

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: December 15, 2025
Time: 6:00 pm
Location: Council Chambers, Town Hall

Members Present Mayor Robert Small
Deputy Mayor Charlie Chambers
Councillor Hal Davidson
Councillor Nic Furlong
Councillor Terry McManaman
Councillor Dwayne Ripley
Councillor Kathy Wells

Staff Present Jason MacDonald, Chief Administrative Officer
Aaron Bourgeois, Director, Operations
Andrew Fisher, Director, Planning & Economic Development
Dwayne Pike, Chief, Police Services
Greg Jones, Director, Fire Services
Kim Jones, Deputy Chief Administrative Officer
Krista Crossman, Director, Human Resources
Sarah Wilson, Director, Finance
Sharon Bristol, Director, Community Living
Mallory Klooster, Manager, Community Well-Being
Jeff Bacon, Economic Development Officer
Lori O'Connell, Marketing & Communications Officer
Sean Payne, Marketing & Communications Officer
Natalie LeBlanc, Municipal Clerk
Cindy Brown, Administrative Assistant

1. CALL TO ORDER

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

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Small gave the Territorial Acknowledgement.

Mayor Small asked for a moment of silence in recognition of the recent passing of long-time former Deputy Fire Chief Brian Farrow and long-time Public Works employee Stephen Colborne.

3. APPROVAL OF AGENDA/ACCEPTANCE OF MINUTES

3.1 Approval of the Agenda
Moved By Councillor McManaman
Seconded By Councillor Wells
To approve the agenda as circulated.

Motion Carried

3.2 Acceptance of Minutes - November 24, 2025
Mayor Small called for any errors or omissions in the minutes. There being none, the minutes of the November 24, 2025, regular meeting of Council were accepted as included in the agenda package.

4. REQUESTS FOR DECISION

4.1 Demographic Strategic Plan
Moved By Councillor McManaman
Seconded By Councillor Wells
That Council approve the 2025 Demographic Strategic Plan.

Motion Carried

4.2 Accessibility, Inclusion, Diversity and Equity Committee Recommendations
Moved By Councillor Wells
Seconded By Councillor Furlong
That Council request staff to investigate the feasibility of having inclusive, all gender restrooms at all Town of Amherst facilities; and that Council request staff to complete an audit of all Town of Amherst facilities and infrastructures, including accessible parking spaces, to ensure they are fully accessible as it is laid out in the Council approved Strategic Plan and to bring a report back to this Committee for review.

Motion Carried

**4.3 Community Support Grant
 Moved By Councillor Furlong
 Seconded By Councillor McManaman
 That Council does not approve the Community Support Grant application from the Nova Scotia Community College.**

Motion Carried

**4.4 Industrial Park Land Purchase and Sale Agreement Roop
 Moved By Councillor Ripley
 Seconded By Councillor Furlong
 That Council approve the purchase of the 0.35-acre Race Track Road property, PID 25047283, from Betty Roop for \$35,000 (plus applicable HST), with all funds to be paid from the Operating Reserve and further that that CAO and Mayor be authorized to execute the necessary agreements.**

Motion Carried

AGREEMENT OF PURCHASE AND SALE (VACANT LAND) BETWEEN: BETTY ROOP, of Brookfield, in the County of Colchester and Province of Nova Scotia (collectively, the "Vendor") - and THE TOWN OF AMHERST, a municipal corporation incorporated under the Municipal Government Act, S.N.S. 1998, c. 18, (the "Purchaser") WHEREAS the Purchaser is authorized under the Municipal Government Act to acquire real property for municipal purposes, subject to approval of Council and any applicable statutory requirements; NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties agree as follows: 1. PROPERTY The Vendor agrees to sell and the Purchaser agrees to purchase all and singular those lands and premises situate at or near Amherst, Nova Scotia, and being more particularly known and described as: • RACE TRACK ROAD, Amherst, NS – PID 25047283 (the "Property"). 2. PURCHASE PRICE The purchase price shall be THIRTY FIVE THOUSAND DOLLARS (\$35,000.00), subject to adjustment for property taxes only, payable on Closing Date. 3. CLOSING DATE AND POSSESSION This Agreement shall be completed on or before the ___ day of _____, 2025 (the "Closing Date"). Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise agreed in writing. 4. FORM OF CONVEYANCE The conveyance shall be by Warranty Deed, prepared at the Vendor's expense, and shall convey good and marketable title in fee simple to the Purchaser, free and clear of all liens, charges, mortgages, and encumbrances except for registered easements, covenants, or restrictions that do not materially affect the use and enjoyment of the Property for municipal purposes. 5. HARMONIZED SALES TAX (HST) All conveyances of real property in Canada are subject to the Harmonized Sales Tax ("HST") unless the conveyance is specifically exempt pursuant to the Excise Tax Act (Canada). The facts required to determine exemption from HST are entirely dependent upon the use of the property by the Vendor or the intention of the Vendor when the property was purchased and are therefore within the knowledge of the Vendor only. The Purchaser shall remit to the Vendor any HST payable on closing, or, if applicable, provide to the Vendor a certificate establishing that the Purchaser is registered for HST pursuant to the Harmonized Sales Tax Act and will self-assess and remit any applicable HST directly to the Receiver General for Canada. 6. CONDITIONS PRECEDENT This Agreement is conditional upon the following, each of which is for the sole benefit of the Purchaser and may be waived by the Purchaser in writing: (a) Municipal Council Approval That the execution and completion of this Agreement, including all financial obligations of the Town, shall have received the formal approval of the Council of the Town of Amherst by resolution in accordance with the Municipal Government Act, S.N.S. 1998, c. 18. (b) Environmental Review and Approval That the Purchaser shall have received, to its satisfaction, the results of an environmental site assessment (Phase I and, if recommended, Phase II), confirming that the Property is free from contamination or other environmental conditions requiring remediation under applicable provincial or federal legislation. If such approval is not obtained on or before the Closing Date, the Purchaser may, at its option, terminate this Agreement and all deposits (if any) shall be returned without deduction or interest. (c) Title and Due Diligence The Vendor acknowledges that the properties are not yet registered pursuant to the Nova Scotia Land Registration Act ("LRA"). It shall be the sole responsibility of the Vendor, at the Vendor's cost and expense, to have the properties migrated and registered under the LRA no later than seven (7) days prior to the Closing Date. The Vendor shall forthwith provide written notice to the Purchaser's solicitor upon completion of the migration and registration. The Purchaser's solicitor shall have five (5) business days from receipt of such notice to review the registration and to raise any title objections in accordance with the terms of this Agreement. If any of the above conditions are not satisfied or waived by the Purchaser on or before the Closing Date, this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder. 7. TENDER Any tender of documents or money may be made upon the solicitor for either party, and money may be tendered by bank draft, certified cheque, or solicitor's trust cheque. 8. TIME OF THE ESSENCE Time shall in all respects be of the essence of this Agreement. In the event of a written agreement of extension, time shall continue to be of the essence. 9. BINDING EFFECT This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns. 10. ENTIRE AGREEMENT This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and representations, whether oral or written, relating to the subject matter hereof. Any amendment must be in writing and executed by both parties. 11. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia. DATED this _____ day of _____, 2025 TOWN OF AMHERST PER: _____ Witness _____

Mayor _____ Witness _____ ROBERT SMALL,
 JASON MACDONALD, CAO The Vendor accepts the above
 offer at on this ___ day of _____, 2025 _____ Witness
 _____ BETTY ROOP, OWNER

**4.5 Industrial Park Land Purchase and Sale Agreement Cumberland Ridge
 Moved By Councillor Davidson
 Seconded By Councillor Wells
 That Council approve the purchase of the 29.4 acre Race Track Road property, PID 25037193, from Cumberland Ridge Developments Incorporated for \$264,600 (plus applicable HST), with all funds to be paid from the Operating Reserve, and further that that CAO and Mayor be authorized to execute the necessary agreements.**

Motion Carried

AGREEMENT OF PURCHASE AND SALE (VACANT LAND) BETWEEN: CUMBERLAND RIDGE DEVELOPMENTS INCORPORATED, of Amherst, in the County of Cumberland and Province of Nova Scotia (the "Vendor") - and THE TOWN OF AMHERST, a municipal corporation incorporated under the Municipal Government Act, S.N.S. 1998, c. 18, (the "Purchaser") WHEREAS the Purchaser is authorized under the Municipal Government Act to acquire real property for municipal purposes, subject to approval of Council and any applicable statutory requirements; NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties agree as follows: 1. PROPERTY The Vendor agrees to sell and the Purchaser agrees to purchase all and singular those lands and premises situate at or near Amherst, Nova Scotia, and being more particularly known and described as: • BLAIR ROAD, Amherst, NS – PID 25037193 (the "Property"). 2. PURCHASE PRICE The purchase price shall be TWO HUNDRED SIXTY FOUR THOUSAND FOUR HUNDRED DOLLARS (\$264,400), subject to adjustment for property taxes only, payable on Closing Date. 3. CLOSING DATE AND POSSESSION This Agreement shall be completed on or before the ___ day of _____, 2025 (the "Closing Date"). Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise agreed in writing. 4. FORM OF CONVEYANCE The conveyance shall be by Warranty Deed, prepared at the Vendor's expense, and shall convey good and marketable title in fee simple to the Purchaser, free and clear of all liens, charges, mortgages, and encumbrances except for registered easements, covenants, or restrictions that do not materially affect the use and enjoyment of the Property for municipal purposes. 5. HARMONIZED SALES TAX (HST) All conveyances of real property in Canada are subject to the Harmonized Sales Tax ("HST") unless the conveyance is specifically exempt pursuant to the Excise Tax Act (Canada). The facts required to determine exemption from HST are entirely dependent upon the use of the property by the Vendor or the intention of the Vendor when the property was purchased and are therefore within the knowledge of the Vendor only. The Purchaser shall remit to the Vendor any HST payable on closing, or, if applicable, provide to the Vendor a certificate establishing that the Purchaser is registered for HST pursuant to the Harmonized Sales Tax Act and will self-assess and remit any applicable HST directly to the Receiver General for Canada. 6. CONDITIONS PRECEDENT This Agreement is conditional upon the following, each of which is for the sole benefit of the Purchaser and may be waived by the Purchaser in writing: (a) Municipal Council Approval That the execution and completion of this Agreement, including all financial obligations of the Town, shall have received the formal approval of the Council of the Town of Amherst by resolution in accordance with the Municipal Government Act, S.N.S. 1998, c. 18. (b) Environmental Review and Approval That the Purchaser shall have received, to its satisfaction, the results of an environmental site assessment (Phase I and, if recommended, Phase II), confirming that the Property is free from contamination or other environmental conditions requiring remediation under applicable provincial or federal legislation. If such approval is not obtained on or before the Closing Date, the Purchaser may, at its option, terminate this Agreement and all deposits (if any) shall be returned without deduction or interest. (c) Title and Due Diligence The Vendor acknowledges that the properties are not yet registered pursuant to the Nova Scotia Land Registration Act ("LRA"). It shall be the sole responsibility of the Vendor, at the Vendor's cost and expense, to have the properties migrated and registered under the LRA no later than seven (7) days prior to the Closing Date. The Vendor shall forthwith provide written notice to the Purchaser's solicitor upon completion of the migration and registration. The Purchaser's solicitor shall have five (5) business days from receipt of such notice to review the registration and to raise any title objections in accordance with the terms of this Agreement. If any of the above conditions are not satisfied or waived by the Purchaser on or before the Closing Date, this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder. 7. TENDER Any tender of documents or money may be made upon the solicitor for either party, and money may be tendered by bank draft, certified cheque, or solicitor's trust cheque. 8. TIME OF THE ESSENCE Time shall in all respects be of the essence of this Agreement. In the event of a written agreement of extension, time shall continue to be of the essence. 9. BINDING EFFECT This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns. 10. ENTIRE AGREEMENT This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and representations, whether oral or written, relating to the subject matter hereof. Any amendment must be in writing and executed by both parties. 11. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia. DATED this ___ day of _____, 2025 TOWN OF AMHERST PER: _____ Witness _____ Witness

_____ ROBERT SMALL, Mayor
 _____ JASON MACDONALD, CAO The Vendor accepts the above offer at
 on this ___ day of _____, 2025 CUMBERLAND RIDGE DEVELOPMENTS INCORPORATED PER:
 _____ Witness _____ SUSAN COSTIN, OWNER

4.6 Industrial Park Land Purchase and Sale Agreement Pederson Moved By Councillor Wells Seconded By Councillor Ripley

That Council approve the purchase of a 43-acre property off Race Track Road, PID 25444845, from Allan Doncaster, Linda Austin and Larry Pederson, for \$300,000 (plus applicable HST), with all funds to be paid from the Operating Reserve, and further that that CAO and Mayor be authorized to execute the necessary agreements.

Motion Carried

AGREEMENT OF PURCHASE AND SALE (VACANT LAND) BETWEEN: ALLAN L DONCASTER, LINDA M AUSTIN, LARRY C PEDERSEN, of Amherst, in the County of Cumberland and Province of Nova Scotia (collectively, the "Vendor") - and THE TOWN OF AMHERST, a municipal corporation incorporated under the Municipal Government Act, S.N.S. 1998, c. 18, (the "Purchaser") WHEREAS the Purchaser is authorized under the Municipal Government Act to acquire real property for municipal purposes, subject to approval of Council and any applicable statutory requirements; NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties agree as follows: 1. PROPERTY The Vendor agrees to sell and the Purchaser agrees to purchase all and singular those lands and premises situate at or near Amherst, Nova Scotia, and being more particularly known and described as: • RACE TRACK ROAD, Amherst, NS – PID 25444845 (the "Property"). 2. PURCHASE PRICE The purchase price shall be THREE HUNDRED THOUSAN DOLLARS (\$300,000.00), subject to adjustment for property taxes only, payable on Closing Date. 3. CLOSING DATE AND POSSESSION This Agreement shall be completed on or before the ___ day of _____, 2025 (the "Closing Date"). Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise agreed in writing. 4. FORM OF CONVEYANCE The conveyance shall be by Warranty Deed, prepared at the Vendor's expense, and shall convey good and marketable title in fee simple to the Purchaser, free and clear of all liens, charges, mortgages, and encumbrances except for registered easements, covenants, or restrictions that do not materially affect the use and enjoyment of the Property for municipal purposes. 5. HARMONIZED SALES TAX (HST) All conveyances of real property in Canada are subject to the Harmonized Sales Tax ("HST") unless the conveyance is specifically exempt pursuant to the Excise Tax Act (Canada). The facts required to determine exemption from HST are entirely dependent upon the use of the property by the Vendor or the intention of the Vendor when the property was purchased and are therefore within the knowledge of the Vendor only. The Purchaser shall remit to the Vendor any HST payable on closing, or, if applicable, provide to the Vendor a certificate establishing that the Purchaser is registered for HST pursuant to the Harmonized Sales Tax Act and will self-assess and remit any applicable HST directly to the Receiver General for Canada. 6. CONDITIONS PRECEDENT This Agreement is conditional upon the following, each of which is for the sole benefit of the Purchaser and may be waived by the Purchaser in writing: (a) Municipal Council Approval That the execution and completion of this Agreement, including all financial obligations of the Town, shall have received the formal approval of the Council of the Town of Amherst by resolution in accordance with the Municipal Government Act, S.N.S. 1998, c. 18. (b) Environmental Review and Approval That the Purchaser shall have received, to its satisfaction, the results of an environmental site assessment (Phase I and, if recommended, Phase II), confirming that the Property is free from contamination or other environmental

conditions requiring remediation under applicable provincial or federal legislation. If such approval is not obtained on or before the Closing Date, the Purchaser may, at its option, terminate this Agreement and all deposits (if any) shall be returned without deduction or interest. (c) Title and Due Diligence The Vendor acknowledges that the properties are not yet registered pursuant to the Nova Scotia Land Registration Act ("LRA"). It shall be the sole responsibility of the Vendor, at the Vendor's cost and expense, to have the properties migrated and registered under the LRA no later than seven (7) days prior to the Closing Date. The Vendor shall forthwith provide written notice to the Purchaser's solicitor upon completion of the migration and registration. The Purchaser's solicitor shall have five (5) business days from receipt of such notice to review the registration and to raise any title objections in accordance with the terms of this Agreement. If any of the above conditions are not satisfied or waived by the Purchaser on or before the Closing Date, this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder. 7. TENDER Any tender of documents or money may be made upon the solicitor for either party, and money may be tendered by bank draft, certified cheque, or solicitor's trust cheque. 8. TIME OF THE ESSENCE Time shall in all respects be of the essence of this Agreement. In the event of a written agreement of extension, time shall continue to be of the essence. 9. BINDING EFFECT This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns. 10. ENTIRE AGREEMENT This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and representations, whether oral or written, relating to the subject matter hereof. Any amendment must be in writing and executed by both parties. 11. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia. DATED this _____ day of _____, 2025 TOWN OF AMHERST PER: _____ Witness _____ Witness _____ ROBERT SMALL, Mayor _____ JASON MACDONALD, CAO The Vendor accepts the above offer at on this ___ day of _____, 2025 _____ Witness _____ LARRY PEDERSON, OWNER

Moved By Councillor Davidson

Seconded By Councillor Wells

That that funds for the purchase of all three parcels of land in the Industrial Park noted above come from the 2025/26 capital budget.

Motion Carried

5. INTERNAL COMMITTEE REPORTS

- 5.1 **Amherst Board of Police Commissioners - Davidson**
Information item only.
- 5.2 **Audit Committee - Chambers**
Information item only.
- 5.3 **Amherst Youth Town Council - Avery Hoeg-Burbine**
Information item only.

EXTERNAL COMMITTEE REPORTS

- 6.1 **Cumberland YMCA - Wells**
Information item only.
- 6.2 **Northern Region Solid Waste Management - Furlong**
Information item only.

7. ADJOURNMENT

There being no further business, Mayor Small adjourned the meeting.



Natalie LeBlanc
Municipal Clerk



Robert Small
Mayor