

**Minutes of a Regular Meeting of Amherst Town Council
Held in Council Chambers
Monday, February 22, 2010 at 6:00 PM**

PRESENT: Mayor Rob Small
Deputy Mayor Terry Rhindress
Councillor Robert Angel
Councillor George Baker
Councillor Robert Bird
Councillor Dale Fawthrop
Councillor David March
Greg Herrett, CAO

ATTENDING: Jason MacDonald, Director of Planning and Engineering
Bill Crossman, Fire Chief
Ben Pitman, Director of Transportation and Public Works
Kim Jones, Executive Assistant
Rebecca Purdy, Executive Assistant

1. O CANADA

2. HEARINGS / PETITIONS / PRESENTATIONS

3. CALL TO ORDER

Mayor Small called the meeting to order at 6:00 PM. This month's meeting was held an hour earlier than usual to enable Council to attend a "Back to Balance" public meeting with the Provincial Finance Minister.

3.1 Amendments to the Agenda M-1002-01
Moved by Deputy Mayor Rhindress, seconded by Councillor March to amend the Agenda by changing item 7.4 from "Tyndal Wellfield Advisory Committee" to "Four Fathers Festival Report".

MOTION CARRIED

3.2 Approval of Agenda M-1002-02
Moved by Councillor Baker, seconded by Councillor Fawthrop to approve the agenda as amended.

MOTION CARRIED

3.3 Approval of Minutes M-1002-03
Moved by Deputy Mayor Rhindress, seconded by Councillor Angel to approve the minutes of the January 25, 2010 regular meeting as circulated.

MOTION CARRIED

4. REQUESTS FOR DECISION

4.1 By-Law at 1st Reading: Amend LUB re Smaller Lots, RFD#2010009 M-1002-04
Moved by Councillor March, seconded by Councillor Angel that Council give first reading to Bylaw P-2-11, a bylaw to amend the Land Use Bylaw, P-2, by reducing the required street frontage and side yard setbacks for new residential building lots, and further, that a public hearing for the issue be scheduled for 7:00 pm on March 29, 2010.

MOTION CARRIED

Bylaw P-2- 11

Bylaw P-2 is hereby amended by removing exiting Sections 7.2.3 and 7.3 and replacing them with the following:

7.2.3 Zone Requirements

In any Residential Zone, all development permits shall be issued in conformity with the following requirements:

(a) Single Detached Dwelling

Minimum lot area	450 m ²
Minimum lot frontage	15 m
Minimum front yard	6 m
Minimum rear yard	6 m
Minimum side yard	One side 1.3 m Other side 3 m
Minimum flanking yard	6m
Maximum height	11 m

7.3 Low Density Residential Zone

In any Residential Zone, all development permits shall be issued in conformity with the following requirements:

(a) Single Detached Dwelling

Minimum lot area	450 m ²
Minimum lot frontage	15 m

Minimum front yard	6 m
Minimum rear yard	6 m
Minimum side yard	One side 1.3 m
	Other side 3 m
Minimum flanking yard	6m
Maximum height	11 m

- 4.2 **DA at 1st Reading: 19 Dale Street, RFD#2010010** **M-1002-05**
Moved by Councillor March seconded by Councillor Baker that Council give first reading to the proposed development agreement with the Nova Scotia Department of Community Services (as follows) for a four-unit townhouse at 19 Dale Street, and further, that a public hearing for the issue be scheduled for 7:00 pm on March 29, 2010.

MOTION CARRIED

Case No. DA-2010-01

This Agreement made this _____ Day of _____ 2010.

Between: Nova Scotia Housing and Municipal Affairs Owners of property located at 19 Dale Street (PID #25017351), hereinafter called the Owner, Of the one part - and- The Town of Amherst, a body corporate hereinafter called the Town, Of the other part

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP-15 of the municipal Planning Strategy of the Town of Amherst, to construct four dwelling units on property located at 19 Dale Street (PID 25017351).

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the _____th Day of March 2010, approved the said development agreement subject to the registered owner of the land described herein entering into this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the development agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid lands in the Town of Amherst, hereinafter called the lands. The aforesaid lots are the only lands in the Town of Amherst to which this agreement applies, and the lands are illustrated in the plan shown on Schedule B attached hereto and forming part of this agreement.
- 2) That the owner may construct four dwelling units on the said lands, subject to the following Schedules A and B, attached.
- 3) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this agreement.
- 4) Should the owner fail to act in accordance with any aspect of this agreement, the Town shall retain the right to discharge the agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 5) The Town shall issue the necessary permit for the development upon the expiration of the appeal period specified for development agreements in the Municipal Government Act, Section 249, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.

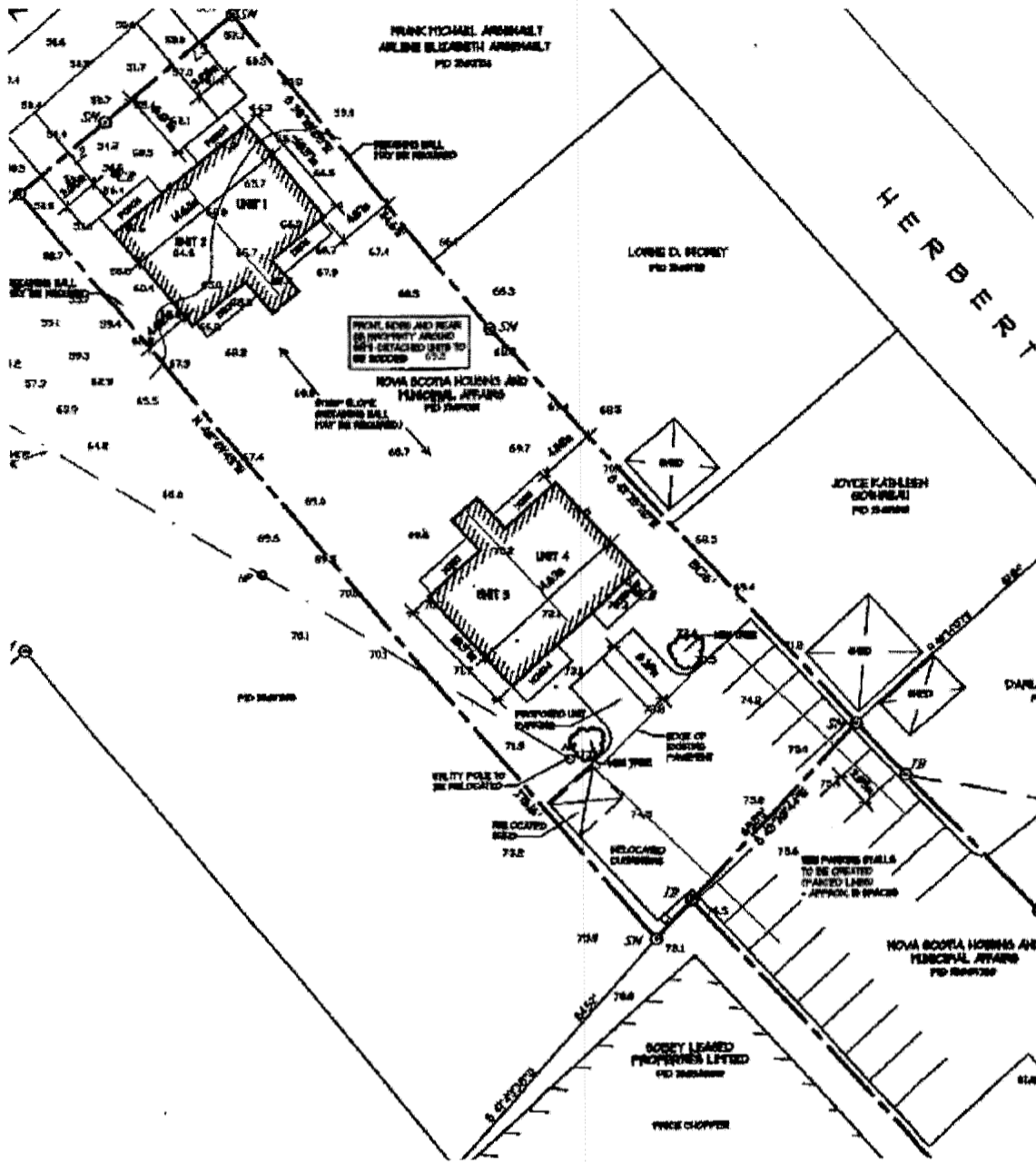
Schedule A **19 Dale Street - Development Agreement**

Terms and Conditions:

1. The use of the property shall be limited to a total of four dwelling units, the location of which shall be generally in accordance with Configuration #1 or Configuration #2, as shown on Schedule B.
2. The bulk, height, and character of the building(s) shall be in general conformance with elevations shown on Schedule C.
3. The Developer shall be responsible for ensuring that erosion and sediment control are in place and maintained during construction.
4. Solid waste management shall be in conformance with the town solid waste bylaw, and shall be enclosed and secured from unauthorized access by humans and rodents.
5. Street access and driveway location shall be substantially in accordance with the Configuration #1 or Configuration #2 as shown on Schedule B, and to the satisfaction of the Development Officer.
6. Parking spaces shall be provided on the site, generally in accordance with Configuration #1 or Configuration #2, as shown on Schedule B.
7. All driveway and parking areas be maintained with asphalt and kept clear of snow and otherwise be unobstructed at all times so as to be passable by emergency vehicles.
8. Water, sanitary sewer and storm sewer services shall be provided in accordance with any rules and regulations of the Town of Amherst and the National Building Code.
9. Signage on the property shall not exceed that which is permitted on residential properties in the Land Use Bylaw.

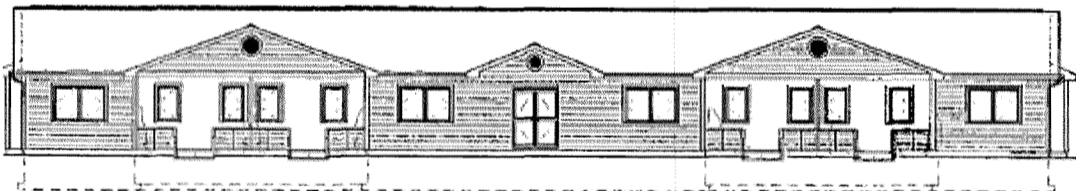
Schedule B (2)

19 Dale Street - Development Agreement

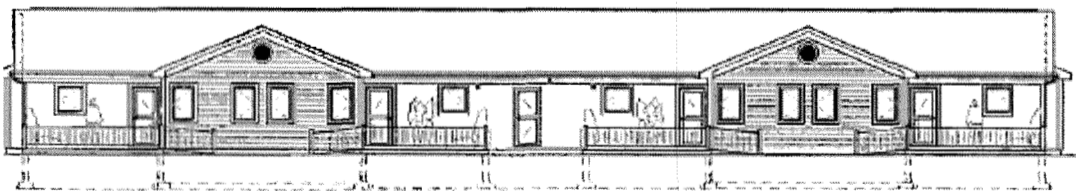


Schedule C (1)

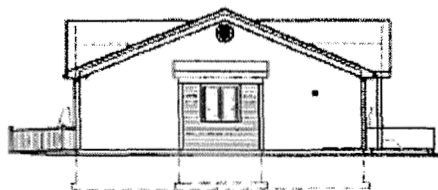
19 Dale Street - Development Agreement



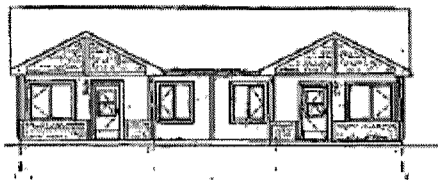
FRONT ELEVATION



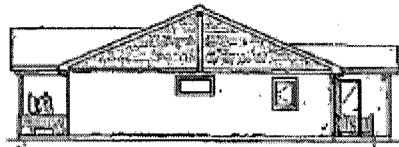
REAR ELEVATION



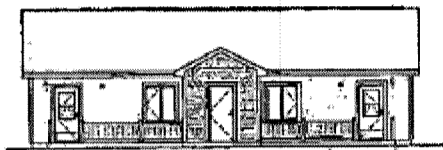
SIDE ELEVATION



FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION

4.3 Tender: SCADA Software, RFD#2010011 M-1002-06
 Moved by Deputy Mayor Rhindress, seconded by Councillor March that Council award the proposal for the SCADA upgrade to CBCL Ltd for the amount of \$ 33, 305 plus HST, with funding to come from the 2009-2010 Water Capital Budget.

MOTION CARRIED

4.4 Tender: Diesel Controller, RFD#2010012 M-1002-07
 Moved by Deputy Mayor Rhindress, seconded by Councillor Baker that that Council award the tender for the supply and installation of a new diesel controller for the McCully Street Fire Booster Station to Rayel Electric of Amherst at their low bid of \$ 21,752.50 plus HST with funding to come from the 2009-2010 Water Capital Budget.

MOTION CARRIED

4.5 Irving Forest Management Plan, Tyndal Wellfield, RFD#2010013 M-1002-08
 Moved by Councillor Fawthrop, seconded by Deputy Mayor Rhindress that Council approve the 2010 forestry management plan for Irving Owned lands within the North Tyndal Wellfield as submitted by JD Irving.

MOTION CARRIED

4.6 Adopt a Garden Appointees, RFD#2010014 M-1002-09
 Moved by Councillor Angel seconded by Councillor Fawthrop that Council approve the following list of individuals and groups for participation in the 2010 Adopt a Garden Program:

PARK	VOLUNTEER
Beacon Street Park	Deborah Churchill & Susan Dunne
Curry Park	Lioness club
East Pleasant & Church Cemetery	Brenda VanZoost
Air Force Club – 2 Beds	Ralph Belliveau, Sheila Graham and Liz McGregor
YMCA Bed – Church Street	Y's Men & Y's Menettes and YMCA Daycare
Lawrence Street – 2 Beds	Poverty Action Committee (c/o Sarah MacPherson)
Veterans Memorial Park	Memory Club

MOTION CARRIED

4.7 Funding Request: Senior Games, RFD#2010015 M-1002-10
 Moved by Councillor Baker, seconded by Councillor March that Council approve financial assistance in the amount of \$150 to Edward and Cathy Pettis to offset costs related to representing Nova Scotia in the Canada Senior Games.

MOTION CARRIED

4.8 Funding Request: Girls Hockey, RFD#2010016 M-1002-11
 Moved by Councillor Baker, seconded by Deputy Mayor Rhindress that Council approve funding in the amount of \$250 to assist with costs in hosting the Ron Elliott Memorial Female Hockey Tournament in Amherst, February 26 – 28, 2010

MOTION CARRIED

- 4.9 Funding Request: Pee Wee AA Provincials, RFD#2010017 M-1002-12
 Moved by Councillor Bird, seconded by Deputy Mayor Rhindress that Council approve financial assistance in the amount of \$250 to the Cumberland County Minor Hockey Association in support of Pee Wee AA Provincial Championships.

MOTION CARRIED

- 4.10 Power Easement, Brookdale, RFD#2010018 M-1002-13
 Moved by Councillor Fawthrop seconded by Councillor Bird that Council authorize the Mayor and CAO to release the 1927 Power line easement over property identified by PID 25070483 in Brookdale pending confirmation of an existing, or acquisition of a new, easement for the existing water line on the subject property.

MOTION CARRIED

- 4.11 License Agreement – Tantramar Community Radio Society M-1002-14

Councillors Fawthrop and March declared a potential conflict and excused themselves from the discussion, debate and decision on this matter.

Moved by Councillor Bird, seconded by Councillor Angel that Council approve the License Agreement with the Tantramar Community Radio Society to allow that organization to erect and install a tower and community transmitter, and that the Mayor and CAO be authorized to sign the agreement on behalf of the Town of Amherst.

MOTION CARRIED

**LICENSE AGREEMENT
 BETWEEN:**

THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND, a Municipal Corporation with its head office located at 1395 Blair Lake Road, Nappan, Nova Scotia (the "Municipality"), **THE TOWN OF AMHERST**, a Municipal Corporation with its head office at 5 Ratchford Street, Amherst, Nova Scotia (the "Town of Amherst"), and **THE TOWN OF SPRINGHILL**, a Municipal Corporation with its head office located at 43 Main Street, Springhill, Nova Scotia (the "Town of Springhill") (collectively herein referred to as "the Licensor"); **OF THE FIRST PART** - and - **TANTRAMAR COMMUNITY RADIO SOCIETY**, a Society incorporated pursuant to the *Societies Act* of Nova Scotia (herein referred to as "TCRS" or "the Licensee") **OF THE SECOND PART**

WHEREAS the Municipality is the legal owner of land identified as PID 25367673 (the "Land");

AND WHEREAS the Town of Amherst and the Town of Springhill have a beneficial interest in the Land;

AND WHEREAS TCRS requires land on which to install a community radio transmitter, along with accessory buildings;

AND WHEREAS TCRS now desires to obtain a license to use the Land for the purpose of installing and operating a tower and community radio transmitter;

AND WHEREAS the Licensor has agreed to License a portion of the Land to TCRS pursuant to the terms of this Agreement;

WITNESSETH that in consideration of the sum of One Dollar (\$1.00) paid by the Licensee, receipt of which is hereby acknowledged, the Licensor grants to the Licensee, a license to use a portion of the Land on the following terms and conditions:

1. Prior to commencing the erection of the aforementioned tower, the Licensee shall obtain Aeronautical Obstruction Clearance from Transport Canada and provide the Licensor with a copy of the application and approval.
2. The Licensee shall use only that portion of the Land that is One Hundred and Fifty Feet (150') in diameter, the centre of which bears the following coordinates: x: 409925, y: 5068125, VIM NAD83 zone 20, as shown in the Site Sketch attached hereto as Schedule "A" (the "Licensed Area"),
3. The Licensee shall use the Licensed Area and for the purpose of installing and operating a tower and community radio transmitter, with associated building and accessory equipment.
4. The Licensee shall be permitted to use, for ingress and egress, the existing driveway from Fenwick Road.
5. The Licensor shall not be responsible for any maintenance, including snow removal, of the existing driveway.
6. The Licensee shall, at its own cost, repair any damage to the existing driveway caused by its officers, employees or agents, in a timely fashion.
7. The Licensee shall be permitted to use the four (4) existing power poles along the existing driveway for the purpose of obtaining electrical power and telecommunications only.
8. The Licensee shall be solely responsible for any and all costs and fees associated with connecting any of its equipment to the electrical grid and all charges relating to its use of electricity.
9. The Licensee shall at all times during the term of this Agreement maintain general liability insurance, including bodily injury, personal injury and property damage coverage in the amount of two million dollars (\$2,000,000.00) with the Licensor, its elected officials, officers, employees and agents named as additional insureds. The Licensee shall require, at all times, that all general contractors, subcontractors or consultants performing work on the Land, maintain

general liability, automotive liability, workers' compensation and employer's liability insurance coverage in the following amounts: general liability insurance in the amount of two million dollars (\$2,000,000.00) per occurrence, automobile liability coverage in the amount of two million dollars (\$2,000,000.00), workers' compensation and employer's liability insurance coverage in the statutory amounts with the Licensor, its elected officials, officers, employees and agents named as additional insureds on such policies. The Licensee shall deliver to the Licensor, for review and approval, before any work is begun, certificates of insurance, in a form acceptable to the Licensor, demonstrating that the insurance coverage required by this paragraph is in full force and effect. Such certificates shall indicate that the insurance company shall give to the Licensor thirty (30) days prior written notice of expiration, cancellation, renewal or change in coverage. Thirty (30) days prior to the expiration, cancellation or renewal of any such insurance policy, the Licensee shall provide the Licensor with written evidence acceptable to the Licensor that the required insurance coverage is effective, will be continuing during the course of the work, and that the premiums are paid. Licensee shall have the affirmative obligation, independent of the general contractor, subcontractors and insurance companies, to keep itself and the Licensor informed of all expirations, renewals, cancellations, or changes in insurance coverage. Licensee shall immediately notify the Licensor of any expirations, renewals, cancellations, or changes in such insurance coverage for insurance coverage required of the general contractor, contractors, subcontractors and consultants. The Licensee shall immediately notify the Licensor of any expirations, renewals, cancellations or changes in such insurance coverage. If the Licensor is required to pay any claim under the applicable insurance policies, the Licensee agrees to indemnify, pay and reimburse the Licensor for all such claims, including all deductibles and costs (including legal fees).

10. The term of this License shall be year to year and will be renewed automatically unless otherwise terminated in accordance with this Agreement.
11. The Licensee shall pay to the Licensor an annual license fee of \$1.00.
12. The Licensee has no claim to the Licensed Area or the Land other than that which is provided in this Agreement.
13. Either party may terminate this Agreement upon Twelve (12) months written notice, without penalty or compensation.
14. Upon termination of this Agreement, the Licensee shall, at its own cost, remove all equipment and buildings and return the Licensed Area and the Land to the condition it was in prior to the commencement of this License Agreement.
15. In no event shall the Licensor be liable for any bodily injury, death or property damages to the Licensee, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Licensee, its employees, agents or consultants, arising out of or in any way related to this Agreement; nor any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Licensee, its employees, agents or consultants arising out of or in any way related to this Agreement.
16. The Licensee agrees to indemnify and hold harmless the Licensor, its officers, employees and agents from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, caused by or arising directly or indirectly in any way related to this Agreement.
17. The Licensee agrees to indemnify and hold harmless the Licensor, its officers, employees and agents from and against all claims, demand, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned, by any environmental damage incurred to the Land, caused by or arising directly or indirectly or in any way related to the Licensee's use of the Land.
18. The Licensee shall comply with all applicable laws and regulations having application to or governing its use of the Licensed Area and/or the operation of the community radio transmitter and agrees to indemnify and save harmless the Licensor from and against any claims, damages, losses or obligations suffered or incurred from the Licensee's failure to comply. Notwithstanding Section 13 of this Agreement, the Licensee shall have Thirty (30) days from receipt of written notice of a breach of this provision to correct said breach. If the Licensee fails for any reason to correct said breach within Thirty (30) days this License shall automatically terminate and the Licensee shall, at its own cost, remove all equipment and buildings and return the Licensed Area and the Land to the condition it was in prior to the commencement of this License Agreement.
19. Any notice, information or document provided for under this Agreement will be effectively given if delivered or sent by letter, postage or other charges prepaid, or by facsimile or email. Any notice that is delivered will have been received on delivery; and any notice mailed shall be deemed to have been received on the third (3) calendar day following the date upon which it was mailed.
20. Notice can be given at the following addresses:
 - (a) to the Licensor (on behalf of the three municipalities):
 - Chief Administrative Officer
 - Municipality of the County of Cumberland
 - 1395 Blair Lake Road
 - R.R.#6
 - Amherst, N.S. B4H 3Y4
 - (b) toTCRS:
 - Anthony J. Morley, Director
 - 55 Church Street
 - Amherst, N.S. B4H 3A7
21. Sections 14, 15, 16, 17, and 18 of this Agreement shall survive the termination of this Agreement for a period of Twenty (20) years.
22. This Agreement is binding on the parties hereto, their heirs, executors, administrators, and permitted assigns.
23. The Licensee shall not assign its rights or obligations under this Agreement without the prior written consent of the Licensor. Said consent may be arbitrarily withheld.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the ___ day of ___, 2010.

SIGNED, SEALED AND DELIVERED

in the presence of
THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND

per Rennie J. Bugley, CAO
 per Keith Hunter, Warden

THE TOWN OF AMHERST


per Robert Small, Mayor
 per Greg Herrett, CAO



THE TOWN OF SPRINGHILL

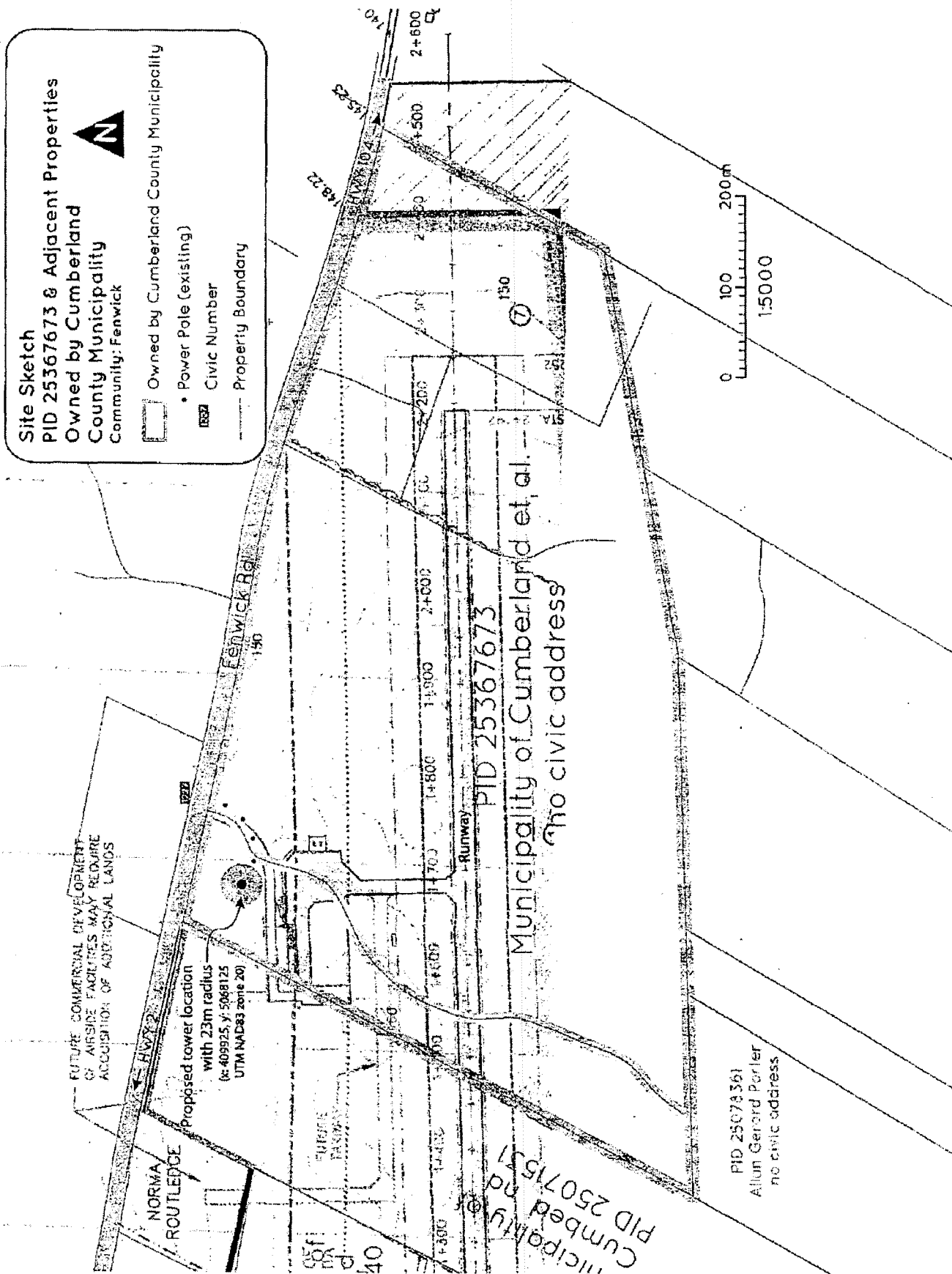
per Allen Dill, Mayor
 per Don Tabor, CAO

TANTRAMAR COMMUNITY RADIO SOCIETY per

Site Sketch
 PID 25367673 & Adjacent Properties
 Owned by Cumberland
 County Municipality
 Community: Fenwick



 Owned by Cumberland County Municipality
 • Power Pole (existing)
 Civic Number
 Property Boundary



5. INFORMATION / DISCUSSION ITEMS

6. STRATEGIC PRIORITIES

6.1 Dickey Park Redevelopment – Status Report

Councillor Baker presented a verbal report on Dickey Park. The project, when finished, will have cost in the vicinity of \$273,000. The last phase will include park equipment, a water

sprinkler system, and an amphitheatre. He is happy with the way the project is going. The building is near completion.

6.2 Arts Culture & Heritage – Project Status Report

Councillor Fawthrop presented the following status report on the Arts Culture and Heritage strategic priority:

DmA Consulting have presented the final draft of the Authentically Amherst Culture, Art and History Strategic Priority Strategy to Council. The required changes have been made and the final document has been submitted. A public presentation is scheduled for the evening of Wednesday, February 24, at 7:00 PM at Tantramar Theatre. He encouraged people to attend this presentation.

6.3 Downtown Revitalization – Project Status Report

Councillor March presented the following project status report on the Downtown Action Strategy:

Ekistics have presented the final draft of the Downtown Action Strategy to Council. The required changes have been made and the final document has been submitted. A public presentation is tentatively scheduled for the evening of March 2, 2010. He encouraged people to attend this presentation as well.

6.4 Town Beautification – Project Status Report

Deputy Mayor Rhindress presented the following Town Beautification Project Status Report:

Our new entrance sign was installed at the south Albion Street location on February 19, 2010. The sign for the West Victoria street entrance will be installed the week of February 22, (this week). The Department of Community and Economic Development is reporting that there has been significant interest in our new adopt a garden program. Community members 'tending' Town gardens this spring and summer were announced earlier this evening. .

7. INTERNAL COMMITTEE REPORTS

7.1 Planning Advisory Committee

Councillor Bird presented the following Planning Advisory Committee Report:

The Planning Advisory Committee met on February 3, 2010 to discuss an application from Community Services for a development agreement for a four- unit townhouse development located at 19 Dale Street behind the Fort Cumberland Manor. The Committee unanimously recommended the agreement to Council. On another matter the Committee recommended that Council reduce the minimum lot frontage and side yard setback requirements for new residential building lots. This will allow for increase density of new developments and more potential for infill housing in established residential areas.

7.2 Amherst Board of Police Commissioners

Councillor Fawthrop presented the following Police Commission Report:

The draft Operations/Policy Manual, which includes a revised mission statement intended to address issues raised during the public consultation process is under consideration and should be resolved at the next meeting. It is expected that the manual, as well as various policies will be available as a link on the Board's home page. The committee dealing with succession planning advised that the Chief has prepared a draft document and they expect to table a plan for the Board's consideration at the April meeting.

The Board has requested that a statistical report be presented on a quarterly basis, to enable the Board to monitor progress in various areas and also identify those areas that require additional attention. Some highlights of the statistical report indicate decreases in b&e into business and possession of stolen property. Unfortunately, impaired driving is up by about 50%, which is hard to imagine in today's world.

On Friday, the unveiling of the Silent Witness silhouette took place in Parrsboro. This program is to remind people of the ever-present spousal abuse; they have created a series of silhouettes representing local women who have been killed through spousal violence. The silhouette unveiled in Parrsboro is representative of Bernice Mills, who was shot by her husband in 1997.

7.3 Dangerous or Unsightly Premises Committee

Councillor Bird presented the following Dangerous and Unsightly Premises Committee Report:

The Dangerous and Unsightly Premises Committee meeting, originally scheduled for February 10, 2010, was cancelled due to a lack of a quorum. As no pressing issues were on the agenda, a makeup meeting was not scheduled. The Committee will meet again at their next regularly scheduled meeting on March 10, 2010.

7.4 Four Fathers' Festival

Councillor Angel announced that the Athletic Achievement Awards presentation, originally scheduled for Wednesday, February 17, will be held at the Fire Hall on Tuesday, February 23. In addition, he presented the following report regarding the Four Fathers' Festival:

The Four Fathers Festival committee met on February 1st to update on current plans underway for the FFF 2010. Currently, the Town is analyzing various locations for the Festival tent in 2010. Factors such as power, accessibility to the public, traffic flows and space are a few major factors in determining an appropriate location for the Festival Tent. It is suspected that a decision will be made in the coming weeks after careful consideration.

Service and community groups are starting to collect ideas for their events for the Four Fathers Festival. The Lions Club are currently evaluating their events from last year and making decisions based on what changes need to be made. Similarly, the Library and Museum are now scoping out their plans. Music and entertainment bookings are beginning to take shape. A tentative "entertainment outline" was given to committee members for discussion purposes and announcements will be made in March as to headline acts and a definite schedule. This will provide ample time to promote these activities and venues.

Town staff has started promotional efforts by way of mail outs and print advertising. Water tax bills that were recently mailed included the first edition of the "Town of Amherst Newsletter" in which the Four Fathers Festival is a main feature. Also included with each tax bill is an "expression of interest" advertisement located on the back of each bill. This ad calls for community and volunteer support by way of hosting an event during the festival or individual support by way of volunteering. This same advertisement was placed in the Amherst Daily News on Tuesday, January 26th and Thursday, January 28th. In addition, a mail to over fifty service groups in the Amherst area also took place the last week of January for expressions of interest to participate.

- 7.5 **Tree Advisory Committee** – Nil Report
- 7.6 **Heritage Advisory Committee** - Nil Report
- 7.7 **Audit Committee** - Nil Report
- 7.8 **Committee of the Whole** - Nil Report

8. EXTERNAL COMMITTEE REPORTS

8.1 **Youth Advisory Council**

Mayor Small presented the following report on behalf of the Youth Advisory Council:

YAC members last met on February 9 to specifically focus on youth involvement for the 2010 Four Fathers Festival. Hannah Melanson and Chelsey Brown have volunteered to be the youth representatives on the Four Fathers Festival planning committee. For the festival, YAC members are hoping one night a dance can be held at the Amherst Stadium. For this event YAC members thought a nominal admission fee would be charged, with proceeds being donated to a local youth charity, for example the skate park fund. Youth will also have the opportunity to participate in a ball hockey tournament that is currently being organized by Dwight Jones. On another night of the festival YAC would like to see Lions Park used to host evening ball hockey, local youth bands playing on a stage, barbeque, games, possible skate demonstration, etc. These particular events throughout the festival will facilitate youth engagement and allow youth to become active participants in their community.

One of the members of YAC, Alex Stathakis has withdrawn from the Council; this being his graduating year, he feels he needs to focus on his academic work.

8.2 **Cumberland Regional Library Board**

Councillor Angel presented the following report on behalf of the Library Board:

Food for Fines

The Cumberland Regional Library held another successful Food for Fines campaign in December, with well over 800 food items going to local community food banks and almost \$1,700 in fines being forgiven.

Downloadable Audiobooks

Soon the Cumberland Regional Library will be offering downloadable audiobooks on our website (www.crl.library.ns.ca); giving residents of the County the ability to check out audiobooks from the comfort of their own home.

Borrow Anywhere/Return Anywhere

Nova Scotians now have access to over 100 libraries province-wide through the Borrow Anywhere /Return Anywhere program. You can now borrow items from the Halifax Public Libraries and drop them off in Oxford, or pick up a book in Pugwash and return it to the Cape Breton University Library. As with all good things, some restrictions apply so ask for more information at your library or check out www.librariesns.ca.

Statistics

The Cumberland Regional Library's website (www.crl.library.ns.ca) gets approximately 10,000 hits a month. Visitors can do everything from read full-text magazine and encyclopedia articles online, look for books, check on their account or see what's on their branch's calendar of events.

We've signed out approximately 95,000 books since April. That's three books borrowed for every person that lives in the County.

Councillor Angel added that the Province is considering pulling funding for internet services, quoting an article in the Amherst Daily News February 22, 2010 edition. This would have a serious detrimental effect on the branches of the Cumberland Regional Library.

8.3 **CREDA**

Councillor Fawthrop presented the following report on behalf of CREDA:

Agriculture

Mr. Kittilsen, Agricultural Resource Coordinator with the N.S. Department of Agriculture in Truro, provided a Powerpoint presentation. Cumberland County agriculture injects 44 million dollars into the County's economy. This represents farm gate sales only; it does not include processing activities such as Oxford Frozen Foods, etc. The average age of farmers is 56 years; therefore, many farmers are now looking for opportunities to retire. RDAs are well positioned to encourage and develop agricultural businesses and expand local capacity. RDAs have very knowledgeable staff and have access to a broad range of programs and services through networking opportunities with ACOA and other agencies. The Department of Agriculture would like to challenge the RDAs to broaden their focus and to look at opportunities to partner with the Department. Some areas would include potential enhancement of farmers' markets in Cumberland County. Mr. Kittilsen noted that farmers' markets are an easy entry point for farming. NSDA resources include programs such as 4H, which has a proven track record and is a strong component for youth retention. Mr. Kittilsen would like to see RDA staff working with 4H participants on entrepreneurial activities, etc. There are additional NSDA programs which enhance agricultural awareness through Health and Education. Food security is another area of concern for many people; currently, N.S. has a three-day supply on the shelves.

Youth Retention & Attraction Project

Amanda McInnes is preparing the next round of care kits.

Regional Energy Strategy

The draft has been completed and is being reviewed by the Committee.

Cape Chignecto Provincial Park

The site assessment plan has been completed. Rhonda Kelly noted that CAPP staff have questioned some of the recommendations. We will need to prioritize and determine what work can be done by staff and what will have to be contracted out. NSDNR has funding from the federal infrastructure program which will be utilized for this work.

Fundy Geological Museum

The re-design of the exhibit gallery and exhibits is now underway.

Beaubassin

A public archaeological dig will be conducted in the summer of 2010. A meeting will be held on December 10, 2010 with three or four hotel operators to look at vacation packages around the public dig.

Cyrus Eaton Estate

The rehabilitation work (chimneys, roof and foundation) has begun. The chimney work was done by a company from New Glasgow - they also did the Wallace sandstone work at Joggins.

8.3 **DARS** – Nil Report

8.4 **CJSMA**

Deputy Mayor Rhindress presented the following report on behalf of CJSMA:

The CJSMA draft budget has recently been submitted to the five CAO's for presentation to the individual councils. The CAO pointed out that this was received between the Town's Committee of the Whole and Council meetings, and that there will likely be a special meeting to deal with it.

The regional solid waste study is going well (initial data has been collected, and the consultants are in the research phase), and is currently scheduled to be presented to all of the units at the end of March.

8.5 **Northern Region Waste Resource Committee**

Councillor Baker presented the following report on behalf of the Northern Region Waste Resource Committee:

A meeting of the Northern Region Solid Waste Committee was held February 18, 2010 in East Hants. Three major topics were discussed:

1. Regarding the Town of Amherst's concerns about the updated Northern Region Solid Waste Agreement the Committee agreed to change clause 3.7 in order to clarify that a quorum is 5 units and that for a motion to pass, a majority vote is required, with that majority representing at least 50% of the total population of the **entire** Northern Region. It was also agreed that the latest Census Canada figures would be used to determine population.
2. The RRFB has requested that each Region comment on proposed changes to the Municipal Approved Program funding program. Under the current program our region averaged \$89,000 per year in funding from the RRFB. Each program application was individually assessed by the RRFB. Under the proposed program, the Northern Region would be guaranteed \$130,000 per year, with projects approved by the Region, not the RRFB. The Committee passed a motion to support the

3. change, and agreed that the money would be distributed throughout the Region based on population for the first year. Future year's distribution will be determined at a later date.
4. The RRFB has implemented a new program which will result in each Region receiving \$100,000 to be used, mainly, for solid waste bylaw enforcement. The Committee agreed that the utilization of this money will be discussed at our next meeting.

The next meeting of the Committee is scheduled for March 11, 2010. Staff from the Town and CJSMA will meet to discuss the above issues prior to that time.

There was discussion on consistent bylaws throughout the region

8.6 Cooperation Committee - Nil Report

8.7 Airport Committee - Nil Report

8.8 Amherst and Area Chamber of Commerce

Councillor Bird reported that the Chamber has partnered with CKDH in The Great Amherst Song Contest. Encouraged everyone to go to the Facebook website and hear the song that has been submitted so far.

8.9 VON

VON held their valentine dance, made \$6,000. He thanked the businesses that supported that fund raiser.

9. MAYOR'S COMMENTS

Council is heading to the Lions Club to have an opportunity to have a say in Finance Minister Steele's Back to Balance meeting, which started at 7:00 PM this evening. Mayor Small read the following submission:

This submission is simply put, a 'back to basics' approach being offered to the Government of Nova Scotia as part of a public participation approach that the government has embarked on, to get feedback from citizens of Nova Scotia is incurring costs that are greater than revenue being secured through various sources.

Let's first say the obvious, which is what any bank, institution, business, industry, household or volunteer group would indicate, and that is, when you are spending more than you have to spend, you need to stop spending so much money.

The above paragraph may seem too simple for government because it means that decisions are needed to cut spending. However, if you were in any other circumstance whether it is business or pleasure, you would do exactly that. This does not mean you stop spending altogether; it simply means you spend more wisely the money you have.

Government's traditional approach to high spending is to look at sources of revenue and make efforts to increase revenue. In some cases, that is the right thing to do, as a user pay concept makes sense, especially when the issue is not a core service of government.

Which takes me to the issue of core services; what is important and what is nice to have – things that make everyone happy. It should be the responsibility of government to determine what the priorities are for core services. What are the other services that government has and could potentially be offered by others within the Province. If you can determine these things, then it will make it easier for government to take decisions on matters associated with cost and spending.

Sources of revenue for the government come in many different means, however Taxation has always been a great source to focus on, and it seems as though the government of Nova Scotia is leaning heavily towards increasing taxes again by adding 2% to the HST. This is not the solution to getting a handle on government spending; it is a means to continue on the existing path of spending with little thought being put into how we can improve the process of government operations.

In most businesses and the service industry, in order to survive in this world wide marketplace, you need to continually review how you are performing and how you can improve your operation so that: (1) you stay in business in the short term; (2) you develop more business through improved operations; and (3) the long term success of the operation. This process of continuous improvement has been key to the survival and success of many Canadian operations.

This submission will not describe continuous improvement or identify the areas within government operations that may have waste occurring. If there is waste, then there is the opportunity for improvement, thus saving the government money while improving the process of providing the service. Learning how to improve the operation of government through a continuous improvement approach starts with changing the attitude of government. How many times have you heard the expression, "We have to spend it before the end of the year or we will lose our funding" or "A change in government is expected, so we need to spend it now". This attitude and general belief is not just within the provincial government; many levels of government have the same belief or attitude.

Continuous improvement can be a great deal of things, depending on the approach, but it is an approach to eliminating waste within a process. If you take the time to understand how you perform a function or operation and you always ask the question, "why is it done that way?" then you will discover that a lot of the reasons you

do things is because that's the way it was done in the past. You will discover that there are overlaps in service, duplication in service, and generally outdated approaches to handling government operations.

As outlined in your "Getting Back to Balance" guide, the government is projecting a significant gap in funding versus cost by 2014 based on its current course of spending. As outlined within the guide, expenditures are as follows for 2009-2010:

- Health \$3.5 billion
- Education \$1.9 billion
- Community Services \$0.9 billion
- Transportation \$0.4 billion
- SUMMARY \$6.7 billion

A 10% improvement in service delivery as a result of using the approach of continuous improvement would generate the majority of savings needed to cover existing expenditures, while you pursue further improvements in the long term.

Now this is not a simple job, as it starts with the senior leadership team becoming educated in the approach of continuous improvement and then the development of a plan that determines three things: (1) Where are we? (2) Where do we want to go? And (3) How do we get there? This plan then gets deployed throughout the organization (government) with actions taken that support the plan. As with all successful organizations, communication is the key to success and it will be important to communicate the plan and the part that people will play in the greater scheme of keeping government healthy and prosperous for the future.

This approach of continuous improvement will provide benefits to government and industry, as it will also create jobs in many different capacities as you take on the various challenges of improvement.

In summary, the "Back to Balance" guide indicates that government has three tools to work with:

- 1) Reduce the amount of money spent on programs and services;
- 2) Increase the amount of money taken in through taxes, fees and other services;
- 3) Invest money to grow the economy over the long term.

The purpose of this document is to introduce a new tool to the government tool box, which will provide the same outcome as the other three tools listed:

- 4) Implement a policy of Continuous Improvement within government.

The benefit of this additional tool will allow government to have more flexibility using the other three tools for the purpose of getting back to balance.

Members of government, senior administration of departments and eventually all levels of government, including all employees within government will need to take a different view and attitude towards providing services to the citizens of Nova Scotia.

Moved by Councillor March, seconded by Councillor Fawthrop to adopt the document and present it to the Finance Minister as Amherst Town Council's position.

MOTION CARRIED

10. ADJOURNMENT

On motion by Deputy Mayor Rhindress the meeting adjourned at 7:20 PM.

APPROVED BY:

Gregory D. Herrett, CA
Town Clerk and Chief Administrative Officer

Robert Small
Mayor

**Regular Council Meeting
February 22, 2010 at 6:00 PM
AGENDA**

1.	O'CANADA			
2.	HEARINGS/PETITIONS/PRESENTATIONS/PETITIONS			
3.	CALL TO ORDER	Presenter	Page	
3.1	Additions to Agenda	Rhindress		
3.2	Approval of Agenda	Baker		
3.3	Approval of Minutes: January 25, 2010	Rhindress	2	
4.	REQUESTS FOR DECISION	RFD	Presenter	Page
4.1	By-Law at 1 st Reading: LUB Amendment re Alternative Development Standards	2010009	March	11
4.2	DA at 1 st Reading: 19 Dale Street	2010010	March	14
4.3	Tender: SCADA Software	2010011	Rhindress	28
4.4	Tender: Diesel Controller	2010012	Rhindress	30
4.5	Irving Forest Management Plan, Tyndal Wellfield	2010013	Fawthrop	32
4.6	Adopt-A-Garden Appointees	2010014	Angel	37
4.7	Funding Request: Senior Games	2010015	Baker	40
4.8	Funding Request: Girls Hockey	2010016	Baker	43
4.9	Funding Request: Pee Wee AA Provincials	2010017	Bird	46
4.10	Power Easement - Brookdale	2010018	Fawthrop	49
4.11	License Agreement – Tantramar Community Radio Society	Memo	Bird	
5.	INFORMATION / DISCUSSION ITEMS			
6.	STRATEGIC PRIORITIES			
6.1	Dickey Park Redevelopment - Project Status Report	Verbal report	Baker	--
6.2	Arts Culture & Heritage – Project Status Report		Fawthrop	56
6.3	Downtown Revitalization – Project Status Report		March	57
6.4	Town Beautification – Project Status		Rhindress	58
7.	INTERNAL COMMITTEE REPORTS			
7.1	Planning Advisory Committee		Bird	59
7.2	Amherst Board of Police Commissioners		Fawthrop	60
7.3	Dangerous or Unsightly Premises Committee		Bird	61
7.4	Tyndal Wellfield Advisory Committee		Nil report	--
7.5	Tree Advisory Committee		Nil report	--
7.6	Heritage Advisory Committee		Nil report	--
7.7	Audit Committee		Nil report	--
7.8	Committee of the Whole		Nil report	--
8.	EXTERNAL COMMITTEE REPORTS			
8.1	Youth Advisory Council		Small	62
8.2	Cumberland Regional Library Board		Angel	63
8.3	CREDA		Fawthrop	64
8.4	DARS		Nil report	--
8.5	CJSMA		Rhindress	66
8.6	Northern Region Solid Waste		Baker	67
8.7	Cooperation Committee		Nil report	--
8.8	Airport Committee		Nil report	--
8.9	Amherst and Area Chamber of Commerce (verbal report)		Bird	--
8.10	VON		Baker	--
9.	MAYOR'S COMMENTS			
10.	ADJOURNMENT			