

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: May 23, 2023
Time: 6:00 pm
Location: Council Chambers, Town Hall

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

Staff Present
 Jason MacDonald, Chief Administrative Officer
 Dwayne Pike, Chief, Police Services
 Greg Jones, Director, Fire Services
 Andrew Fisher, Director, Planning & Strategic Initiatives
 Sarah Wilson, Director, Finance
 Sharon Bristol, Director, Community Living
 Kim Jones, Director, Corporate Communications & IT
 Natalie LeBlanc, Municipal Clerk
 Cindy Brown, Administrative Assistant

Staff Absent
 Aaron Bourgeois, Director, Operations
 Krista Crossman, Director, HR & Customer Service

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 Emery
To approve the agenda with the addition of 4.13 CAO Salary Adjustment.

Motion Carried

 - 3.2 **Approval of Minutes**
 - 3.2.1 **April 24, 2023**
Moved By Deputy Mayor Landry
Seconded By Councillor Chambers
To approve the minutes of the April 24, 2023 meeting of Council as included in the agenda package.

Motion Carried

4. **REQUESTS FOR DECISION**
 - 4.1 **Community Support Grants**
 Deputy Mayor Landry and Councillor Emery both declared conflicts of interest and removed themselves from the table for the discussion and vote on this item.
Moved By Councillor Fawthrop
Seconded By Councillor Davidson

That Council approve funding in the amount of \$137,094 under the Community Support Grants Policy and Social Equity Fund as follows:

Organization/Applicant	Amount Approved
Amherst Little League	2,500.00
Cumberland County Transition House	10,000.00
Food Assistance Network	5,000.00
Seniors Safety program	8,700.00
Sexual Health Centre	4,000.00
Maggie's Place	33,750.00
MITACS Funding	10,559.00
Terry Fox Foundation	100.00
LA Animal Shelter	500.00
Fibre Arts Festival	2,000.00
Amherst Curling Club	800.00
Multicultural Association	600.00
CANSA	1,000.00
Amherst Scarefest	1,500.00
Border Town Biker Bash	10,000.00
Cumberland Acadian Society	2,000.00
Amherst Little League	750.00
Amherst Striders	500.00
Amherst and Area Heritage Trust	835.00
Amherst Little League	10,000.00
Fundy Winds Society	4,000.00
Eat Local Cumberland	1,500.00
Eat Local Cumberland	3,500.00
Showcase productions	1,000.00
After the School Bell Program	5,000.00
Claire Christie (Heritage Trust)	2,000.00
NSCC grant	15,000.00

Motion Carried

4.2 Accessibility Advisory Committee Citizen Appointment

Moved By Councillor Fawthrop

Seconded By Councillor Emery

That Council appoint Justin McKay to the Accessibility Advisory Committee effective May 23, 2023 to March 31, 2024.

Motion Carried

4.3 Afghanistan Memorial MOU

Moved By Councillor Emery

Seconded By Councillor Davidson

That Council approve of the Memorandum of Understanding between the Royal Canadian Legion Branch 10, Amherst, and the Town of Amherst and authorize the CAO to sign on the Town's behalf.

Motion Carried

Memorandum of Understanding

THE TOWN OF AMHERST
(Hereinafter referred to as "the Town")

Royal Canadian Legion Branch 10, Amherst, NS

AND
(Hereinafter referred to as "the Legion")

The Town and the Legion have cooperated in the design of a Veterans Memorial space beside Town Hall at the corner of Victoria and LaPlanche Streets which will contain a memorial to Afghanistan Veterans. This space is also currently home to the Highlanders Mural and the Vimy Ridge Oak.

Both the Town and the Legion endeavor to create and utilize this site for honoring our veterans in a safe, respectful and inclusive manner.

WHEREAS it is the mutual objective of the Town of Amherst and the Legion to continue a positive working relationship in regards to the continued development and operation of the site:

1. The Legion agrees that the site should be integrated into the Town’s recreation plan to achieve maximum usage of the site’s facilities including daily scheduling and annual open and closing.
2. The Town will maintain the site as per the standards, policies and procedures established by the Town for all properties within the Town Park system. For clarity this will include:
 - a. Maintenance of the walkway, green space, flowers and trees;
 - b. Security and lighting;
 - c. The Town shall make every reasonable effort to generally utilize the site for activities which respect, promote and facilitate honoring our veterans.
3. The Town at their sole discretion may install equipment or apparatus for the use of the public on the site. This may include both passive and active uses. Such uses shall be in keeping with the overall respectful nature of the site.
4. The Legion shall be responsible for the maintenance of the Afghanistan Memorial monument.
5. The Town shall pay the property taxes on the property.
6. The Town may permit, erect, or place other monuments honoring other veteran groups, first responders, or other such groups, either in partnership with the Legion or otherwise.
7. The Town will receive and address any and all public complaints or issues that may arise.
8. Communication with the Legion shall be via the Legion President or designate. Communication with the Town shall be via the Facility Manager of the Town of Amherst.
9. This MOU shall be in effect in perpetuity, unless either party to the agreement provides three month’s notice to exit the agreement.

This Memorandum of Understanding reflects an agreement between the Town of Amherst and the Royal Canadian Legion Branch 10, Amherst, Nova Scotia.

Dated this ___ day of _____, 2023.

SIGNED, SEALED AND DELIVERED)))))))))	Town of Amherst _____ Jason MacDonald, CAO Royal Canadian Legion Branch 10, Amherst _____
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**4.4 Territorial Acknowledgement Policy
 Moved By Councillor Davidson
 Seconded By Deputy Mayor Landry
 That Council approve of the new Territorial Acknowledgement Policy
 10350-33.**

Motion Carried

TITLE: Territorial Land Acknowledgement
SECTION: Executive Office
POLICY NO: 10530-33

APPROVAL DATE:

CAO Signature: _____

PURPOSE

This policy will provide a corporate Territorial Acknowledgement and an overview of when it should be used relative to Town of Amherst committee meetings and events.

POLICY

The Territorial Acknowledgement will be placed on the agenda following the Call to Order of all Town of Amherst Council and Committee meetings agendas.

The Territorial Acknowledgement will also be read at Town of Amherst events where the public is being formally addressed.

The Town of Amherst Territorial Acknowledgement will read as follows:

"I would like to acknowledge that our gathering today is taking place in (MEEG-MA-GEE), the traditional, unceded and ancestral territory of the Mi'kmaw people. I would also like to acknowledge that Nova Scotia has another unique people. These are the Indigenous Blacks of Nova Scotia whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people."

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Clerk	Ensure policy is kept up to date and added to all Committee meeting agenda templates.
All Staff	Ensure the Territorial Acknowledgement is made at any events where the public is formally addressed.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
New Policy	Clerk, LeBlanc	Council	

4.5 Maintenance of Grass Bylaw Amendments Second Reading

Moved By Councillor Baker

Seconded By Councillor Emery

That Council give second reading of the bylaw to amend the Maintenance of Grass Bylaw D-21.

Motion Carried

TITLE: MAINTENANCE OF GRASS BYLAW
SECTION: OPERATIONAL SERVICES
BYLAW NO: D-21

APPROVAL DATE:

CAO Signature: _____

1. SHORT TITLE

(1) This Bylaw shall be known as Bylaw Number D-21, and may be cited as the "Grass Maintenance Bylaw."

2. PURPOSE

(1) The purpose of this Bylaw is to ensure any grasses between a sidewalk and curb or the edge of the road are maintained at a reasonable height such that the height of the grass is not unsightly or pose a public safety hazard.

3. DEFINITIONS

(1) In this Bylaw:

- (a) "Public Safety Hazard" means obstructions to pedestrians, cyclists and motorized vehicles and sight restrictions along sidewalks and streets.
- (b) "Grass" means any lawns, grasses and or weeds.

4. MAINTENANCE OF GRASS

(1) Owners of properties with sidewalk frontage shall maintain any grass between the sidewalk and the curb or edges of the street in a closely clipped manner and to a height not greater than 6" (0.15m) and shall keep such areas in good order including raking and removal of grass as necessary.

5. PENALTY

(1) Any person who commits an offence under this bylaw is liable upon summary conviction to a penalty of not less than one hundred dollars and not more than ten thousand dollars. Every day during which an offence pursuant to this bylaw occurs is a separate offence.

For Administrative Use Only

Maintenance of Grass Bylaw D-21 Adoption	
First reading:	
Notice of Publication:	
Second Reading and Enactment:	
Final Publication:	
Notice to Service Nova Scotia & Municipal Relations:	

VERSION LOG

Bylaw Owner	Amendment Description	Council Approval Date
Director of Operations, Bourgeois	Minor housekeeping items to help provide clarity and interpretation of the bylaw and for the format of the bylaw to be consistent other bylaws and policies that have recently been revised.	

**4.6 Ballfield User Policy Repeal
 Moved By Councillor Chambers
 Seconded By Councillor Fawthrop
 That Council repeal the Ballfield User Policy 72300-01.**
Motion Carried

**4.7 Expense Reimbursement Policy Amendments
 Moved By Councillor Emery
 Seconded By Councillor Chambers
 That Council approve of the proposed amendments to the Expense Reimbursement Policy # 3000-07.**
Motion Carried

TITLE:	Expense Reimbursement Policy
SECTION:	Corporate Services
POLICY NO:	03000-07

APPROVAL DATE: _____ **CAO Signature:** _____

PURPOSE

1. This policy safeguards the appropriate use of municipal funds through the establishment of uniform standards and procedures respecting reimbursement of expenses incurred by Council members, the Chief Administrative Officer ("CAO"), and Town of Amherst employees, Committee members and Commissioners in relation to Town of Amherst business.

APPLICATION**SIGNING AUTHORITY:**

2. The following are the Signing Authorities for the positions referred to, and shall be responsible for administering this policy with respect to the individuals in those positions:

Position	Signing Authority
Mayor	CAO / Designate
Members of Council & CAO	Mayor / Designate
Town Employees	Director or CAO / Designate
Committee member or Commissioner	CAO / Designate

3. A Signing Authority may designate a second signing authority in their absence. The designation of a secondary signing authority shall be in writing and shall state the name and position of the designate.
4. A Signing Authority is prohibited from authorizing expenses incurred on their own behalf.

INDIVIDUAL RESPONSIBILITIES

5. Everyone who incurs an expense in relation to Town business is responsible for:
- (1) Familiarizing themselves and complying with the provisions of this policy;
 - (2) By April 1 of each year signing an acknowledgment document certifying that they have reviewed this policy and sought all clarifications necessary for a complete understanding of its provisions and their responsibilities pursuant to it. Failure to sign this acknowledgement document annually will disqualify the individual from claiming expenses for reimbursement under this policy until the document has been signed for that year.
 - (3) Completing and submitting expense claims with necessary supporting documentation;
 - (4) Exercising reasonable diligence and are incurring expenses prudently and responsibly; and
 - (5) With respect to travel, cancelling reservations as required, safeguarding travel advances and funds provided, and considering alternatives to travel such as teleconferencing and videoconferencing.

PERMITTED EXPENSES

6. Subject to and in accordance with this policy, the following expenses incurred by a member of Council, the CAO or a Town employee, Committee member or Commissioner are eligible for reimbursement:
- ~~(1) Authorized travel within Nova Scotia, including transportation, accommodation and meal costs;~~
 - ~~(2) Pre-approved out-of-province travel, including transportation, accommodation and meal costs;~~
 - ~~(3) Approved training or continuing education costs.~~
 - (4) Pre-approved travel including transportation, accommodation, meal costs and training or continuing education costs.

AUTHORIZED TRAVEL

7. Council members shall be reimbursed for the reasonable expenses incurred in attending:
- (1) Conferences and professional development authorized by Policy 10350-26 Council Conference Attendance and Professional Development;
 - (2) Meetings or conferences at which the Council member's attendance is authorized or requested by Council;
 - (3) A meeting of any Board, Commission, Committee or other organization to which the Council member has been appointed by Council, except that no reimbursement shall be provided by the Town if the Council member is entitled to reimbursement of expenses directly from the applicable organization;
 - ~~(4) In the case of the Mayor and Deputy Mayor or Designate, attendance at functions, meetings or conferences involving less than \$200 in reimbursable expenses in respect of which one or more municipal representatives has been invited or requested or would otherwise reasonably be expected to attend, unless Council has specifically directed the Mayor or Deputy Mayor or Designate not to attend;~~
If the Mayor or Deputy Mayor are invited to attend a function, meeting or conference on behalf of the Town, and if reimbursable expenses are less than \$500, pre-approval by Council will not be required.
 - ~~(5) In the case of a Councillor, attendance on behalf of the Town at a function identified in the previous subsection of this policy, involving less than \$200 in reimbursable expenses provided that such attendance is either at the request of the Mayor or Deputy Mayor to attend in lieu of the Mayor or Deputy Mayor; and~~
If a Council member attends a function, meeting or conference on behalf of the Town, and if reimbursable expenses are less than \$500, pre-approval of Council will not be required if:
 - a) At the request of the Mayor or Deputy Mayor to attend on their behalf;

- b) At the request of the Mayor or Deputy Mayor to attend as a Council member who has a special interest in, or connection with the subject of the meeting or conference or because of special knowledge and experience of the Council member relative to the subject of the meeting or conference; and
 - (6) A training or continuing education event in accordance with the provisions of this policy concerning training and education.
8. The CAO shall be reimbursed for the reasonable expenses pursuant to the CAO's employment contract.
9. An employee of the Town of Amherst, Committee member or Commissioner shall be reimbursed for the reasonable expenses, if pre-approved, incurred:
- (a) In the carrying out of the duties and responsibilities associated with their employment and duly authorized by the Director and/or CAO on the Prior Approval Form;
 - (b) For meetings, conferences, or professional development events at which the attendance of the employee, Committee member or Commissioner is authorized or is requested by the CAO;
 - (c) For attendance at a meeting of any Board, Commission, Committee or other organization to which the employee has been appointed, except that no reimbursement shall be provided by the Town of Amherst if the employee, Committee member or Commissioner is entitled to reimbursement of expenses directly from the applicable organization; and
 - (d) At a training or continuing education event in accordance with the provisions of this policy concerning training or education.

TRAVEL OUTSIDE OF THE MARITIMES ~~OUT-OF-PROVINCE TRAVEL~~

Travel Outside of the Maritimes means travel outside of Nova Scotia, New Brunswick and Prince Edward Island.

10. All requests for ~~travel outside of the Maritimes out-of-province travel~~ shall be made in writing and shall contain the following information:
- (a) The purpose and duration of the trip;
 - (b) The location(s) to be visited;
 - (c) The dates and times of arrival and departure;
 - (d) Any pre-paid transportation, meals, or accommodation; and
 - (e) Any other anticipated expenses.
11. All requests for ~~travel outside of the Maritimes out-of-province travel~~ by Council members shall be reviewed by the CAO, Mayor or Designate who shall consider the necessity of travel based on the information provided.
12. All ~~travel outside of the Maritimes out-of-province travel~~ by the CAO, other than that pursuant to the employment contract, shall be reviewed by the Mayor or Designate who shall follow the same guidelines established for Council members.
13. If a request for ~~travel outside of the Maritimes out-of-province travel~~ is approved, and the Claimant (not Town of Amherst) pays all or some of the expenses for the travel, the Claimant will be eligible for reimbursement of those expenses after submitting an expense claim in accordance with this policy.
14. All requests for ~~travel outside of the Maritimes out-of-province travel~~ by Town of Amherst employees, Committee members or Commissioners shall be reviewed by the CAO, who shall follow the same guidelines established for Council members.

LIMITS ON REIMBURSEMENT OF EXPENSES

15. Notwithstanding any other provision of the policy, the following limits shall apply to the reimbursement of expenses:
- (1) Subject to payment of per diem, a claimant shall only be reimbursed for costs that they have incurred;
 - (2) The expenses of a Council member for political activity associated with election or re-election is not reimbursable by the Town of Amherst;
 - (3) Airplane travel shall be booked by Town of Amherst staff or shall only be reimbursed at the lowest rate which would have been available if Town of Amherst staff had booked the airfare. Reasonable costs for airport improvement or similar fees and luggage shall be reimbursed at actual costs.
 - (4) Accommodation costs shall be reimbursed at actual costs. Government rates should be obtained whenever possible. Hotel upgrades shall be at the personal expense of the Claimant unless there are ergonomic necessities attributable to physical requirements included, but not limited to, wheel chair accessibility;
 - (5) Reimbursement for meals shall not exceed the per diem meal amounts set out in this policy, except in the case of ~~travel outside of the Maritimes out-of-province travel~~, in which event the

- applicable Signing Authority may authorize reimbursement of meals expenses at a comparable standard. Reimbursement for meals shall not be claimed in respect of meals that are included as part of registration fees for conferences or seminars;
- (6) The cost of any alcoholic beverages shall not be reimbursed;
 - (7) Fees, deposits, interest and surcharges incurred on a personal credit card shall not be reimbursed;
 - (8) When personal and Town of Amherst travel is combined, only documented expenses directly related to the Town of Amherst portion are reimbursable. Extended travel time and related expenses are at the traveler's own expense;
 - (9) Reimbursement shall not be provided for loss of personal effects; for medical and hospital treatment; for purchase of luggage, clothing and other personal equipment; or for personal services such as shoe shines, valet services, dry-cleaning, laundry, haircuts and other personal services;
 - (10) There shall be no reimbursement of travel and related expense for individuals other than a Council member, the CAO, or an employee, Committee member or Commissioner of the Town of Amherst;
 - (11) There shall be no reimbursement for travel by a Council member within the Town of Amherst because such travel is deemed to be included in the monthly vehicle allowance.
 - (12) If a personal vehicle is used in lieu of airplane travel, reimbursement will be based on the lesser of the lowest airfare rate which would have been available had the flight been booked by Town of Amherst staff or the kilometrage reimbursement.
 - (13) Hotel services including room service and video rentals shall not be charged to the room.

TRAVEL ADVANCES

16. Advances are not routinely approved. The following limits shall apply to the use of advances:

- (1) All advances must be approved by the CAO;
- (2) Advances will only be issued where an overnight stay is required;
- (3) Advances will not be made for less than \$200;
- (4) The CAO must not approve an advance unless the CAO is satisfied that there is a reasonable need for the advance;
- (5) Upon completion of the travel for which an advance has been made, the recipient must complete an expense claim in relation to the travel costs that reconciles the amount of the advance with the actual reimbursable expenses incurred. The recipient must repay any part of the advance owing to the Town of Amherst within 10 days of completing the travel.

USE OF TOWN OF AMHERST CREDIT CARDS

17. Town of Amherst credit cards, in respect of travel expenses, shall only be used for parking, accommodations, airfare, vehicle rentals and event registration fees. Town of Amherst credit cards shall not be used for tolls or per diem meal allowances.

PER DIEM MEAL ALLOWANCES

18. For each day or part day when overnight accommodation forms part of an authorized expense, the Claimant shall be paid a meal allowance for each meal for which the Claimant is required to pay, in the amounts authorized ~~from time to time~~ as per diem meal allowances ~~by the Province of Nova Scotia~~ ~~OR~~ in the amount of ~~\$15~~ ~~\$42~~ for breakfast, ~~\$20~~ ~~\$47~~ for lunch, and ~~\$30~~ ~~\$26~~ for supper. This allowance includes gratuities and taxes.
19. Claimants whose religious beliefs or medical requirements prohibit them from consuming certain foods should be aware the appropriate meals can normally be obtained from caterers, provided that adequate notice of a special requirement is given. Should special dietary requirements negate the ability to participate in a meal that is provided free of cost, and as a result the Claimant must pay for a meal, they shall be paid a meal allowance for that meal.

KILOMETRAGE

20. The kilometrage allowance reimbursed for Claimants using personal vehicles for authorized travel shall be at the rate stipulated from time to time by the Province of Nova Scotia as the maximum kilometrage rate for its employees.
21. Where several Council members, the CAO, and/or employees, Committee members or Commissioners of the Town of Amherst, or any combination thereof, attend the same meeting, conference, or function, each shall make reasonable efforts to share a vehicle.

VEHICLE RENTALS

22. The cost of rental of a vehicle shall be a reimbursable expense in instances where:

- (1) Reasonable ground transportation services such as public transit, taxis or hotel shuttles are unavailable; or
 - (2) Two or more Council members, the CAO, and/or employees, Committee members or Commissioners of the Town of Amherst or any combination thereof, are traveling together, and it is more economical than the combined cost of other reasonable ground transportation.
23. Compact, economical vehicles must be used unless three or more persons are travelling together, the bulk or weight of goods being transported necessitates a larger vehicle or a compact, economical vehicle is unavailable.
24. For the protection of the Claimant and the Town of Amherst, Claimants must ensure that adequate insurance (collision, comprehensive and third-party liability insurance) is in place for all drivers by either renting the vehicle using a personal credit card with an insurance option, or by purchasing a policy from the rental agency. The applicable deductible must be the lowest available given the coverage described above.

EXPENSE CLAIMS

25. Expense claims must be submitted on the form provided ~~from time to time~~ by the Town of Amherst and shall be signed by the Claimant.
26. The business reason for each expense must be submitted with all expense claims and a detailed itemized receipt is required for all expense claims except:
- (1) Claims for per diem meal allowances;
 - (2) Tolls and parking **under \$10 only**; and
 - (3) Claims for personal vehicle kilometrage for authorized travel.
27. If no receipt is available, a written attestation signed by the Claimant must be submitted to explain why the receipt is unavailable, and a description itemizing and confirming the expenses must be provided. Debit or credit card transaction records are not acceptable as receipts.
28. Expenses incurred by one individual on behalf of another must be attributed to the individual for whom those expenses were incurred.
29. No expense claim shall be paid unless the claim is first approved for payment by the Signing Authority who has authority to approve the claim. Before approving an expense claim, a Signing Authority must ensure that:
- (1) The claim is consistent with policy;
 - (2) The expenses claimed were necessarily incurred in the performance of municipal business;
 - (3) Appropriate receipts are provided to support the claim, and the claim documentation is appropriately filed; and
 - (4) The expenses claimed have appropriate justification.
30. In considering an expense claim for payment, a Signing Authority may request additional explanations, documentation or justification from the Claimant, and may refuse to approve any claim or expense that the Signing Authority decides is unreasonable or not in compliance with this policy.
31. The use of petty cash to pay an expense claim is prohibited.

TIMEFRAME

32. A claim for reimbursement of an expense shall be submitted for approval within thirty (30) days of the expense being incurred.
33. Expenses must be submitted and charged to the year in which they occurred. Expenses cannot be carried forward to future years.

FRAUD, MISUSE OR MISAPPROPRIATION OF MUNICIPAL FUNDS

34. Fraudulent irregularity, misuse or misappropriation of Town of Amherst funds may result in disciplinary action up to and including termination of employment.
35. Suspicious activity and potential misuse of funds must be reported immediately to the CAO. If such activity relates to the CAO it must be reported immediately to the Mayor.

REPORTING REQUIREMENTS

36. Pursuant to section 65D of the *Municipal Government Act*, the CAO shall ensure that the Municipality does the following:

- (1) within 90 days of the end of each fiscal quarter, prepares and posts an expense report on the Town of Amherst website for the Mayor, CAO (including an employee of the Town of Amherst delegated any of the responsibilities or powers of the CAO pursuant to subsection 29(b) of the *Municipal Government Act*) and each member of Council on their expenses regarding the following:
 - a. Travel and travel related expenses, including transportation, accommodation and incidentals;
 - b. Meals; and
 - c. Training and education.

- (2) On a monthly basis, posts the expense reports of each reportable individual on the Town of Amherst website on their expenses regarding the following:
 - a. Travel and travel related expenses, including transportation, accommodation and incidentals;
 - b. Meals; and
 - c. Training and education.

REVIEW REQUIREMENTS

- 37. The Town of Amherst Audit Committee shall review the expense annual summary report, relevant to section 36, by October 31st of each year.

- 38. By the January 31st immediately following a regular election held under the *Municipal Elections Act*, Council shall review this policy and, following motion by Council, either re-adopt the policy or amend the policy and adopt the policy as amended.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Finance	Ensure policy is reviewed by January 31 st following an election year.
Accounts Payable	Ensure all Expense Reimbursements submitted are per policy.
Council, CAO, Employees, Committee Members	Ensure policy is followed when claiming expense reimbursements.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Policy Review updates. Amend Out of Province Travel to Travel Outside of Maritimes, updated meal per diems. Other updates for clarity.	Director of Finance	Council	

Minutes reference date: March 25, 2019 November 26, 2018

February 24, 2020

4.8 Council Conference Attendance and Professional Development Policy Amendments
Moved By Deputy Mayor Landry
Seconded By Councillor Emery
That Council approve of the amendments to the Council Conference Attendance and Professional Development Policy.

Motion Carried

TITLE: Council Conference Attendance and Professional Development
SECTION: Executive Office
POLICY NO: 10530-33

APPROVAL DATE:

CAO Signature: _____

PURPOSE:

To set out policy and guidelines for effective professional development for the Mayor and members of Council to ensure proper representation at national and provincial conferences and to allow a fair and equitable schedule for participation at these conferences by the members of Council, including the Mayor. **In addition, the policy will also provide for appropriate professional development for the Mayor and members of Council.**

POLICY STATEMENT:

1. Staff will prepare a list of known conferences and professional development opportunities for Council, including locations, ~~in December for the following year~~ **as information becomes available**. Typically, this would include Federation of Canadian Municipalities (FCM) annual conference, ~~Union of Nova Scotia Municipalities (UNSM)~~ **Nova Scotia Federation of Municipalities (NSFM) spring conference workshop**, ~~UNSM~~ **NSFM fall conference**, ~~Nova Scotia Planning Directors Association (NSPDA) conference,~~ **the Atlantic Mayors' Congress**, the Canadian Association of Police Governance (CAPG) conference, and the joint conference of the Nova Scotia Chiefs of Police Association (NSCPA) and Nova Scotia Association of Police Governance (NSAPG).
2. Members of Council will submit **conference attendance** requests to ~~the Clerk~~ **attend conferences by January 15th of each year**. Staff will **compare these requests to the approved attendance in Section 3 of this policy and advise Council accordingly**. ~~use the submissions to develop a draft annual conference / training plan for Council and advise Council of the existing professional development budget allotment.~~
3. To ensure adequate representation and appropriate opportunities for Mayor and members of Council to attend, the following maximum numbers will apply **and will be included in the annual operating budget**:
 - a. ~~UNSM spring workshop~~ **NSFM spring conference** – three members of Council;
 - b. ~~UNSM~~ **NSFM fall conference** – all members of Council;
 - c. FCM annual conference – three members of Council
 - d. **Atlantic Mayors' Congress – Mayor or Deputy Mayor**
 - e. ~~NSPDA conference – two of the three members of Council on the Planning Advisory Committee~~
 - f. CAPG national conference – one member of the Amherst Board of Police Commissioners, not necessarily a Council member
 - g. NSCPA/NSAPG fall conference – all three members of Council on the Amherst Board of Police Commissioners
4. In cases where more members of Council wish to attend an event than is permitted as per paragraph 3 above, Council shall determine which members will be authorized to attend.
5. All members of Council will be permitted to attend the ~~UNSM Spring Workshop~~ **NSFM spring conference** when it is in the Cumberland Region.
6. All members of Council will be permitted to attend the FCM Annual Conference when it is held in the Maritime Provinces.
7. Each member of Council will be provided the opportunity to attend at least one FCM conference or conference other than those listed in paragraph 3 during their four-year term as long as the content of the conference supports the strategic direction of Council, and attendance has been approved by Council.
8. The Mayor may attend one conference other than those listed in paragraph 3 per year.
9. Members of Council wishing to attend other conferences or workshops, ~~including but not limited to those permitted~~ **included** in paragraph 3, will submit the request to ~~the CAO who, together with the Mayor, will determine the appropriateness of the request and recommend approval, or not, to Council for approval who shall make the final decision.~~ **Members of Council wishing to take educational courses or other learning opportunities not listed in this policy will submit the request to Council for approval.**

- 10. Where budget allows, the Town will support members of Council interested in participating in the UNSM NSFM / AMA Leadership Education Modules. **Information on these modules will be provided to Council by the Clerk as it becomes available.**
- 11. For all members of Council attending a conference or workshop on behalf of the Town of Amherst, a brief written report describing the purpose and results achieved must be submitted to Council for information within 60 days of the date of the conference or workshop.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Clerk	Adhere to the requirements of the policy.
Mayor / Council	Approve requests for additional learning opportunities as per Section 11 of the policy.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
1. Housekeeping amendments to reflect current names of current Boards.	Clerk, LeBlanc	Council	
2. Add Section 11 to include additional learning opportunities.			

Minutes reference date: 24 April 2017

- 4.9 Fires and Burning of Materials Bylaw Amendments First Reading**
Moved By Councillor Baker
Seconded By Councillor Chambers
That Council give first reading of the bylaw to amend the Fires and Burning of Materials Bylaw C-7.

Motion Carried

- 4.10 Taxi Bylaw Amendments First Reading**
Councillor Baker declared a conflict of interest and removed himself from the table for the discussion and vote on this item.
Moved By Councillor Chambers
Seconded By Councillor Davidson
That Council give First Reading of the bylaw to amend to the Taxi Bylaw C-9.

Motion Carried

- 4.11 155 East Victoria Street Development Agreement First Reading**
Moved By Councillor Davidson
Seconded By Councillor Fawthrop
That Council refuse to enter into the development agreement for a 48-unit apartment building at 155 East Victoria Street due to the proposal not meeting the intent of policy RP-9 and/or A-5 of the Municipal Planning Strategy.

Against (2): Mayor Kogon, and Councillor Baker

Motion Carried

- 4.12 Blaine Street Purchase and Sale Agreement**
Moved By Deputy Mayor Landry
Seconded By Councillor Fawthrop

That Council approve the agreement of purchase & sale with Black Bay Real Estate Group to sell the town lands formerly known as Blaine Street for \$200,000 + HST, and the sale of a 305 m² portion of those lands for \$3,800 + HST to Jomar Holdings Ltd. to be consolidated with 103 South Albion Street, and authorize the Mayor and CAO to execute the agreements.

Motion Carried

AGREEMENT OF PURCHASE AND SALE

This Agreement made this _____ day of _____ 2023.

BETWEEN:

THE TOWN OF AMHERST, a municipal corporation, incorporated under the laws of the Province of Nova Scotia (hereinafter referred to the "Vendor").

AND

BLACKBAY REAL ESTATE GROUP, a body corporate, duly incorporated under the laws of the province of Nova Scotia, with head office at (hereinafter called the "Purchaser").

The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser the lands and premises located at Amherst, Nova Scotia, shown in the attached Schedule A as "**Subject Lands +/- 3.9 acres**" and being further identified as **PIDs 25036369, 25036070, 25036088, 25036096, 25036104, 25036112, 25036120, 25036138, 25040346, 25040353, 25036146, 25036153, 25036161, 25036179, 25036187, 25036195, 25035106, 25036203, 25036245, 25036252, 25036260, 25036278, 25036286, 25036294, 25036302**; and the lands formerly known as Blaine St, excepting therefrom a triangular portion, at the north west corner of Blaine Street, of an approximate area of 6600 square feet, (hereinafter called the "Property"), Upon the terms and conditions hereinafter contained:

PURCHASE PRICE

1. The Purchase Price shall be **Two Hundred Thousand ----- XX/100 (\$200,000.00) Canadian Dollars**, plus HST, payable on the following terms and conditions:
 - a) Within **five (5) Business Days** of the acceptance of this offer by the Vendor, the Purchaser shall pay a deposit in the amount of **Five Thousand ----- XX/100 (\$5,000) Canadian Dollars**, to be held in trust pending the completion or other termination of this Agreement, and to be credited on the account of the Purchase Price on Closing without Interest.
 - b) The balance of the Purchase Price, subject to adjustments, as hereinafter set out, shall be paid on the closing date.

HARMONIZED SALES TAX

2. The parties covenant and agree that the Purchaser shall pay to the Vendor on closing all Harmonized Sales Tax payable as a result of this transaction and the Vendor shall remit such HST to the Receiver General for Canada when and to the extent required by the Act. The Purchaser shall provide a certificate on the closing confirming the matters noted in this Section including the Purchaser's HST registration number.

CONDITIONS IN FAVOUR OF THE PURCHASER

3. Within **Twenty (20) Business Days** of the acceptance of this offer by the Vendor, the Purchaser shall begin the process of applying to the Town of Amherst for a Development Agreement (hereinafter "the Development Agreement") for a project generally in conformance with the proposal shown on the Site Plan attached hereto as **Schedule B** (hereinafter "the Site Plan"). This Agreement is voidable at the option of the Vendor if the Purchaser does not meet this condition.
4. Within one year of the Closing Date the Purchaser shall have poured the foundation of at least one (1) residential building approved by the Development Agreement; failing this, the Vendor shall have the option to require that the Purchaser reconvey the Property to the Vendor for the same purchase price as set out herein. A covenant reflecting this condition shall be placed in the deed from the Vendor to the Purchaser.

CONDITIONS IN FAVOR OF THE VENDOR

5. The Vendor shall deliver or make available for inspection to the Purchaser, within **Ten (10) Business Days** of the date of execution of this Agreement, the following documentation and information, as may be in the possession or control of the Vendor:

- a) Legal description for the Property, and such other title information as may be in the possession of the Vendor; and
- b) Any survey materials, plans of drawings relating to the Property in the possession of the Vendor.

CLOSING DATE

6. Subject to the conditions in favor of the Purchaser as set out hereunder, the transaction contemplated by this agreement shall be completed on or before **Ten (10) business days** following the approval of the Development Agreement and expiration of the Fourteen (14) day Appeal Period, or at the conclusion of an appeal process, or at such a time as mutually agreed between the parties hereto (herein "Closing" or the "Closing Date").
7. Should the decision of Amherst Town Council to approve the Development Agreement be appealed to the Nova Scotia Utility and Review Board and the approval is overturned, the Purchaser shall have the right to withdraw from this agreement within **Twenty (20) business days**.
8. The conveyance of this Property shall be by Warranty Deed, drawn at the expense of the Vendor, to be delivered on payment of the Purchase Price on the Closing Date. The said property is to be conveyed free from encumbrances, except as to any easements, registered restrictions or covenants that do not materially affect the enjoyment of the property and the Purchasers' intended use and except as specifically set out herein.

GENERAL

9. Time shall in all respects be of the essence hereof. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing and any and all waivers shall be valid only if in writing.
10. This Agreement shall constitute the entire agreement between the Purchaser and Vendor relating to the Property and the transaction herein contemplated and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property other than is expressed herein. This Agreement replaces any prior offers made or agreements entered into between the parties with respect to the Property.
11. This agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and permitted assigns. The Purchaser may not assign this Offer or any right, title or interest therein or thereunder prior to Closing, unless the assignee assumes and binds itself solidarity with the Purchaser for all of the Purchaser's obligations arising from this Offer as if it had been the original "Purchaser" hereunder and delivers an assignment and assumption agreement signed by the Purchaser and the assignee to the Vendor, in form satisfactory to the Vendor.
12. The covenants, conditions and provisions of this Agreement shall not merge, but shall survive closing.
13. All legal costs incurred by each party shall be borne by such party. The Purchaser shall be responsible for the payment of the fees and costs and of any transfer taxes or duties which are payable upon registration of the Transfer. The Vendor will pay all costs associated with discharging all pre-existing encumbrances, which are to be discharged, and the preparation of a valid Transfer of title in registerable form.
14. No change, amendment, or modification of any provision of this Agreement will be valid, nor shall any such changes, amendments or modifications be legally enforceable against a party, unless set forth in a written instrument and signed by both Parties.
15. 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 them, as the case may be, and money may be tendered by solicitor's trust cheque, certified cheque or bank draft.

To the Purchaser at: 5663 Cornwallis Street, Suite 200, Halifax, Nova Scotia, B3K 1B6

To the Vendor at: 99 Victoria Street E, Amherst, Nova Scotia, B4H 1X6

With a copy to Vendor(s) Lawyer:

TERRY E. FARRELL

CREIGHTON SHATFORD

14 Electric Street, PO Box 398, Amherst, NS, B4H 3Z5

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - Signature Page to follow]

16. **ACCEPTANCE**

The Purchaser has executed this Agreement dated at _____ this _____ day of _____ 2023. This offer is open for acceptance by the Purchaser up to but not after 4:30 p.m., Atlantic Time, on the _____ day of _____, 2023 (the "Acceptance Date"). If the Purchaser has not received, at the address referred to in Section 17(n) above, a copy of this Agreement duly signed by the Vendor, by the Acceptance Date, then this offer shall be null and void, unless otherwise revived by the Purchaser in writing.

BLACK BAY REAL ESTATE GROUP

PER:

WITNESS:

Name: ADAM BARRETT
Title: President

WITNESS

Name:
Title:

I/We have the authority to bind the Company

17. **OFFER**

The Vendor has accepted and executed this Agreement dated at Amherst, NS this _____ day of _____, 20XX.

TOWN OF AMHERST

PER:

WITNESS:

Name: DAVID KOGON, MD
Title: Mayor

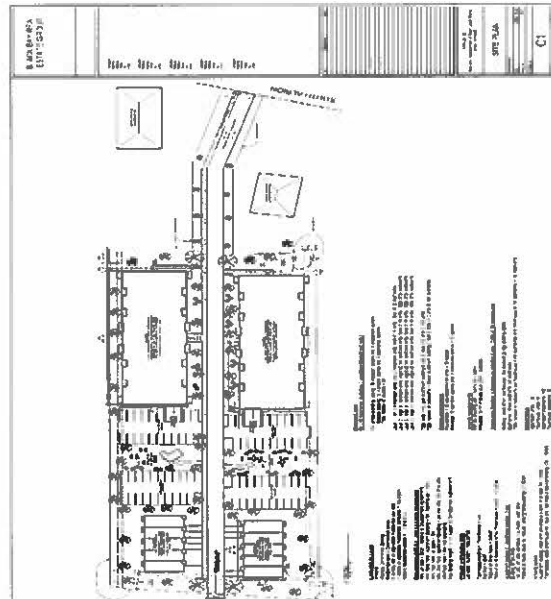
WITNESS

Name: JASON MACDONALD, MCIP, LPP
Title: CAO

SCHEDULE A



SCHEDULE B



4.13 CAO Salary Adjustment

Moved By Councillor Davidson

Seconded By Deputy Mayor Landry

That Council approve the recommendation of the CAO evaluation committee and the base salary of the CAO be increased by 11.5% effective April 1, 2023.

Motion Carried

5. INFORMATION / DISCUSSION ITEMS

5.1 NSFM Spring Conference Report - Emery

Information item only; no direction given or action required.

6. INTERNAL COMMITTEE REPORTS

6.1 Planning Advisory Committee - Davidson

Information item only; no direction given or action required.

6.2 Amherst Board of Police Commissioners - Davidson

Information item only; no direction given or action required.

6.3 Amherst Youth Town Council – Oskar Sigtryggsson

Information item only; no direction given or action required.

7. EXTERNAL COMMITTEE REPORTS

7.1 Cumberland Central Landfill Community Liaison Committee - Emery

Information item only; no direction given or action required.

7.2 Cumberland Regional Library - Fawthrop

Information item only; no direction given or action required.

7.3 Cumberland YMCA - Fawthrop

Information item only; no direction given or action required.

7.4 L.A. Animal Shelter - Fawthrop

Information item only; no direction given or action required.

7.5 Municipal Alcohol Project - Emery

Information item only; no direction given or action required.

7.6 Northern Region Solid Waste Management - Baker

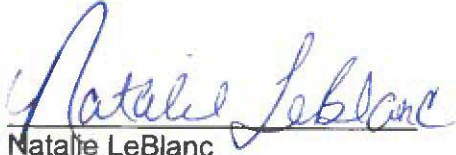
Information item only; no direction given or action required.

8. ADJOURNMENT

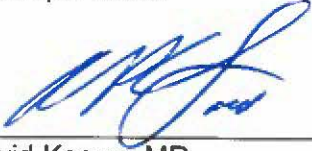
Moved by Deputy Mayor Landry

Seconded by Councillor Chambers

To adjourn the meeting.



Natalie LeBlanc
Municipal Clerk



David Kogon, MD
Mayor