Fair Time 8:30-5:00pm	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	-	-	\$128.00
Prime Time 5:00-12:00am	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00
Youth Time Monday-Sunday	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00

Youth Time Rates Include:

- Groups affiliated with Amherst Skating Club; or
- Groups affiliated with another skating club; or
- Groups affiliated with Skate Nova Scotia and/or Skate Canada who are **18 years old and younger.**
- Groups affiliated with Cumberland County Minor Hockey; or
- Groups affiliated with another minor hockey association; or
- Groups affiliated with Hockey Nova Scotia or Hockey Canada who are **18 years old and younger.**
- Groups affiliated with Ringette Nova Scotia; or
- Groups affiliated with Ringette Canada who are **18 years old and younger.**
- Community groups who don't reside in the Town of Amherst and are **18 years old and younger.**

Photocopies/Stadium (Policy 72000-06)		
8 ½ X 11 (Town Paper)	\$0.10/copy	Plus HST
8 ½ X 14 (Town Paper)	\$0.15/copy	Plus HST
11 X 17 (Town Paper)	\$0.25/copy	Plus HST
8 ½ X 11 (own paper)	\$0.05/copy	Plus HST
8 ½ X 14 (own paper)	\$0.05/copy	Plus HST
11 X 17 (own paper)	\$0.10/copy	Plus HST

Ballfield User Policy (Policy 72300-01)		
Lights	\$18/diamond/game	Plus HST
Tournament Fee	\$100/day	Plus HST
Tournament Lights	\$30/day	Plus HST

Stadium Advertising Rates plus artwork, design and production*		
Ice logos	\$400.00	Plus HST
Dasherboard	\$400.00	Plus HST
Wall Signage (4X6)	\$400.00	Plus HST
Ice Making Machine	\$2,500.00	Plus HST
Red and Blue Line – per line (not per side)	\$100.00	Plus HST
Stairs Kick Plates	3 for \$150.00	Plus HST
Score clock Small	\$600.00	Plus HST
Score clock Large	\$850.00	Plus HST

*In addition to the advertising rate, the customer will be responsible and invoiced for all cost(s) associated with the creation of artwork, design, production & installation if applicable. Actual quote will be provided at the time the service is requested.

Off Season Stadium Rentals		
Rink Floor Only	\$50.00 per hr or \$630.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Entire Facility including meeting rooms, team rooms	\$70.00per hr or \$790.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Extra Employees	\$25.00 per person per hour	Plus HST
2 nd Floor meeting room and lounge	\$50.00 per hour or \$150.00 per day	Plus HST

Beer/Liquor Concession Robb Centennial Park (Policy 72300-05)		
Concession only. NSAGA requirements responsibility of organizing committee	\$100.00/day	Plus HST

*Includes one employee during that time

Community Credit Union Business Innovation Centre			
Rental Fee	Daily	1/2 Day	Hourly
Conference Room	\$400.00	\$250.00	\$80.00
Conference Room – Community	\$240.00	\$150.00	\$48.00
Boardroom	\$125.00	\$80.00	\$25.00
Boardroom – Community	\$75.00	\$48.00	\$15.00
Hub	\$75	\$50	
Hub – Community	\$45	\$30	
Evening & Weekend Surcharge			\$20.00
Evening & Weekend Surcharge – Community			\$12.00
Sound & Lighting Technician			\$30.00
Sound & Lighting Technician – Community			\$18.00

*HST shall be applied and be in addition to all rates noted for the Community Credit Union Business Innovation Centre

Municipal Government Act Fees – FOI-POP Section 466, MGA
The fees charged for access to information under Part XX of the MGA (Freedom of Information and Protection of Privacy) shall be in accordance with the Freedom of Information and Protection of Privacy Regulations of Nova Scotia, as amended from time to time.

Note: "All rates and charges with respect to the Amherst Water Utility will be in accordance with the schedule of rates for water and water services as approved by the Utility and Review Board of Nova Scotia from time to time and as reflected in the Order of the Board."

4.7 'A' Fresh Start initiative - Community Support Grants

Moved By Councillor Christie

Seconded By Councillor Landry

That Council cancel the Fall round of the A Fresh Start Initiative and further direct staff to review the Community Support Grants Policy and bring back recommended changes to the October Committee of the Whole meeting.

Motion Carried

4.8 Solid Waste MOU**Moved By Councillor Baker****Seconded By Councillor Fawthrop**

That Council approve the Memorandum of Understanding between the Town of Amherst, the Municipality of the County of Cumberland and the Town of Oxford regarding solid waste education, enforcement and Coordination and authorize the Mayor and CAO to sign on their behalf.

Motion Carried**MEMORANDUM OF UNDERSTANDING (MOU)**

Made in duplicate

BETWEEN

Town of Amherst, a corporation under the laws of the Province of Nova Scotia, carrying out business at 98 Victoria Street East, Amherst, NS B4H 4A1, (the "TOA")

- AND -

Municipality of the County of Cumberland, a corporation under the laws of the Province of Nova Scotia, carrying out business at 1395 Blair Lake Road, RR6, Amherst, NS B4H 3Y4, (the "MCC")

-AND-

Town of Oxford, a corporation under the laws of the Province of Nova Scotia, carrying out business at 105 Lower Main Street, Oxford, NS B0M 1P0, (the "TOO")

(Collectively referred to as the "Parties")

WHEREAS the Parties have a common interest in solid waste education and coordination in the Cumberland Region;
 AND WHEREAS the Parties have a common interest in supporting the recruitment and retention of solid waste professionals in the Cumberland Region;
 AND WHEREAS the Parties have to deliver education and coordination functions;
 AND WHEREAS the Parties are desirous of providing these services in a cooperative manner;
 NOW THEREFORE TOA, MCC and TOO AGREE AS FOLLOWS:

GENERAL

1. This MOU applies to and for the benefit of TOA, MCC and TOO.
2. The service will be known as the Cumberland Region Solid Waste Service.
3. The service will be primarily provided by the TOA Solid Waste Education, Contract and Coordinator, with TOA administrative support and oversight.
5. The TOA will be responsible for:
 - a. Coordinate the delivery of Divert NS funding programs within Cumberland County, which include, but may not be limited to:
 - i. Regional education;
 - ii. Household hazardous waste events.
 - b. Serve as a liaison between the Regional Chairs, Regional Coordinators' Committee, and Municipal units;
 - c. Serve as a primary contact for stakeholder inquiries related to solid waste within Cumberland Region;
 - d. Provide Household Hazardous Waste Events (two in Amherst and two in Parrsboro, Pugwash, Oxford, & Springhill);
 - e. Coordinate an annual Shred Event;
 - f. Develop print materials and distribute as required (newspaper, collection schedules, sort guides, signs, newsletters, etc.);
 - g. Provide solid waste information for municipal websites;
 - h. Manage joint Facebook page;
 - i. Manage Recollect Program;
 - j. Manage joint Solid Waste Hotline;
 - k. Design rejection stickers for curbside services;
 - l. Attend solid waste meetings in support of the Cumberland Region including but not limited to: Northern Region, Regional Chairs, Regional Coordinator, and Education;
 - m. Administration of Solid Waste Collection Contracts for all three units;
 - n. Provide updates to municipalities on emerging solid waste programs/regulations;
 - o. Receive rejections from the curbside contractor.

ENFORCEMENT

6. Each Municipal unit will provide enforcement services via their own employees.
7. The Solid Waste Education and Contract Coordinator will work with each municipal unit's enforcement officer to coordinate needed targeted education / enforcement.

FUNDING

8. Funding for the services will be as per current CJSMA formula:

- TOA 38%
- MCC 60%
- TOO 2%

9. The revenue source for the services will continue primarily come from Divert Nova Scotia.

10. Net costs for any fiscal year in excess of revenue will be shared as per the current funding formula outlined in Section 8 with MCC and TOO paying their share to TOA.

11. Should a surplus occur in any fiscal year it will be distributed to each municipal unit as per the current funding formula outlined in Section 8.

12. Costs for the service are detailed in Schedule "A"

GOVERNANCE

13. The Solid Waste Education and Contract Coordinator shall report to the CAO or designate for TOA.

14. All human resource decisions shall be made in accordance with the policies of TOA.

REPORTING

15. The Solid Waste Education and Contract Coordinator shall submit a monthly report to the CAO's of the Parties

16. It will be the responsibility of the CAO's to arrange for the distribution of the report to the respective Councils.

17. The Solid Waste Education and Contract Coordinator will be available to present to the Councils and respond to questions with respect to the report if so requested by the Councils.

TERMINATION

18. Either party may terminate this MOU, effective March 31 of a year by providing written notice to the other party by October 31 of the preceding year.

19. The terminating party shall be responsible for any costs of termination of employees resulting from the termination of this MOU on a basis pro rata to the funding formula set out in herein.

Town of Amherst:

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

David Kogon, MD
Mayor

Municipality of Cumberland:

Gregory D. Herrett, CPA, CA
Chief Administrative Officer

Murray Scott
Mayor

Town of Oxford:

Linda Cloney
Clerk

Gregory Henley
Mayor

SCHEDULE "A"

Estimated Costs for 2021/2022

Salary	\$66,484
Benefits (20%)	\$13,296
Sub Total	<u>\$79,780</u>

Household Hazardous Waste	\$35,500
Newsletters	\$6,000
Collection Schedules	\$5,500
Recollect	\$6,500
Shred Event	\$2,500
Advertising	\$4,000
Promotional Materials	\$2,000
Admin / Travel	\$4,000
Sub Total	<u>\$66,000</u>

Total **\$145,780**

Estimated Funding from Divert (paid to each municipal unit as per the formula outlined in Section 8 above):

Diversion Funding	\$50,210
MAP Funding	\$ 9,816
Education Funding	\$24,979
Coordinator Funding	\$14,428
Household Hazardous Waste	\$ 8,745
Subtotal	<u>\$108,178</u>

Enforcement Funding \$33,461

Total **\$141,639**

4.9 Exit 3 Sanitary Sewer Extension Request

Moved By Deputy Mayor Davidson

Seconded By Councillor Landry

That Council approve of the Memorandum of Understanding for sanitary sewer access at Exit 3 between the Town of Amherst and the Municipality of the County of Cumberland, and based on this approval, further approve required amendments to the Town of Amherst Sanitary Sewer Service to County Residents Policy.

Moved By Councillor Baker

Seconded By Councillor Fawthrop

To table this item until the October Committee of the Whole for staff to provide further information.

Amended Motion Carried 4-3

Nay Votes: Mayor Kogon, Deputy Mayor Davidson, Councillor Landry

4.10 Tactical Placemaking Funding Agreement

Moved By Councillor Landry

Seconded By Deputy Mayor Davidson

That Council authorize the CAO to sign the Contribution Agreement and Memorandum of Understanding to facilitate the Tactical Placemaking Program.

Motion Carried

CONTRIBUTION AGREEMENT, made in duplicate effective this [date].

BETWEEN

DALHOUSIE UNIVERSITY, a university existing under the laws of the Province of Nova Scotia on behalf of the Nova Scotia COVID-19 Response Council (NSCRC) (hereinafter called "Dalhousie")

-and-

DEVELOP NOVA SCOTIA, a crown corporation continued under the Develop Nova Scotia Act (hereinafter called "DevelopNS")

-and-

Town of Amherst, a body corporate pursuant to the *Municipal Government Act*, SNS 1998, c 18, as amended (hereinafter called the "Recipient")

(collectively, Dalhousie, DevelopNS and the Recipient are referred to herein as the "Parties", and each of them as a "Party")

WHEREAS the Province of Nova Scotia has engaged Dalhousie to implement certain programming to assist individuals and businesses who have been adversely affected by the necessary public health measures implemented under the *Health Protection Act* in response to the COVID-19 pandemic;

AND WHEREAS one such COVID-19 related support programs is the Nova Scotia Business and Labour Economic Coalition (NSBLEC): Community-Led Placemaking Program to support community led initiatives to create projects that encourage inclusive economic participation, community cohesion and social gathering in local Nova Scotia communities (the "NSBLEC Projects");

AND WHEREAS DevelopNS is the lead coordinator for the NSBLEC Projects;

AND WHEREAS the Recipient has agreed to deliver a NSBLEC Project more fully described in Schedule "A" attached hereto (the "Project"), to install a 'Moveable Park', a central gathering area that features seating, sun shelters, lighting, waste receptacles, planter boxes, fall flowers and other vegetation;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1.0 DEFINITIONS

1.1 "Agreement" means this Agreement.

1.2 "Eligible Expenses" means costs associated with Project implementation and community engagement as described in Schedule "A" attached hereto.

- 1.3 "Funds" means the funds provided by Dalhousie to the Recipient pursuant to this Agreement, which shall not exceed the aggregate sum of Fifty Thousand Dollars (\$50,000.00) CAD.
- 1.4 "Final Report" means a detailed budget expenditure report provided by the Recipient to DevelopNS and Dalhousie, in accordance with Section 7 (Records and Reporting) of this Agreement, demonstrating that all costs incurred by the Recipient that have been submitted for payment have been paid by the Recipient, a summary report of the outcomes of the Project, and such other information as reasonably requested by Dalhousie or DevelopNS.
- 1.5 "Project" has the meaning ascribed thereto in the recitals of this Agreement.
- 1.6 "Term" has the meaning ascribed thereto in Section 5.1 of this Agreement.
- 2.0 Project**
- 2.1 The Recipient agrees that it will deliver the Project in a diligent and professional manner using qualified personnel, and in accordance with the terms and conditions of this Agreement (including Schedule "A" attached hereto).
- 2.2 The Recipient will obtain, supply, and pay for all labour, materials, facilities and approvals necessary or advisable to deliver the Project.
- 2.3 The Recipient shall commence the Project on or before [date of signing] (the "Project Commencement Date") and shall complete the Project on or before October 15, 2021 (the "Project Completion Date").
- 2.4 The Recipient shall implement and manage the activities and deliverables necessary to deliver the Project, and ensure record keeping is adequate to meet the reporting requirements of Dalhousie as provided in this Agreement.
- 2.5 The Recipient agrees to cooperate and share information with Dalhousie and DevelopNS in connection with the Project.
- 2.6 Funds shall be limited to the amount set forth in Section 3.1 of this Agreement, and neither this Agreement nor the advance of the Funds shall obligate Dalhousie to advance any further or other funds in connection with the Project or otherwise.
- 3.0 Expenses**
- 3.1 All Funds provided under this Agreement must be used to provide payment for Eligible Expenses related to the Project.
- 4.0 Payment**
- 4.1 The Funds shall be paid by Dalhousie to the Recipient according to the following schedule:
- 4.1.1 \$45,000 on execution of the Agreement; and
- 4.1.2 a holdback of up to \$5,000 for any outstanding Eligible Expenses, to be paid within 30 days of receipt by Dalhousie of the Final Report.
- 4.2 The Funds shall only be expended for those services and costs which meet the terms of this Agreement and must be expended in accordance with the timeline of the Project as described in this Agreement.
- 4.3 The Funds are inclusive of all Harmonized Sales Tax.
- 4.4 Any unused Funds shall be returned to Dalhousie at the time of submitting the Final Report.
- 4.5 Dalhousie is not responsible for any cost overruns associated with this Project, which shall be the sole responsibility of the Recipient.
- 5.0 Term and Termination**
- 5.1 Unless earlier terminated or extended in accordance with the terms of this Agreement, this Agreement shall commence in force on the date above written and shall continue in force until March 31, 2022 (the "Term"). All provisions that logically ought to survive termination of this Agreement shall survive.
- 5.2 Dalhousie may immediately terminate this Agreement if the Recipient breaches or defaults on any term or condition of this Agreement and fails to remedy the same in a manner deemed satisfactory to Dalhousie, acting reasonably, within 10 calendar days of being given written notice of the breach or default.
- 5.3 Dalhousie may terminate this Agreement, without liability, at any time by giving 15 calendar days prior written notice to the Recipient.
- 6.0 Extension of Agreement**
- 6.1 The Parties may, by mutual written agreement, extend the Term of this Agreement.
- 6.2 The Parties may, by mutual written agreement, modify the Project description and deliverables of this Agreement described in Schedule "A" attached hereto. Any such changes the Parties wish to make shall be made by way of an amendment to this Agreement, which shall be signed by all Parties.

7.0 Records and Reporting

- 7.1 The Recipient agrees to accommodate any reasonable request of Dalhousie and/or its designate for access to all records, accounts, and facilities related to the Project and to meet with the Dalhousie and/or its designate at mutually agreeable times.
- 7.2 The Recipient shall retain all documents, proposals, correspondence, receipts and financial records in connection with the Project for a period of 2 years after the end of the Term.
- 7.3 The Recipient shall submit to DevelopNS for review and preliminary approval a Final Report within 5 business days after the Project Completion Date, along with all supporting documentation, bank statements, invoices and receipts. Within 5 business days after receiving the Final Report and supporting documentation from the Recipient, DevelopNS will submit to Dalhousie a copy of the Final Report, supporting documentation and a recommendation as to the approval of the Final Report and release of holdback funds identified in sub-section 4.1.2 of this Agreement.

8.0 Representations, Warranties and Undertakings. The Recipient hereby certifies that the representations, warranties and undertakings set out below are, and will be as of the date of execution of this Agreement, true and correct in all material respects and undertakes to advise Dalhousie of any changes that materially affect them.

- 8.1 The Recipient represents and warrants that it is a validly existing body corporate pursuant to the *Municipal Government Act*, SNS 1998, c 18, as amended, and has the power and authority to carry on its business, to hold property and to enter into this Agreement. The Recipient undertakes to initiate all the necessary actions required to preserve its legal capacity.
- 8.2 The Recipient represents and warrants that the signatory or signatories to the Agreement, as applicable, has or have been duly authorized to execute and deliver the Agreement on behalf of the Recipient.
- 8.3 The Recipient represents and warrants that the execution, delivery and performance of the Agreement have been duly and validly authorized and that upon execution, the Agreement will constitute a legal, valid and binding obligation on the Recipient enforceable in accordance with its terms.
- 8.4 The Recipient warrants that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings that could or would prevent compliance with this Agreement. The Recipient will advise Dalhousie forthwith of any such occurrence during the term of the Agreement.
- 8.5 The Recipient represents and warrants that it has not, nor has any person on its behalf, offered or promised to any official or employee of Dalhousie or the Province of Nova Scotia any bribe, gift or other inducement for or with a view to obtaining the Agreement. Further, the Recipient has not, nor has any person on its behalf, employed any person to solicit the Agreement for a commission, contingency fee or any other consideration dependant upon the execution of the Agreement.
- 8.6 In relation to the Project, the Recipient shall comply, and will require its servants, agents, representatives, subcontractors, volunteers and employees to comply, in all material respects, with the requirements of all applicable laws, regulations, orders and decrees, permits, approvals and/or licenses of any regulatory bodies having jurisdiction over the Recipient or the Project. Funding may be withheld, or this Agreement may be canceled, by Dalhousie if such required permits, approvals, and/or licenses are not obtained.
- 8.7 The Recipient represents and warrants that it has not entered, and undertakes not to enter, into any agreement, without Dalhousie's written consent that would prevent the full implementation of this Agreement by the Recipient.

9.0 Liability

- 9.1 DEVELOPNS, DALHOUSIE, AND THEIR RESPECTIVE AGENTS OR EMPLOYEES, WILL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, SUITS, DAMAGES, COSTS OR EXPENSES ARISING FROM ANY PERSONAL INJURY, INCLUDING DEATH, OR FOR LOSS OR DAMAGE TO PROPERTY RESULTING FROM OR ARISING OUT OF ANY ACT OR OMISSION OF THE RECIPIENT, ITS SERVANTS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND EMPLOYEES, IN CARRYING OUT ANY OF THE ACTIVITIES OR SERVICES SET OUT IN THIS AGREEMENT OR OTHERWISE RELATED TO THE PROJECT.
- 9.2 THE RECIPIENT AND ITS ELECTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES, SHALL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, SUITS, DAMAGES, COSTS OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION OR WILFUL MISCONDUCT OF DALHOUSIE AND/OR OF DEVELOPNS AND THEIR SERVANTS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND EMPLOYEES IN THE PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT.
- 9.3 The Recipient has no authority to bind Dalhousie or DevelopNS to any other agreement and agrees that it will not hold itself out as having any authority within, or on behalf of, Dalhousie or DevelopNS.
- 9.4 Dalhousie and/or DevelopNS have no authority to bind the Recipient to any other agreement and Dalhousie and DevelopNS each agree that they will not, either individually or together, hold themselves out as having any authority within, or on behalf of, the Recipient.
- 9.5 Subject to the Recipient's limit of liability in Section 9.2 hereof, the Recipient assumes any and all liability for the Project and agrees at all times to indemnify and save harmless DevelopNS, Dalhousie, and their respective officers, servants, employees, or agents, including the NSCRC members, from and against all

- 9.6 claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner in respect of any matter related to the Project or this Agreement.
- 9.7 The Recipient will, at all times during the Term, maintain and keep in force general liability coverage, including third party bodily injury and property damage coverage in an amount not less than \$2,000,000 per occurrence. This insurance shall be considered primary and any insurance or self-insurance maintained by Dalhousie shall be in excess of and non-contributory to the Recipient's insurance. The Recipient shall, upon request by Dalhousie, furnish evidence of such coverage to Dalhousie.
- 10.0 Freedom of Information and Protection of Privacy (FOIPOP)**
- 10.1 This Agreement and all information obtained by Dalhousie and DevelopNS in the course of and pursuant to this Agreement and the Recipient's application, will be subject to and treated in accordance with the *Freedom of Information and Protection of Privacy Act*, as applicable, and as amended from time to time.
- 10.2 Without limiting the generality of the preceding paragraph, the Recipient acknowledges and agrees that Dalhousie may proactively publish information regarding this Agreement in accordance with the *Freedom of Information and Protection of Privacy Act*, as amended from time to time.
- 10.3 Dalhousie and DevelopNS understand and acknowledge that the Recipient is subject to the Freedom of Information and Protection of Privacy provisions set out in Part XX of the Municipal Government Act, SNS 1998, c 18, as amended, and Dalhousie and DevelopNS understand and acknowledge the Recipient's obligations set out therein, including but not limited to, the Recipient's obligations to disclose certain information, which may include information of Dalhousie and DevelopNS and this Agreement or portions thereof.
- 11.0 Notice**
- 11.1 Every notice to be given under this Agreement must be in writing and be delivered personally, by courier, by registered letter or by priority post.
- 11.2 Notice to Dalhousie will be directed to:
- Nova Scotia COVID-19 Response Council**
c/o Dalhousie University
 Attn: President and Vice Chancellor
 6299 South Street
 PO Box 15000
 Halifax, NS b3H 4R2
- 11.3 Notice to Develop NS will be directed to:
- Develop Nova Scotia**
 Attn: Chief Operating Officer
 Suite 301
 1875 Upper Water St.
 Halifax, NS
- 11.4 Notice to the Recipient will be directed to:
- Town of Amherst**
 Attn: Chief Administrative Officer
 PO Box 516
 98 Victoria Street East
 Amherst, NS, B4H 4A1
- 12.0 No Assignment**
- 12.1 This Agreement may not be assigned in whole or in part without the prior written consent of both Parties.
- 13.0 Public Announcements**
- 13.1 The Recipient consents to a public announcement by or on behalf of Dalhousie, advising that a funding contribution has been or will be provided by Dalhousie pursuant to this Agreement.
- 13.2 The Recipient may make its own public announcement with respect to the contribution provided by Dalhousie pursuant to this Agreement, at any time after implementation of this Agreement, provided that such public announcement is scheduled for a date and time acceptable to Dalhousie. The Recipient hereby consents to permitting a representative of Dalhousie to participate in any event held in conjunction with such a public announcement by the Recipient.
- 14.0 Entire Agreement**
- 14.1 This Agreement constitutes the entire, full and complete agreement entered into by the Parties regarding the subject matter herein.
- 14.2 Any amendment to this Agreement, including but not limited to any change to the Project activities and deliverables, or the proposed use of the Funds other than as set out herein, shall be in writing and signed by all Parties.

15.0 Time of Essence

15.1 Time shall be of the essence in this Agreement.

16.0 Binding

16.1 This Agreement is binding upon the Parties and their respective successors and assigns.

17.0 Severability

17.1 If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms and conditions shall nevertheless remain in full force and effect.

18.0 Jurisdiction

18.1 This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

19.0 Further Assurance

19.1 The Recipient shall do all further acts and things and execute all further documents reasonably required by Dalhousie in the circumstances to effect the provisions and intent of this Agreement.

20.0 Counterparts

20.1 This Agreement may be signed by each of the Parties in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be signed either in original or electronic form and the parties shall adopt any signatures received electronically as original signatures of the Parties.

21.0 Independent Legal Advice

21.1 Each Party represents that it has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon its own judgement and advice of independent legal counsel (if sought).

The Parties have executed this Contribution Agreement through their authorized representatives on the day and year first above written.

DALHOUSIE UNIVERSITY**TOWN OF AMHERST**

NAME: Matt Hebb

NAME: Jason MacDonald

TITLE: Vice-President, Government & Global Relations

TITLE: Chief Administrative Officer

DEVELOP NOVA SCOTIA

NAME: Jennifer Angel

TITLE: President and Chief Executive Officer

SCHEDULE "A" – THE PROJECT

The Provincial Tactical Placemaking Program was created by the Nova Scotia Business and Economic Labour Coalition (NSBLEC) as part of their plan to kick-start economic recovery and stimulate consumer confidence. The program is designed to support community-led tactical placemaking projects that are quick wins focused on mainstreets and downtowns to help create places:

- for people to gather and connect,
- that support economic recovery, and
- invite increased visitation to downtowns

To assist in the creation of a contribution agreement for project funding, please tell us a bit about your project and how it will achieve program outcomes.

Community name: Town of Amherst

Project Location(s): Downtown Amherst, on a centrally located town-owned green space at the corner of Victoria East and Havelock Streets.

Project Description: To create a 'moveable park', a central gathering area with some or all of the following features:

- Picnic tables
- Brightly coloured umbrellas with bases
- Edison String Lighting to be strung from building to posts along sidewalk
- Self watering Rectangular planters (seasonal planting) + Self Watering Square planters (small trees or shrubs) to border the edge of the park
- Proper waste receptacles for waste & recycling
- Bike rack to accommodate cyclists while using the park
- Fall mums and grasses for rectangular planters + small trees for square planters
- A 'Play' feature that would attract children and/or adults

In a few words, please tell us how you think your project will:

- support economic recovery and invite more visitation in your downtown?

The project will provide an outdoor seating option for customers of several nearby restaurants and take-outs. The space will also be an option for informal business meetings. The subject location is the midway point between two ends of Downtown that contain retail shops, and could act as a meeting and/or resting point where shoppers can grab a coffee and take a break. It will contribute the overall vibrancy and attractiveness of Downtown. Attractive Downtowns are often attractive places to live, work and play, which comes with positive economic impacts.

- create a place(s) for people to gather and connect?

Creating this space will cause people pause to sit with a cup of coffee, watch their children play, respond to emails and texts or enjoy casual conversations in spaces where community can come together, allowing for meaningful experiences that encourage people to return.

- create opportunities for community involvement?

The ultimate vision for the subject space is to construct a permanent 4-season gathering area featuring an ice skating surface in winter, public washrooms, an area for outdoor markets and events, and an area to enjoy food and drink, or just relax outside. The Tactical Placemaking Project provides an opportunity to test this vision, and more importantly, get feedback from users around how the space might work or doesn't work, what features are great and what might be missing. The moveable features put in place for this project can be moved around to test various configurations. Once the permanent features are constructed, the moveable features can be utilized in the permanent installment, moved to another green space across the street, or placed in multiple locations throughout the Downtown area.

Memorandum of Understanding

Between: Town of Amherst ("Town")
 And: Amherst & Area Chamber of Commerce ("Chamber")
 RE: Tactical Placemaking Project 2021

Definitions

1. "Program" means the Nova Scotia Business & Labour Economic Coalition (NSBLC) Tactical Placemaking Program.
2. "Chamber" means Amherst & Area Chamber of Commerce.
3. "Town" means the Town of Amherst.
4. "Project" means a community-led installation of a 'Moveable Park', a gathering area that features seating, sun shelters, lighting, waste receptacles, planter boxes, fall flowers and other vegetation.
5. "Final Report" means a detailed budget expenditure report submitted to NSBLC demonstrating that all costs incurred by the Chamber that have been submitted for payment have been paid by the Chamber, a summary report of the outcomes of the Project, and such other information as reasonably requested by NSBLC.

Background

6. The NSBLC has agreed to provide financial assistance to the Town of Amherst under the Tactical Placemaking Program to partner with a body corporate for the purpose of enabling communities to execute a "quick win" project that can help attract/retain people to visit, support increased opportunity for social connection post COVID-19 pandemic lockdown.
7. An important tenet of the Program is to engage and enable community members to execute the Project with the Town in a supporting role.
8. The Chamber is willing to partner with the Town of Amherst for the purpose of receiving the funding in order to engage the community and execute the project.
9. With Town Staff support and input, Chamber representatives and community members have developed the Project to be initially located on the Town owned green space at the south corner of Victoria East and Havelock Streets.

Commitment by the Town

10. The Town will provide funding to the Chamber by way of a grant in an amount up to \$50,000.
11. The Town will have the right to audit the records of the Chamber to ensure that the project is managed according to the objectives of the Town.
12. The Town will provide and maintain a space for this project to be located at the green space at the south corner of Victoria East and Havelock Streets.

Commitment by the Chamber

13. The Chamber will appoint a program coordinator to administer and the project.
14. The Chamber will take all steps necessary to manage the project in a timely and comprehensive manner.
15. The Chamber shall maintain all records, documents, reference material, permits, paid invoices received with respect to the project, and will permit the Town to audit the project in its entirety.
16. The Chamber will contribute the necessary documentation required to complete the Final Report to be submitted to the NSBLC.

17. The Chamber shall maintain sufficient insurance for the purposes of implementing the project, and provide the Town with a certificate of insurance naming the Town of Amherst as an additional named insured.

Values

18. The Town and Chamber agree that the following values will apply to the project:

- a. **Citizen Engagement:** The Town and Chamber will take all steps necessary to engage the citizens and business operators of the Town of Amherst to ensure that the project is successfully completed and improves the Town of Amherst as a whole.
- b. **Mutual Respect:** The Town and Chamber hold the best interests of the Town of Amherst’s citizens and business operators at the forefront, and will mutually respect the other’s interest in the project.
- c. **Sustainability:** The Town and Chamber agree that the project shall be carried out in a manner that represents a more sustainable future for the Town of Amherst.
- d. **Local Opportunities:** The Town and Chamber agree to maximize the local benefits of the project undertaken to the extent possible.
- e. **Transparency:** The Town and Chamber agree that the use of public funds and decisions concerning the investment thereof should be open and transparent to stakeholders.

General Terms

- 19. This Memorandum of Understanding shall be adopted by the Town and by the Chamber and shall not be binding until so adopted.
- 20. The Chamber agrees that it shall adhere to the principals of accountability and transparency as required by the Town as set forward in the Municipal Government Act.
- 21. This Memorandum of Understanding shall expire on March 31, 2022.

In witness whereof, the parties have properly executed this Agreement this _____ day of _____, 2021.

SIGNED, SEALED & DELIVERED In the presence of:)	TOWN OF AMHERST))
_____)	_____
Witness)	Per:)) AMHERST & AREA CHAMBER OF COMMERCE))
_____)	_____
Witness)	Per:

4.11 Year End Capital Financing Adjustments

Moved By Councillor Emery

Seconded By Councillor Landry

That Council approve of the following changes to the funding for the Water and General Capital Budget:

- 1. **Approval of the increase of Water Operating capital from revenue from \$40,000 to \$114,497.16;**
- 2. **Approval of the increase of General Operating capital from revenue from \$575,000 to \$606,018.17;**
- 3. **Withdraw from the Operating Reserve of \$591,000.00 to fund the new pumper fire truck; and**
- 4. **Withdraw from the Operating Reserve – Stabilization Reserve of \$271,371.93 to fund the Stadium Solar project.**

Motion Carried

4.12 Year End Operating Reserve Transfer to General Reserve Solid Waste Deficit

Moved By Councillor Baker

Seconded By Councillor Christie

That Council approve a transfer from the Operating Reserve – Solid Waste in the mount of \$14,378.17 to the General Operating fund to fund the deficit in the Solid Waste department for the 2020/21 fiscal year.

Motion Carried

4.13 Debenture Pre-Approval**Moved By Deputy Mayor Davidson****Seconded By Councillor Fawthrop****That Council approve the Resolution for Pre-Approval of Debenture Issuance in the amount of \$390,000 for long-term financing of the Albion Street water main replacement.****Motion Carried****4.14 Capital Budget Adjustment Zamboni****Moved By Councillor Landry****Seconded By Councillor Baker****That Council approve a change to the 2021/22 General Capital Budget to fund the new Zamboni from a withdraw from the Operating Reserve in the amount of \$200,000.****Motion Carried****4.15 Capital Budget Adjustment Fire Station Parking Lot****Moved By Councillor Emery****Seconded By Councillor Landry****That Council approve of the following change to the funding in the General Capital Budget to increase General Operating (capital from revenue) by \$80,000 to fund the asphalt overlay of the Fire Station parking lot.****Motion Carried****4.16 Acceptance of Audited Financial Statements****Moved By Councillor Christie****Seconded By Councillor Baker****That Council accept the recommendation of the Audit Committee: approving the Town of Amherst Consolidated Financial Statements and the Town of Amherst Water Utility Financial Statements for the year ended March 31, 2021, which have been audited by Jorgensen & Bickerton Inc.****Motion Carried****5. INTERNAL COMMITTEE REPORTS****5.1 Planning Advisory Committee - No Report****5.2 Amherst Board of Police Commissioners - No Report****5.3 Audit Committee - Landry**

Information item; no direction given or action required.

5.4 Amherst Youth Town Council - No Report**6. EXTERNAL COMMITTEE REPORTS****6.1 Cumberland Public Libraries - Fawthrop**

Information item; no direction given or action required.

6.2 Cumberland YMCA - Fawthrop

Information item; no direction given or action required.

6.3 Cumberland Joint Services Management Authority - Emery

Information item; no direction given or action required.

6.4 Northern Region Solid Waste Committee - Baker

Information item; no direction given or action required.

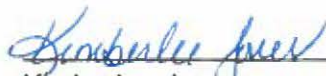
6.5 L. A. Animal Shelter

Councillor Fawthrop gave a verbal report.


- 6.6 **Senior Safety - Emery**
Information item; no direction given or action required.
- 6.7 **Inter Municipal Tourism - No Report**
- 6.8 **Poverty Reduction - No Report**

- 7. **ADJOURNMENT**
Moved By Councillor Emery
Seconded By Councillor Landry
To adjourn the meeting.

Motion Carried



Kimberlee Jones
Municipal Clerk



David Kogon
Mayor