

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** February 28, 2022  
**Time:** 6:00 pm  
**Location:** Council Chambers, Town Hall

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

**Staff Present** Jason MacDonald, Chief Administrative Officer  
 Dwayne Pike, Police Chief  
 Greg Jones, Director of Fire Services  
 Aaron Bourgeois, Director of Operations  
 Andrew Fisher, Director of Planning & Strategic Initiatives  
 Kim Jones, Director of Corporate Communications and  
 Community Well Being / Municipal Clerk  
 Tom McCoag, Corporate Communications Officer  
 Natalie LeBlanc, Deputy Clerk

**1. CALL TO ORDER**

Deputy Mayor Christie called the meeting to order at 6:00 p.m.

**2. TERRITORIAL ACKNOWLEDGMENT**

Deputy Mayor Christie gave the Territorial Acknowledgement.

The Deputy Mayor also expressed condolences on the passing of the late Mr. Allison Gillis, who served 12 years as an elected official with the Municipality of the County of Cumberland, first as a councillor, and then four years as the last Warden of Cumberland County.

**3. APPROVAL OF AGENDA/MINUTES**

**3.1 Approval of the Agenda**

Moved By Councillor Emery

Seconded By Councillor Baker

To approve the agenda as circulated.

**Motion Carried**

**3.2 Approval of Minutes - January 24, 2022**

Moved By Councillor Fawthrop

Seconded By Councillor Landry

To approve the minutes of the January 24, 2022 regular meeting of Council as circulated.

**Motion Carried**

**4. REQUESTS FOR DECISION**

**4.1 Signing Authority Policy Amendment**

Moved By Councillor Baker

Seconded By Councillor Emery

That Council approve an amendment to the Town of Amherst Signing Authority Policy# 03400-01 to add the Treasurer for all documents signed under the seal of the Town and for the signing officers of cheques, bank documents, etc.

**Motion Carried**

DEPARTMENT: CORPORATE SERVICES

TITLE: SIGNING AUTHORITY POLICY

Minutes reference date: 21 September 1992

Revision dates: 25 September 1995; 25 March 1996; 21 May 1996; 12 December 2000; 25 November 2002  
26 January 2015; 23 November 2020**PURPOSE:**

To identify signing officers of the Town of Amherst

**POLICY STATEMENT:**

1. All documents signed under the seal of the Town shall be signed by the:

a) Mayor or Deputy Mayor (any one of them)

And

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

2. All General, Payroll, Water, Stadium, Trust and Reserve Fund cheques, bank documents, etc., of the Town shall be signed by two signing officers. The signing officers of the Town shall be:

a) Mayor, Deputy Mayor, Designated Councillor (any one of them)

And

b) Chief Administrative Officer, Chief Financial Officer or Treasurer (any one of them).**4.2 Grass Maintenance Policy Amendment****Moved By Deputy Mayor Christie****Seconded By Councillor Baker****That Council approve of the attached amendments to the Grass Maintenance Policy.****Motion Carried****4.3 Capital Budget Amendments - Water and Fire****Moved By Councillor Davidson****Seconded By Councillor Emery****That Council approve of the following changes in the 2021/22 Capital Budget:**

- **Change in funding source in the Water Capital budget:**
  1. **Withdraw from the Water Depreciation fund \$632,000 to fund the following water capital projects:**
    1. **\$ 40,000 for Monitoring Wells (carry over)**
    2. **\$240,000 for Wellfield Generator (carry over)**
- **\$177,000 for Spring Street - Croft to Church - water main replacement**
- 1. **\$175,000 for a new Dump Truck**
- **Change approved budget amount in the General Capital budget:**
  1. **Increase the budget for Fire Suppression Hose (set # 1) - replacement from \$30,000 to \$52,000.**

**Motion Carried****4.4 Challenge Fund****Moved By Councillor Emery****Seconded By Councillor Landry****That Council approve of the three attached agreements to purchase the following properties paid for under the Nature Challenge Fund:**

1. **Lansdowne Forestry Management Ltd., Green Road for \$120,000 + any applicable HST.**
2. **Silva Tech Ltd, Green Road for \$94,000 + any applicable HST.**
3. **Kim Kelly Lot 2002-2 Beecham Road for \$82,000 + any applicable HST.**

**And further that Council authorize the Mayor and CAO to sign the applicable agreements on their behalf.****Motion Carried**

**4.5 Church and Davison Streets****Moved By Councillor Fawthrop****Seconded By Councillor Davidson**

That the sale of town properties located at 138 Church Street and 21 Davison Street for the amount of \$7,300 plus any applicable HST, be approved by Council, and further that the Mayor and CAO be authorized to sign the corresponding purchase and sale agreement.

**Motion Carried****4.6 Inter Municipal Poverty Reduction Advisory Committee Citizen Appointments****Moved By Councillor Landry****Seconded By Councillor Fawthrop**

That Council approve the appointments of Evelyn Pollard and Karen Leblanc as the Town of Amherst citizen representatives for the Intermunicipal Poverty Reduction Advisory Committee, for 1 year terms expiring March 31, 2023.

**Motion Carried****4.7 Wellfield Generators****Moved By Deputy Mayor Christie****Seconded By Councillor Davidson**

That Council amend the original scope of work of the wellfield generator project and approve (Option 3), the purchase of 1 new towable diesel fueled generator and upgrade the 4 production wells at the North Tyndal Wellfield with VFD's (variable frequency drives).

**Motion Carried****5. INFORMATION ITEM**

- 5.1 Cumberland Community Youth Development Centre Update - Landry**  
Information item; no direction given or action required.

**6. INTERNAL COMMITTEE REPORTS**


- 6.1 Planning Advisory Committee - Christie**  
Information item; no direction given or action required.
- 6.2 Amherst Board of Police Commissioners - No Report**
- 6.3 Audit Committee - No Report**
- 6.4 Amherst Youth Town Council - Oskar Sigtryggsson**  
Information item; no direction given or action required.
- 6.5 Inclusion, Diversity and Equity Committee - Davidson**  
Information item; no direction given or action required.
- 6.6 Accessibility Advisory Committee - No Report**


**7. EXTERNAL COMMITTEE REPORTS**

- 7.1 Cumberland Public Libraries - Fawthrop**  
Information item; no direction given or action required.
- 7.2 Cumberland YMCA - Fawthrop**  
Information item; no direction given or action required.
- 7.3 Solid Waste Management - Emery**  
Information item; no direction given or action required.
- 7.4 L. A. Animal Shelter - Fawthrop**  
Information item; no direction given or action required.
- 7.5 Senior Safety - Emery**  
Information item; no direction given or action required.
- 7.6 Inter Municipal Tourism - No Report**
- 7.7 Poverty Reduction - No Report**

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

**Motion Carried**

  
\_\_\_\_\_  
Kimberlee Jones  
Municipal Clerk

  
\_\_\_\_\_  
David Kogon  
Mayor

**TOWN OF AMHERST POLICY**

NUMBER 64000-01  
PAGE 1 OF 1

**DEPARTMENT:** Council and All Departments

**TITLE:** Grass Maintenance Policy

Minutes reference date: 30 APRIL 2007, PAGE 00348

**PURPOSE:**

The Town of Amherst takes pride in its parks, athletic fields and green spaces within the community. These areas must be mowed to maintain a positive community image, address public safety, and provide positive leisure time and athletic experiences for all users. In addition, a proactive mowing program will provide an attractive environment for the community. This policy outlines current and future directions for the mowing of parks, athletic fields and green spaces in the Town of Amherst.

**POLICY STATEMENT:**

The Town of Amherst will mow parks, athletic fields and green spaces within the Town based on three levels of service priority.

1. Level 1 High - Highest priority with significant vehicular and pedestrian traffic flows. e.g. Level 1 areas include: -Town entrances, downtown, and athletic fields. Grass should be cut maintained to a length of two inches to four inches, these areas require daily monitoring to maintain a high visual quality.
2. Level 2 Medium - Medium priority These areas include ing-most playgrounds and parks and other areas with moderate medium-vehicular and pedestrian traffic areas. Grass should be cut maintained to a length of three to five inches, these area require daily monitoring to maintain a neat and orderly appearance.
3. Level 3 Low - Low-priority These areas including isolated Town properties, ditches, cul-de-sac circles and other lower traffic vehicular and pedestrian traffic areas. Grass should be cut maintained to a length of four to six inches or longer in ditches and isolated areas and requires bi-weekly monitoring to ensure service level expectations are being met.

The attached Appendix "A" provides a list of the locations and service level expectations, details on high, medium and low-priority, of the properties maintained by areas in the Town of Amherst Staff.

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**Green Spaces****High**

Corner of Church and Dickie  
 Church Street—Graveyard to RB Dickie  
 Victoria Street—Hickman to Park  
 Robert Angus Drive Sidewalk  
 Willow St. High School to Boundary  
 East Victoria—North Side #233  
 Willow St. Blvd Across from Purdy  
 West Pleasant—Old Hospital and Park Blvd  
 Subway  
 YMCA/George Blanche Lot  
 Co-op lot

**Lawton Parking**

East Victoria Entrance  
 West Victoria Entrance  
 Industrial Park Entrance and signs  
 Town Hall and Library  
 Lawrence Street Town Entrance  
 LaPlanche Street Welcome Area  
 LaPlanche Street Entrance Area

**Medium**

Corbett's—at EB Chandler on Donald  
 Beacon St. by Seniors Club  
 Industrial Park Ditches  
 Dickie Brook—Trail Firehall along Beacon  
 Dickie Brook—EB Chandler Trail  
 Dickie Brook—Spring Street Academy  
 Triangle (South Albion/Robert Angus  
 West Pleasant at end of Park  
 Industrial Park  
 Albion and Beacon St.  
 Johnny Davidson's  
 Cope Lane  
 Rear/Sides Stadium

**Low**

Pumping Station  
 Water Tower on Willow  
 Russell Street and Cornwall  
 Robert Angus Drive Ditches  
 Mill Street Ditch  
 West Pleasant and Park  
 Townsend Court—Circle and Entrance  
 Ralston Place Circle  
 Willow Court Circle

**Forest Glen**

Ridgewood Court  
 Sewer Lift Stations

**Parke****High**

Mural Park  
 Veterans Park  
 Victoria Park and Cenotaph  
 Christie Park  
 Curny Park

**Medium**

Strawberry Fields  
 Rotary Centennial Park  
 Harding Park  
 Lions Park  
 Lions Tennis Court  
 Tubby's  
 Northern Telecom  
 Dickie Park  
 Elmwood Playground

**Athletic Fields****High**

Winston Field (Soccer)  
 St. Charles Field (Ball)  
 Church St. Soccer Field  
 Lions Ball Field  
 Little League Field  
 Robbs Ball Fields  
 Robbs Wall

**APPENDIX "A"**

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<u>Property</u>	<u>Property Type</u>	<u>Service Level</u>
Church Street Soccer Fields	Athletic Field	1
Dickey Park Sports Field	Athletic Field	1
Robb's Complex Baseball Fields	Athletic Field	1
Winston Avenue Soccer Field	Athletic Field	1
CUBBIC	Facility	1
Fire Station	Facility	1
Library	Facility	1
Police Station	Facility	1
Town Hall	Facility	1
59 Church Street	Green Space	1
Church Street and Albion Street Intersection	Green Space	1
CNR Side Hill - West Pleasant Street at Albion Street	Green Space	1
East Victoria Street entrance area	Green Space	1
Electric Street	Green Space	1
King Street	Green Space	1
LaPlanche Street entrance area	Green Space	1
Maple Avenue at Victoria Street	Green Space	1
Princess Street	Green Space	1
Traffic Island Church Street at Albion Street	Green Space	1
YMCA	Green Space	1
Veterans Park	Park	1
Victoria Street at Havelock Street	Park	1
Amherst Stadium	Facility	2
Public Works Garage	Facility	2
Amherst Skate Park	Green Space	2
Boulevard Robert Angus Drive (former Connor's restaurant lot)	Green Space	2
Corner of Willow & East Pleasant	Green Space	2
Dave's Grand Market	Green Space	2
Hickman Street at Cornwall Street	Green Space	2
Industrial Park (entrances and grass boulevards)	Green Space	2
Little League outside fenced area	Green Space	2
North of EB Chandler - Donald Avenue to Willow Street	Green Space	2
Ratchford Street Parking Lot	Green Space	2
Robb's Grounds	Green Space	2
Vacant lot Church Street at Dickey Street	Green Space	2
Via Train Station	Green Space	2
Willow Street Boulevard	Green Space	2
Beacon Street Park	Park	2
Christie Park	Park	2

<u>Property</u>	<u>Property Type</u>	<u>Service Level</u>
Curry Park	Park	2
Dickey Park	Park	2
Elmwood Park	Park	2
Ernie Mills Park	Park	2
Harding Park	Park	2
Lions Park	Park	2
Northern Telecom Park	Park	2
Rotary Park	Park	2
Strawberry Fields Park	Park	2
Victoria Square	Park	2
Abbey Road to Marshview Drive	Trail	2
Dickey Street - Academy Street to Rupert Street	Trail	2
Fire Station to Church Street	Trail	2
LaPlanche Street to Eddy Street	Trail	2
North of EB Chandler - Donald Avenue to Willow Street	Trail	2
Casper Court	Cul-de-sac	3
Centennial Court	Cul-de-sac	3
Forest Glen	Cul-de-sac	3
Garden Court	Cul-de-sac	3
Mallard Drive Cul De Sac	Cul-de-sac	3
Penny Lane	Cul-de-sac	3
Ralston Place	Cul-de-sac	3
Ridgewood Court	Cul-de-sac	3
Townsend Court	Cul-de-sac	3
Willow Court	Cul-de-sac	3
McCully Booster Station	Facility	3
Race Track Road - Lift Station	Facility	3
Reservoirs on Willow Street	Facility	3
Terrace Street - Lift Station	Facility	3
Along Dickey Brook - Beacon Street and Dickey Street	Green Space	3
Ditches within Street Right-of-Way	Other	3
Motor Avenue to Derby Street	Trail	3
Robert Angus Drive - Church Street to Willow Street	Trail	3
Willow Street - Robert Angus Drive to East Pleasant	Trail	3

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**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-

**LANDSDOWNE FOREST MANAGEMENT LTD.** of Truro, Nova Scotia (the "Vendor")

**OFFER**

1. The Purchaser hereby offers to purchase from the Vendor the parcels of land located at Green Road, Tidnish River Nova Scotia (the "Property") being PID 25099474 and PID 25263997 for a total sum of One Hundred and Twenty Thousand Dollars (\$120,000.00) of lawful money of Canada together with all adjustments pursuant to this agreement.

**CONDITIONS**

- 2.

**DEPOSIT**

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

**CLOSING DATE**

4. This agreement shall be completed on or before March 31<sup>st</sup>, 2022 (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 March, 2022.

Dated at Amherst, in the Province of Nova Scotia this \_\_\_\_\_ day of March, 2022.

TOWN OF AMHERST (Purchaser)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
PER: DAVID KOGON, Mayor

**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 \_\_\_\_\_, Truro, Nova Scotia this \_\_\_\_\_ day of March, 2022

LANDSDOWNE FOREST MANAGEMENT LTD.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mike Brown (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-

SILVA TECH LTD. of Amherst, Nova Scotia (the "Vendor")

**OFFER**

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at Green Road, Tidnish River Nova Scotia (the "Property") being PID 25256157 for a total sum of Ninety Four Thousand Dollars (\$94,000.00) of lawful money of Canada together with all adjustments pursuant to this agreement.

**CONDITIONS**

- 2.

**DEPOSIT**

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

**CLOSING DATE**

4. This agreement shall be completed on or before March 31<sup>st</sup>, 2022 (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**

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**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 March, 2022.

Dated at Amherst, in the Province of Nova Scotia this \_\_\_\_\_ day of March, 2022.

TOWN OF AMHERST (Purchaser)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
PER: DAVID KOGON, Mayor

**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 \_\_\_\_\_, Truro, Nova Scotia this \_\_\_\_\_ day of March, 2022

SLIVA TECH LTD.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mike KENNEDY (Vendor)

# AGREEMENT OF PURCHASE AND SALE

Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Nova Scotia Real Estate Trading Act.  
The NSREC is the regulatory body for real estate in Nova Scotia

Total # of pages in this Agreement including all Schedules: 5

Agreement of Purchase and Sale Schedule(s): Is/are attached and form(s) part of this Agreement.

- Equipment
- Mini/Mobile Home
- Multi-Unit Residential Income Properties
- Resale Condominium
- Vacant Land
- Sale of Buyer's Property (SOBP)
- Water and Septic
- Other: Addendum schedule A

The Buyer The Town of Amherst c/o Jason MacDonald  
of Amherst

having personally viewed the following property  not having personally viewed the following property  other: \_\_\_\_\_

offers to buy from the Seller Kim Kelly

the property known as (civic address/ lot #) 2001-3 Beecham Road Amherst Head NB B4B 3Y2

(PID(s)/ Serial #) 25102534 in the County of Cumberland Province of Nova Scotia

(the Property), at a purchase price of Eighty-Two Thousand dollars (\$ 82,000.00 CDN)

on the following terms subject to provisions in clause 5.1 regarding HST.

## 1. Deposit

1.1. The Buyer submits \_\_\_\_\_ dollars (\$ \_\_\_\_\_) on or before the \_\_\_\_\_ day of \_\_\_\_\_ 2022 payable to:

*(This section is crossed out with a red line)*  
in trust, as a deposit to be held pending completion or termination of this Agreement and to be credited towards the purchase price on completion. Balance of purchase price to be paid on closing or as otherwise stated in this Agreement. If the deposit is not delivered as specified, the Seller shall be at liberty to declare this Agreement null and void.

1.2. It is understood and agreed that if the Buyer does not complete this Agreement in accordance with the terms thereof, the Buyer shall forfeit the deposit, in addition to any other claim which the Seller may have against the Buyer for the Buyer's failure to complete. If the deposit is being returned to the Buyer, in accordance with the terms of this Agreement, it shall be done without interest or penalty (unless otherwise specified). It is agreed by the Buyer and the Seller that the release of the deposit from the brokerage trust account is subject to the applicable NSREC By-laws.

1.3. The Buyer and Seller agree that any deposit held in trust by the Brokerage per clause 1.1, that is in excess of the remuneration (including HST) due to that Brokerage on closing of the transaction, shall be transferred to the Seller's lawyer's trust account once conditions unrelated to title have been met. These funds shall remain in the Seller's lawyer's trust account until closing.

## 2. Closing and Conveyance

2.1. This Agreement shall be completed on or before the 31 day of March, 2022 (the closing date). Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided as follows:  
Subject to tenancy of Kyle Allen (camp owner)

2.2. The Seller shall use best efforts to have the Property clean and vacant, subject to the provisions of 2.1, for the Buyer's pre-closing viewing by 9 a.m. on the date outlined in clause 2.1.

2.3. All lands, buildings, fixtures and all other property being purchased hereby shall remain at the risk of the Seller. The Seller shall be responsible to keep the Property insured until closing. In the event of damage to the Property, the Buyer, having been advised of the insurance policy details, may either agree to accept the proceeds of the insurance and complete the purchase, or may terminate this Agreement and the deposit shall be returned to the Buyer (not applicable to Resale Condominium Schedule - see clause 4 of the Schedule).

2.4. Interest, rentals, leases, taxes, rates and fuel on the premises are to be adjusted to the closing date. The cost of municipal improvements, betterment charges and capital charges for utility or municipal services completed as of the date of this Agreement, whether billed or not, are to be paid by the Seller on or before the closing date unless otherwise stated.

2.5. The conveyance of the Property, which is the subject of this Agreement, shall be by Estate Deed (or general conveyance, if a mini/mobile home), drawn at the expense of the Seller, to be delivered on payment of the purchase price on the closing date. The Property is to be conveyed free from encumbrances, except for any easements, registered restrictions or covenants that do not materially affect the enjoyment and use of the property (not applicable to Resale Condominium Schedule - see clause 3 of the Schedule).

BUYER'S INITIALS: JM / OFFER DATE: January / 31 / 2022  
SELLER'S INITIALS: \_\_\_\_\_ /

DocuSign Envelope ID: D98A997C-F2FF-4EC2-8C20-A1738A48723F  
PURCHASE OF FURNITURE AND SALE

NSREC FORM 408 | APPROVED 01/03/2022 (3) | PAGE 2 OF 3

PROPERTY: Lot 2022-3 Beecham Road

Amherst Head NB B4E 3Y2

BUYER: The Town of Amherst

c/o Jason MacDonald

**3. Seller's Obligations**

3.1. The Seller shall provide the Buyer or the Buyer's Agent with a copy of the following on or before the 18th day of February, 2022 (check the applicable boxes):

- Property Disclosure Statement
- Any restrictive covenants that may affect the Property
- Equipment Schedule, if not attached, and all related contracts
- Location certificate and/or survey, if available, without representations or warranties
- Other: See Addendum Schedule "A".
- Other: \_\_\_\_\_

6.2. The following chattels, as viewed on the Property by the Buyer on the date in clause 6.1 and owned by the Seller, shall remain with the Property and be included in the purchase price and shall be conveyed to the Buyer in good working order, free and clear of encumbrances, on the date of closing:

- Fridge  <sup>DS</sup> Stove  Washer  Dryer  Freezer
- Microwave  Dishwasher  Other: \_\_\_\_\_
- Other: \_\_\_\_\_  Other: \_\_\_\_\_

**4. Buyer's Conditions**

4.1. This Agreement is subject to the Buyer, at the Buyer's expense, securing, conducting or reviewing the following on or before the 18th day of February, 2022 (check the applicable boxes):

- Property Disclosure Statement
- Any restrictive covenants that may affect the Property
- Equipment Schedule, if not attached
- Financing
- Property Inspection(s)
- Insurance
- Other: Appraisal at the buyers expense.
- Other: See Addendum Schedule "A"

The Buyer shall provide the Seller or the Seller's Agent, on or before 6 P.M. Atlantic Time on the date specified above, with Form 408 confirming that all conditions identified in this clause are satisfied and now waived. If the Buyer fails to provide the required form this Agreement shall be deemed terminated. If the Buyer determines, prior to the condition date, that they are not satisfied the Buyer may terminate this Agreement. The deposit shall be returned to the Buyer subject to the applicable NSREC By-laws.

4.2. The Seller agrees to provide all reasonable assistance and access to the Buyer to allow completion of the above investigations and inspection(s) outlined in clause 4.1 and any schedule(s) attached to this Agreement.

**5. Harmonized Sales Tax (HST)**

It is the Seller's responsibility to determine whether the proposed transaction is subject to HST pursuant to the Excise Tax Act.

5.1. The Seller has determined that the Property is (check one of the following):

- Exempt from HST
- Partially subject to HST; included in purchase price
- Partially subject to HST; over and above purchase price
- Subject to HST; included in purchase price
- Subject to HST; over and above purchase price

5.2. If the conveyance contemplated by this Agreement is exempt or partially exempt from HST the Seller agrees to provide the Buyer, on or before the closing date, a certificate in a form reasonably satisfactory to the Buyer certifying that the conveyance contemplated by this Agreement is exempt from HST.

5.3. If the conveyance contemplated by this Agreement is subject to HST, then the HST shall be remitted in accordance with the applicable legislation.

**6. Fixtures and Chattels**

6.1. All fixtures attached to the Property as viewed on the 20 day of February, 2022 are to remain with the Property and shall be included in the purchase price.

**7. Additional Conditions**

**8. Lawyer Review**

8.1. This Agreement is subject to the review by both the Buyer's and the Seller's lawyers, acting reasonably with respect to wording and content within the Agreement. This review shall be deemed to have been acceptable to both parties, unless the other party or their Agent is notified to the contrary, in writing, on or before the 18th day of February, 2022

If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

**9. Property Migration**

9.1. It is agreed and understood that (choose a or b):

- a)  the Property title has been migrated to the Land Registration System at the date of this Agreement.
- OR
- b)  the Property title has not been migrated to the Land Registration System at the date of this Agreement, and the Seller agrees, at the Seller's expense, to do so at least seven (7) business days prior to closing.

**10. Title Investigation**

10.1. This Agreement is subject to the Seller's lawyer, at the Seller's expense, providing the Buyer's lawyer with the PID(s) for the Property within ten (10) business days of acceptance of this offer.

If the migration process requires the assignment of additional PID(s), those PID(s) shall be provided to the Buyer at the time of notification that the migration is complete.

10.2. The Buyer, at the Buyer's expense, shall be allowed five (5) business days to investigate title to the Property after receipt of the PID(s), or if the Property has not been migrated as of the date of this Agreement, five (5) business days after receiving notification that the migration is complete.

If within that time frame any valid objection to title is made, in writing, to the Seller and which the Seller is unable or unwilling to remove and which the Buyer shall not waive, this Agreement shall become null and void and the deposit shall be returned to the Buyer.

OFFER DATE: January / 31 / 2022

Conditions are owned and controlled by The Canadian Real Estate Association (CREA) and should not be used unless you are a member of CREA (REALTOR) and/or the quality of services they provide (A.B.T.) listed above.

BUYER'S INITIALS: JM

SELLER'S INITIALS: \_\_\_\_\_



DocuSign Envelope ID: D90A997C-F2FF-4EC2-8C2D-A1738A48723F

nova scotia real estate

COMMISSION

# ADDENDUM SCHEDULE "A"

Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Nova Scotia Real Estate Trading Act. The NSREC is the regulatory body for real estate in Nova Scotia.

NSREC APPROVED  
12/14/2017  
FORM 428  
PAGE 1 OF 1

Attached to and forming part of:

- The Agreement
- Counter Offer
- Amendment
- Other: \_\_\_\_\_

Seller: Kim Kelly

Buyer: The Town of Amherst

c/o Jason MacDonald

Relating to the Property known as:

Lot 2002-3 Beecham Road

Amherst Head

NB B4M 3Y2

PID(s)/ Serial #: 25102534

## 1. Terms and Conditions


1.1. The Agreement is further subject to the following terms and conditions:

- a) Subject to the vendor reaching an agreement with Kyle Allen (camp owner) to remove the camp and his belongings on or before June 30, 2022.
- b) There shall be a hold-back of \$10,000.00 (ten thousand dollars) to be held in trust with the purchaser's lawyer upon closing which shall be released to the vendor upon the removal of the camp and belongings. A site inspection may be completed by the purchaser prior to the release of the deposit.
- c) This offer is subject to Amherst Town Council's approval on or before ~~February 10, 2022~~ March 1, 2022.

*JK*

February 1, 2022 | 11:

DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

 Creators are owned and controlled by The Canadian Real Estate Association (CREA) and merely use their professional and are members of CREA (REALTOR®) under the quality of services they provide (S.A.S.) (and under license).

BUYER'S INITIALS: *JK*

SELLER'S INITIALS: \_\_\_\_\_

CREA WEBForms® July 2018



## 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-

RODNEY MICHAEL GRAY AND PAMELA VIOLET GRAY, 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 138 Church Street being PID 25014093, and 21 Davison Street being PID 25017609 in Amherst, Nova Scotia (the "Property") for a sum of Seven Thousand and Three-Hundred Dollars (\$7,300.00) plus any applicable HST, 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 138 Church Street being PID 25014093, and 21 Davison Street being PID 25017609 Pleasant Street, Amherst, Nova Scotia.
3. Within six (6) months after the Closing Date the Purchaser shall consolidate the Property with lands located at 136 Church Street being PID 25014085 at the expense of the Purchaser.
4. The purchaser acknowledges and agrees that portions of the property are located within the boundaries of a Flood Plain Zone where development is prohibited and further that flooding of the adjacent Dickey Brook may extend beyond the boundaries of said zone.

### DEPOSIT

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

### CLOSING DATE

6. This agreement shall be completed on the \_\_ day of \_\_\_\_\_, 2022 (the "Closing Date").

Upon completion, possession of the property shall be given to the Purchaser.

#### **TITLE**

7. 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**

8. 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**

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

#### **HST CERTIFICATE**

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

#### **TENDER OF DOCUMENTS AND CHEQUE**

11. 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**

12. 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**

13. 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**

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

context.

**ACCEPTANCE DATE**

15. This offer shall be open for acceptance until 1:00pm on the \_\_\_ day of \_\_\_\_\_, 2022.

Dated at Amherst, in the Province of Nova Scotia this \_\_\_\_ day of February, 2022

**RODNEY MICHAEL GRAY AND PAMELA VIOLET  
GRAY (Purchaser)**

Per:

\_\_\_\_\_

Witness

\_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_

**VENDOR'S ACCEPTANCE OF OFFER**

16. 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

\_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_