

**Minutes of a Regular Meeting of Amherst Town Council  
Held in Council Chambers  
Monday, February 26, 2007 at 7:00 PM**

**PRESENT:** Mayor Jerry Hallee  
Deputy Mayor David March  
Councillor Robert Angel  
Councillor George Baker  
Councillor Ed Chitty  
Councillor Dale Fawthrop  
Councillor Terry Rhindress  
Greg Herrett, CAO  
Rebecca Purdy, Executive Assistant

**1. O'CANADA**

**2. DELEGATION – Cumberland County Exhibition**

Leonard Allen, representing the new Board of Directors of the Cumberland County Exhibition, made a brief presentation to advise Council that the Board is looking at branding the Exhibition as a County event, and will be seeking financial support from the five municipal units in Cumberland. They starting this year with a fairly large deficit, and will be requesting \$1,500 from the Town of Amherst and each of the other units. When questioned what the \$1,500 sponsorship would buy, Allen advised that major sponsors would be advertised on a billboard at the gate. This level of sponsorship would also include a program ad. He told Council that the Exhibition will run the last week of August/first of September and that attendance has dropped off in the last couple of years from 10,000 to between 6,000 and 7,000. He said the Board recognizes the need to have bigger attractions to draw bigger crowds, and that is why they are seeking support from the municipalities. Councillor Rhindress pointed out that tug of war competitions have been a big draw in the past, and Mr. Allen said that is one thing being looked at, as well as horse pulls. Mr. Allen was thanked for his presented and asked to submit the request in writing so that it may be dealt with in the upcoming budget process.

**3. PUBLIC HEARINGS**

**3.1 Ketchum Corner Development Agreement, DA 2007-02**

Jason MacDonald, Director of Planning and Development, provided a brief summary of the proposed Development Agreement DA 2007-02 which received First Reading at the January 2007 Council meeting. There have been no written submissions; there were no presentations.

**3.2 28 South Albion Street Development Agreement, DA 2007-01**

Jason MacDonald, Director of Planning and Development, provided a brief summary of the proposed Development Agreement DA 2007-01 which received First Reading at the January 2007 Council meeting. There have been no written submissions; there were no presentations.

**4. CALL TO ORDER**

**5. ACTION ITEMS**

**5.1 Additions to the Agenda**

**Moved by Deputy Mayor Baker, seconded by Councillor Chitty to add the following items to the Agenda:**

6.1 Contributions to the Community by Tammara Ashe and Barb Thompson

6.2 Funding Application – Celebrate Canada 2007

**MOTION CARRIED**

**5.2 Approval of Agenda**

**Moved by Deputy Mayor Baker, seconded by Councillor March to approve the Agenda as amended.**

**MOTION CARRIED**

5.3 Approval of Minutes – January 22, 2007 Regular Meeting

**Moved by Councillor Rhindress, seconded by Councillor Angel to approve the Minutes of the January 22, 2007 Regular Meeting as circulated.**

**MOTION CARRIED**

5.4 Ketchum Corner DA 2007-02 Second Reading

**Moved by Councillor March, seconded by Deputy Mayor Baker that Council approve Second Reading and enter into Development Agreement DA-2007-02 with Callaghan and Weatherbee Land Developments, which will allow a 30 unit townhouse and condominium development on the property located at the intersection of Dickey and Rupert Streets.**

**MOTION CARRIED**

Case No. DA-2007-02

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2007.

Between: Callaghan and Weatherbee Land Development Limited, Owner of property located at the corner of Dickey Street and Rupert Street, 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 RP-9 of the Municipal Planning Strategy of the Town of Amherst, to construct a 30 unit townhouse development on property located at the corner of Dickey and Rupert Streets.

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 \_\_\_\_\_ Day of \_\_\_\_\_ 2007, 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:

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.

That the owner may construct a 30 unit townhouse development on the said lands, subject to the following Schedules A, B and C attached. 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.

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.

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.

SIGNED, SEALED AND DELIVERED

Schedule A - Ketchum Corner - Development Agreement  
Terms and Conditions:

1. The use of the property be limited to a 30 unit townhouse development, contained within 9 separate buildings;
2. The properties be consolidated into one lot;
3. The location of the buildings be generally in accordance with Schedule B, the following minimum setback dimensions for each buildings shall apply:
  - a. 5 metres between buildings;
  - b. 6 metres from Dickey Street;
  - c. 8 metres from Rupert Street;
  - d. 6 metres from the southern and eastern property lines;
  - e. 6 metres from the common driveway;

4. One accessory structure be permitted on the property, subject to the relevant regulations of the Land Use Bylaw;
5. The end of the nearest building(s) facing either Rupert or Dickey Street contain at least one window and a false roof line be incorporated into the design;
6. Access to Rupert Street be substantially in accordance with the attached Schedule B, and to the satisfaction of the Development Officer;
7. No direct vehicular access to Dickey Street be permitted;
8. 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;
9. The driveway in front of each building be completed with a minimum 7 metre wide strip of asphalt for the entire length of the building, such work to be completed within 6 months of the occupancy permit for the said building being issued;
10. The base of the common driveway, including asphalt, be in accordance with the Town of Amherst Subdivision Bylaw & Development Standards.
11. A minimum of 8 common parking spaces shall be provided on the property;
12. A stop and street name sign be provided by the owner at the Rupert Street entrance to the property and any other traffic control signs be at the discretion and responsibility of the property owner;
13. No two adjacent buildings are to be the same color;
14. Water and sewer services be provided to the buildings in accordance with the Town of Amherst Subdivision Bylaw & Development Standards and the National Building Code;
15. Storm water on the site be channeled so as to not impact adjacent properties and so as not to flow directly onto adjacent public streets and sidewalks;
16. Separate water metres be installed for each dwelling unit in accordance with the Town of Amherst sewer bylaw;
17. A permanent stone sign, illustrating the name of the development, shall be located off Rupert Street, generally in the location indicated on Schedule B, prior to a building permit being issued for the third building on the property;
18. Each of the three front façade designs forming Schedule C of this agreement shall be applied to at least two of the nine buildings. Included in this agreement are the major features such as number of garages, roof lines, etc., the owner has the right to vary smaller details such as trim, size of windows, etc.;
19. Usual residential outdoor recreation apparatus shall be permitted on the property, subject to the applicable town bylaws and regulations;
20. Garbage pickup for all dwellings units on the property will be private, and the responsibility of the owner;
21. Landscaping be provided in accordance with the following:
  - a. A minimum of eight deciduous trees, a minimum of 2 metres in height, be planted along both Dickey and Rupert Streets at approximately equal intervals. Such planting is to take place prior to the issuance of the building permit for the third building;
  - b. A minimum of eight deciduous or coniferous trees, a minimum of 1.5 metres in height, be planted along both the southern and eastern interior property lines at approximately equal intervals. Such planting is to take place prior to the issuance of the building permit for the third building;
  - c. A minimum of one shrub or tree be planted in the front yard of each dwelling unit. Such planting is to take place within one growing season of the construction of the said unit.
  - d. Grass be maintained in all areas of the property not utilized for buildings, parking or walkways.

5.5 28 South Albion Street DA 2007-02 Second Reading

**Moved by Deputy Mayor Baker, seconded by Councillor Rhindress that Council approve Second Reading and enter into Development Agreement DA-2007-01 with David Noiles to permit an automobile dealership and Christmas tree sales on the property located at 28 South Albion Street**

**MOTION CARRIED**

Case No. DA-2007-01

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2007.

Between: David Noiles, Owner of property located at 28 South Albion Street, 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 an automobile dealership on property located at 28 South Albion Street.

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 \_\_\_\_\_ Day of \_\_\_\_\_ 2007, 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:

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.

That the owner may construct and operate an automobile dealership on the said lands, subject to the following Schedules A, and B attached.

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.

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.

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.

SIGNED, SEALED AND DELIVERED

Schedule A

28 South Albion Street - Development Agreement

Terms and Conditions:

The use of the property be limited to a single detached dwelling, an automobile dealership and a Christmas tree sales lot;

The automobile dealership be developed substantially in accordance with the attached schedule B;

Access to South Albion Street be substantially in accordance with the attached Schedule B, and to the satisfaction of the Development Officer;

All driveway, parking and vehicle display areas be maintained with asphalt, such asphalt to be installed no later than July 30, 2008;

A minimum of 3 public parking spaces be provided on the property, in accordance with the attached Schedule B;

One parking space be provided for the single detached dwelling, in accordance with the attached Schedule B;

The garage on the property may be used as a sales office and a vehicle maintenance facility in support of the primary use of vehicle sales on the property. The building must satisfy all applicable regulations of the Nova Scotia Building Code Regulations and the National Building Code of Canada;

Storm water on the site be channeled so as to not impact adjacent properties and so as not to flow directly onto adjacent public streets and sidewalks;

Advertising signage on the property be limited to that necessary for the automobile sales establishment and Christmas tree lot on the property and conform to the requirements of the Town of Amherst Land Use Bylaw;

Grass be maintained in all areas of the property not utilized for buildings, parking or walkways;

No outdoor storage be permitted on the property, other than the display of vehicles for sale;

Solid waste storage bins be provided on the site in accordance with the Town of Amherst Solid Waste Bylaw and furthermore, such bins must not be directly visible from South Albion Street;

A concrete curb be installed along the front of the parking / vehicle display area as indicated in the attached Schedule B;

Any outdoor lighting on the site be situated so as to not shine directly onto adjacent residential property;

5.6 22 Ottawa Avenue DA 2007-03 First Reading

**Moved by Councillor Chitty, seconded by Councillor March that Council approve First Reading of Development Agreement DA-2007-03 which will allow a 24 unit townhouse development on the property located at 22 Ottawa Avenue, as recommended by the Planning Advisory Committee.**

**MOTION CARRIED**

Case No. DA-2007-03

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2007.

Between: Eric Arsenau and Allen Spence Owners of property located at 22 Ottawa Avenue (PID's 25025016, 25141789, 25470790), hereinafter called the Owners, 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 RP-9 of the Municipal Planning Strategy of the Town of Amherst, to construct a 24 unit townhouse development on property located at ?? Ottawa Avenue.

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 \_\_\_\_\_ Day of \_\_\_\_\_ 2007, 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:

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.

That the owner may construct a 24 unit townhouse development on the said lands, subject to the following Schedules A and B, attached.

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.

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.

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.

SIGNED, SEALED AND DELIVERED

Schedule A - 22 Ottawa Avenue - Development Agreement  
Terms and Conditions:

The use of the property be limited to a 24 unit townhouse development, contained within 6 separate buildings;

The properties shall be consolidated into one lot prior to the issuance of the building permit for the third building;

The location of the buildings be generally in accordance with Schedule B, the following minimum setback dimensions for each buildings shall apply:

- a. 4.7 metres between buildings;
- b. 4.7 metres from any property;

One accessory structure be permitted on the property, subject to the relevant regulations of the Land Use Bylaw, plus one 7.5 metre by 3 metre accessory storage shed adjacent to each building for the use of tenants of that building;

Access to Ottawa Avenue be substantially in accordance with the attached Schedule B, and to the satisfaction of the Development Officer;

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;

The driveway in front of each building be completed with a minimum 7 metre wide strip of asphalt for the entire length of the building, such work to be completed within 6 months of the occupancy permit for the said building being issued;

The base of the common driveway, including asphalt, be in accordance with the Town of Amherst Subdivision Bylaw & Development Standards.

A stop and private driveway name sign be provided by the owner at the Ottawa Avenue entrance to the property and any other traffic control signs be at the discretion and responsibility of the property owner;

No two adjacent buildings are to be the same color;

Water and sewer services be provided to the buildings in accordance with the Town of Amherst Subdivision Bylaw & Development Standards and the National Building Code;

Storm water on the site be channeled so as to not impact adjacent properties and so as not to flow directly onto adjacent public streets and sidewalks;

Separate water metres be installed for each building in accordance with the applicable Town of Amherst bylaw;

A permanent sign, illustrating the name of the development, shall be located off Ottawa Avenue, prior to a building permit being issued for the third building on the property;

Usual residential outdoor recreation apparatus shall be permitted on the property, subject to the applicable town bylaws and regulations;

Garbage pickup for all dwellings units on the property will be private, and the responsibility of the owner;

Landscaping will be provided in accordance with the following:

- a. A minimum of 6 trees be planted along the perimeter of the property to the rear of each building. Such trees to be a minimum 1.5 metres in height at the time of planting. Such trees to be planted behind each building within one growing season of that building being completed.
- b. A minimum of 2 deciduous trees be planted at approximately equal intervals along the private driveway for each building constructed. Such trees to be a minimum of 1.5 in height at the time of planting.
- c. A minimum of four shrubs or trees be planted in the front yard of each building. Such planting is to take place within one growing season of the construction of the said unit.
- d. Grass or other suitable landscaping material be maintained in all areas of the property not utilized for buildings, parking or walkways.

Existing trees on the property which are maintained after the development may be used to offset the number of trees required above.

5.7 Request for Financial Support – Nicola Sperry

**Moved by Councillor March, seconded by Councillor Chitty that Council deny the request for financial assistance in support of Nicola Sperry, as recommended by Administration.**

**MOTION CARRIED**

5.8 Ketchum Corner – Amend Purchase & Sale Agreement

**Moved by Councillor Chitty, seconded by Councillor Fawthrop that Council amend the Purchase and Sales Agreement for the former R B Dickey Elementary School property by removing the requirement for a street to be constructed by July 30, 2007.**

**MOTION CARRIED**

**THIS PURCHASE AND SALE AGREEMENT AMENDMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2007.

**BETWEEN: CALLAGHAN & WEATHERBEE LAND DEVELOPMENT LIMITED** Hereinafter called "Callaghan & Weatherbee" **PARTY OF THE FIRST PART** - and - **THE TOWN OF AMHERST** Hereinafter called "Town" **PARTY OF THE SECOND PART**

WHEREAS Callaghan & Weatherbee Land Development Limited and the Town of Amherst entered into an Agreement of Purchase and Sale dated December 16<sup>th</sup>, 2005.

AND WHEREAS the parties to the said agreement agree to amend the terms and conditions of the said Development Agreement;

AND WHEREAS the parties hereby agree for certain consideration to amend the Agreement as follows:

1. Paragraphs 1(a) to 8(d) have been complied with;
2. Paragraphs 8(e) to 8(j) to be replaced with the following;
  - a. To develop the subject property as a residential development containing a mix of housing types as permitted and regulated in the Land Use Bylaw.
  - b. That all development shall be in conformance with the Town of Amherst Land Use Bylaw, including the variance provisions of the said Bylaw and the Municipal Government Act.
  - d. To commence construction of either the proposed street or a minimum of four (4) dwelling units, no later than September 21<sup>st</sup>, 2006. In the case of street construction, the purchaser will have the street completed, opened and dedicated for use as a public highway on or prior to December 31<sup>st</sup>, 2006. This street is to be completed in accordance with the street construction standards of the Town of Amherst. Should it be necessary, written confirmation from a local asphalt company that the weather does not permit them to lay asphalt until spring will be accepted by the Town, and the purchaser will then have until June 1<sup>st</sup>, 2007 to lay the asphalt. In any case, the proposed street, minus asphalt, will be completed prior to December 31<sup>st</sup>, 2006.
  - e. That the layout of the lots as shown on the plan attached to the original agreement may be altered to accommodate the form of development described in this agreement.
  - f. In the case of the construction of four (4) dwelling units, the said units shall be completed and ready for residential occupancy no later than December 31<sup>st</sup>, 2006.
  - h. Should the Purchaser fail to meet any deadline as set out herein, the purchaser shall pay to the vendor the sum of \$200/ day for each day by which the deadline is exceeded and if the deadline is exceed by 30 days the Vendor may exercise the option as set out in Paragraph 9 to require the Purchaser to reconvey the property to the Vendor;

SIGNED, SEALED AND DELIVERED

5.9 CJSMA Budget 2007-2008

**Moved by Councillor Rhindress, seconded by Councillor March that the Town of Amherst approve the proposed Cumberland Joint Services Management Authority budget 2007-2008 for solid waste services as submitted.**

**MOTION CARRIED**

5.10 Blanche Parking Lot – Lease Agreement

**Moved by Deputy Mayor Baker, seconded by Councillor Chitty that Council authorize the Mayor and CAO to sign an agreement with Stenek Realty Ltd. To provide a public parking lot on lands owned by Stenek Realty south of Prince Arthur Street.**

**MOTION CARRIED**

This Lease made this \_\_\_ day of \_\_\_\_\_ 2007  
Between:

STENEK REALTY LIMITED, a body corporate of Bedford in the County of Halifax, Province of Nova Scotia, Hereinafter called "the Landlord"

- and -

TOWN OF AMHERST, a municipal corporation in the said County of Cumberland, Hereinafter called "the Tenant"

WHEREAS the Landlord owns certain lands upon which is located a parking lot as depicted on the sketch attached hereto as Schedule A ("the Lands");

AND WHEREAS the Tenant has agreed to lease the Lands from the Landlord for use by the general public as a parking lot;

NOT THEREFORE in consideration of the mutual covenants herein contained, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the Lands in accordance with the following terms and conditions:

- The term of the lease shall be for a period of ten years, commencing on the date of execution of this lease and ending on the tenth anniversary thereof;
- The Tenant shall pay to the Landlord the sum of \$1.00 as rent for the term of the lease, receipt of which is hereby acknowledged;
- The Landlord covenants that during the term of the lease, the Lands shall be used as a public parking lot only, subject to such reasonable terms and restrictions as the Tenant deems appropriate for the effective administration of its parking lots;
  - Those 10 parking spaces along the entrance from Prince Arthur Street shall be designated one hour free parking;
  - Those seven parking spaces at the northwest corner of the Blanche lot shall be designated for the private use of the Landlord;
  - The remainder of the parking spaces will be designated free all day parking for use of the general public and employees of nearby businesses.
- The Tenant covenants and agrees that during the term of the lease, it shall maintain the Lands to a commercially acceptable standard for a public parking lot and shall be responsible for keeping the Lands clear of debris, and to remove snow and ice from the Lands in accordance with the standards established by the Tenant's Department of Operational Services.
- The Landlord covenants that during the term of this lease, the Tenant shall have quiet enjoyment of the Lands and the Tenant shall not interfere with the right of the public to use the Lands for public parking and for ingress and egress.
- During the term of the lease, the Tenant shall pay all real property taxes and business occupancy taxes assessed against the Lands.
- This agreement is not assignable by the Tenant. The Landlord may assign the benefits of the lease to its successor in title or tenants of its adjacent lands.
- The Landlord may terminate this lease on sixty days' written notice, hand delivered to the Director of Operational Services of the Town of Amherst or his successor.



**Moved by Councillor Fawthrop, seconded by Councillor Rhindress that Council approve a cost of living increase of 2.1% to all non-union scales (salary and non-salary) effective April 1, 2007 in accordance with the Town’s Salary Administration Policy, and further, that a new hourly rate scale for student positions (Appendix C-4) be added to the policy, which will be eligible for COLA adjustments in April 2008.**

**MOTION CARRIED**

Appendix C

<b>Job Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
12	78,082	80,258	82,434	84,610	86,785
11	68,639	70,399	72,204	74,055	75,955
10	60,639	62,199	63,761	65,322	66,880
9	55,298	56,244	57,190	58,137	59,078
8	50,526	51,482	52,438	53,395	54,352
7	44,796	45,945	47,122	48,331	49,570
6	40,211	41,242	42,299	43,384	44,497
5	36,552	37,162	37,771	38,381	38,991
4	32,480	33,313	34,167	35,044	35,942
3	28,830	29,569	30,327	31,104	31,903
2	25,627	26,283	26,957	27,649	28,357
1	22,423	22,998	23,588	24,192	24,813

Appendix C-1

<b>Job Level</b>	<b>Salary Amount</b>	
Mayor	Stipend	\$11,680.92
	Allowance for expenses incidental to the discharge of duties	5,840.46
	<b>Total</b>	<b>\$17,521.38</b>
Deputy Mayor	Stipend	\$9,827.47
	Allowance for expenses incidental to the discharge of duties	4,913.73
	<b>Total</b>	<b>\$14,741.20</b>
Councillor	Stipend	\$9,090.98
	Allowance for expenses incidental to the discharge of duties	4,545.49
	<b>Total</b>	<b>\$13,636.47</b>

Appendix C-2

**Salary Scale  
Non-Union Police Positions**

Chief of Police	\$89,089.
Deputy Chief of Police	\$79,481.
Executive Assistant/ Dispatch Coordinator Police	\$42,444.

Appendix C-3

<b>Job Title</b>	<b>Hourly Rate</b>				
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Canine Control Officer</b>	10.06	10.41	10.77	11.13	11.54
<b>Canteen Manager</b>	10.67	11.18	11.49	11.79	12.25
<b>Canteen Worker</b>	7.75	8.10	8.37	8.68	8.93
<b>Jail Guards</b>	10.06	10.41	10.77	11.13	11.54
<b>School Crossing Guards</b>	7.75	8.10	8.37	8.68	8.93
<b>Casual Firefighter</b>	14.19	14.45	14.70	14.96	15.21
<b>Casual Employee – Other</b>	7.75	8.10	8.37	8.68	8.93

## Appendix C-4 Hourly Rate Scale – Student Positions

Job Title	Hourly Rate				
	Step 1	Step 2	Step 3	Step 4	Step 5
Ice Marshall	10.00	10.50	11.00	11.50	12.00
Records Management Asst.	8.00	8.50	9.00	9.50	10.00
Parks Worker	8.00	8.50	9.00	9.50	10.00
Physical Activity Coordinator	8.00	8.50	9.00	9.50	10.00
Youth Program Coordinator	8.00	8.50	9.00	9.50	10.00
Summer Secretary	7.75	8.25	8.75	9.25	9.75
Tennis Instructor	7.75	8.00	8.50	9.00	9.50
Activity Leader	7.75	8.00	8.50	9.00	9.50
Ball Field Maintenance	7.75	8.00	8.50	9.00	9.50
Surveyor/Eng. Assistant	10.00	10.50	11.00	11.50	12.00
Assistant Surveyor	9.00	9.50	10.00	10.50	11.00
Tech Assistant	10.00	10.50	11.00	11.50	12.00
Accounting Clerk	8.00	8.50	9.00	9.50	10.00
Tourism	7.75	8.00	8.50	9.00	9.50
Planning Technician	10.00	10.50	11.00	11.50	12.00
Other	7.75	8.00	8.50	9.00	9.50

Note: This scale does not apply to the Co-Operative Student Program.

5.12 Northern Region Solid Waste Resource Committee – Proposed Amendment

**Moved by Councillor Fawthrop, seconded by Deputy Mayor Baker that Council approve the amended Northern Region Waste Resource Committee Inter-Municipal Agreement and authorize the Mayor and CAO to sign on behalf of the Town of Amherst, as recommended by administration.**

**MOTION CARRIED**

**NORTHERN REGION WASTE RESOURCE COMMITTEE****BACKGROUND**

In February of 1996, the Nova Scotia Solid Waste Resource Management Regulations were enacted.

A strategy for Nova Scotia, released by the Nova Scotia Department of the Environment (NSDOE) in October 1995, specifically Division III of the regulations established seven Waste Management Regions within the Province.

Therefore, as many municipal units in Region III (three) as are prepared to formally participate in the Inter-Municipal Management Committee, including some or all of; Cumberland, Colchester, East Hants, Amherst, Parrsboro, Oxford, Springhill, Truro, and Stewiacke herein agree to formulate the Northern Region Waste Resource Committee (NRWRC) effective January 1, 1999.

**DRAFT MISSION STATEMENT**

The Northern Region Waste Resource Committee will make funding allocations, lobby the Province of Nova Scotia and RRFB Nova Scotia on behalf of Region III's municipal units.

**POLICIES AND PROCEDURES**

THEREFORE IT IS RECOMMENDED THAT ALL PARTICIPATING MUNICIPAL COUNCILS:

Approve the attendance of the Mayor or Warden and Chief Administrative Officers and or their respective alternates at meetings of Northern Region Waste Resource Committee consisting of representatives from East Hants, Colchester and Cumberland County Municipalities to address waste resource issues, and:

Approve that the following points constitute and form part of Council's agreement:

1. Each Municipal unit shall have the right to enter into independent discussion and agreements without being restricted as a result of participating formally in the Northern Region Waste Resource Committee (NRWRC).
2. The Committee shall select from the elected members a Chairperson and a Vice-Chairperson to preside as Chairperson for a three-year term. Thereafter and before the expiry of each Chairperson's term, the committee shall elect a replacement Chairperson. No Chairperson shall serve more than two (2) consecutive terms without interruption.
3. The Committee shall meet at least on a quarterly basis or as deemed necessary by Chair/Vice Chair or at the request of three (3) participating members. Each meeting of the Committee, among participating units, shall be chaired by the Chair/Vice Chair or in their absence, a member selected at the meeting. Meeting locations shall be on a rotating basis.

4. Decisions at duly scheduled meetings of the Committee, at which a *Quorum* of five (5) Municipal Units is present, shall be by majority vote of elected officials representing more than 50% of the population in the Region, and who are present and voting at the time decisions are made.
5. The municipal partners in the Northern Region Waste Resource Committee may act independently of one another, therefore not obligating their respective councils to rely solely on this committee to liaise with the Province on waste resource issues.
6. A group of administrative representatives as directed by the Committee may meet separately from and together with the elected representatives to consider the issues before the Committee and present the entire Committee of elected and appointed representatives with a prepared agenda for meetings and specific recommendations in relation to same.
7. Meetings of the administrative representatives, if held, as well as all meetings of the Committee may be held on a rotational basis in each of the three (3) designated areas – Colchester, Cumberland and East Hants, or as otherwise decided by the Committee.
8. Each meeting of the Administrative group shall be chaired by an administrator in the area where the meeting is being held or by any other method deemed reasonable by the administrative group.
9. RRFB Nova Scotia funding programs, including the Regional Education Contracts, are to be divided (responsibilities and funds) in the Region based on population, or if required, by another mutually agreed process.

## TERMS AND CONDITIONS

**TERMS AND CONDITIONS** for the approval of \_\_\_\_\_  
(Municipality/GMAC) representatives to participate in an inter-municipal committee to manage the involvement of participating units within a Northern Waste Resource Management Region.

**WHEREAS** the Municipal units in Colchester, Cumberland, and the Municipality of East Hants have individually and separately and in some cases through cooperative arrangements been managing solid waste within their individual Municipalities; and

**WHEREAS** the Province of Nova Scotia has created a Waste Resource Management Strategy for Nova Scotia and has adopted regulations respecting Solid Waste Resource Management; and

**WHEREAS** the Province has designated areas within the Province as administrative regions for the purpose of preparing plans and obtaining funding to comply with the new strategy and regulations; and

**WHEREAS** the Province has not created specific regional organizations that would allow Municipal units to access funding, but has left the creation of inter-municipal arrangements entirely to Municipal units with each Region; and

**WHEREAS** individual units within the Northern Region have previously cooperated in the creation of a Northern Region Solid Waste Management Plan; and

**WHEREAS** *it is in the best interest of the Municipal units in the Northern Region to pursue their own individual interests in a coordinated way with their neighbors and to plan for joint cooperative action in future endeavors where possible; and*

**WHEREAS** there is a need to determine how inter-municipal cooperation can be achieved, how decisions can be made and how decisions or recommendations made through cooperative discussions can be reviewed and approved by independent Municipal Councils;

SIGNED, SEALED AND DELIVERED

### 5.13 Amended Pension Plan

**Moved by Councillor Fawthrop, seconded by Councillor Rhindress that Council approve the following resolution, thereby approving the amended and restated Pension Plan for Employees of the Town of Amherst to require that new non-union hires as of January 1, 2007 join a Defined Contribution plan:**

**WHEREAS** the Town of Amherst (the "Town") maintains a registered pension plan for its employees called the "Pension Plan for Employees of the Town of Amherst" (the "Plan");

**AND WHEREAS** the Town reserved the right under the Plan text effective April 1, 1982 to amend the Plan in whole or in part;

**AND WHEREAS** the Town wishes to amend the Plan to introduce a defined contribution provision;

**AND WHEREAS** the Town wishes to restate the Plan to incorporate all amendments made to the Plan text since it was last restated on January 1, 1992;

**NOW THEREFORE IT IS HEREBY RESOLVED THAT** the Plan shall be and is hereby restated in its entirety effective January 1, 2007 as per the version dated January 1, 2007;

**AND BE IT FURTHER RESOLVED THAT** such minor changes to the text effective January 1, 2007 as may be required by the Canada Revenue Agency and the Nova Scotia Superintendent of Pensions in order that the restated Plan be accepted for registration are hereby approved in advance.

**MOTION CARRIED**

5.14 Agreement – Provincially Funded Police Position

**Moved by Councillor Angel, seconded by Councillor March that the Town of Amherst enter into an agreement with the Province of Nova Scotia to accept the funding (\$100,000) being offered by the Province to create one additional police position for the Amherst Police Department.**

**MOTION CARRIED**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2007.

**BETWEEN HER MAJESTY THE QUEEN** in right of the Province of Nova Scotia, as represented by the Minister of Justice (hereinafter referred to as the "Province") **OF THE FIRST PART, AND the Town of Amherst, Nova Scotia** (hereinafter referred to as the "Town") **OF THE SECOND PART**

**WHEREAS** the Province and the Town are committed to working together to enhance public safety through policing services, programs and initiatives; and

**WHEREAS** the Province and the Town are committed to deploying police officer resources under the provincial commitment to add additional police officers in the Province to combat crime and promote law enforcement strategic initiatives collectively for Safe Communities in Nova Scotia; and

**WHEREAS** the Province and the Town wish to formally recognize their commitment to their continued cooperation;

**THEREFORE** in consideration of the covenants and agreements contained in this Agreement, the parties agree as follows:

1.0 **PROVINCE OF NOVA SCOTIA**

- 1.01 The Province agrees to provide funding in the amount of \$100,000 per police officer position allocated to the Town.
- 1.02 The Province agrees that the funding of any allocated police officer position will be provided to the Town, prorated from the commencement date of employment in the designated position, and once a police officer has been hired and deployed by the Town as not to reduce the existing size of the police officer positions for the Town.
- 1.03 The Province agrees to establish a consultation process to efficiently and effectively authorize and approve the allocated police officer position.

2.0 **TOWN OF AMHERST**

- 2.01 The Town agrees to provide an Annual Report to the Province of Nova Scotia, and that Annual Report will include, but not be limited to:
- (a) a statement of fact, that the position allocation is or continues to be an additional officer to the Amherst Police Department's established complement
- (b) the report demonstrates measurable and meaningful outcomes resulting from the allocated position.
- 2.02 The Town agrees that the additional police officer position resources funded by the Province will be utilized to enhance public safety and contribute towards providing safer communities and neighborhoods.
- 2.03 The Town agrees to provide information or verification to the province, as may be related to the tasks and duties of the allocated and funded position, at any time requested by the Province.

3.0 **TERMINATION**

- 3.01 This Agreement may be terminated by the Province upon twelve(12) months notice to the Town.

3.02 This Agreement may also be terminated by the Town upon twelve (12) months notice to the Province.

4.0 **NOTICE**

4.01 Notice to the Province shall be directed to: Office of the Executive Director  
Department of Justice  
5151 Terminal Road  
Halifax, Nova Scotia  
Canada  
B3J 2L6

4.02 Notice to the Town shall be directed to: CAO  
Town of Amherst  
P. O. Box 516  
Amherst, Nova Scotia  
Canada  
B4H 4A1

4.03 Nothing in this Agreement will derogate from any obligation which the Province has to ensure effective and efficient policing for the Province of Nova Scotia.

5.0 **INTERPRETATION**

5.01 This Agreement shall be interpreted according to the laws of the Province of Nova Scotia.

5.02 Any waiver by the parties hereto of any breach of this Agreement by the other, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement by the other.

5.03 This Agreement, including the preamble and the schedules, shall constitute the whole agreement between the parties and no representation or statement not expressly contained herein shall be binding upon either party.

5.04 If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed removed from the Agreement.

5.05 This Agreement may only be altered by means of a written memorandum signed by both parties. The said memorandum shall be supplemental to and shall be deemed to form part of this Agreement. This Agreement shall not be changed, modified or discharged orally.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.

5.15 MOU – Town of Springhill

**Moved by Councillor Angel, seconded by Councillor Fawthrop that the Town of Amherst enter into a Memorandum of Understanding with the Town of Springhill, authorizing their respective police agencies to form an integrated street crime unit, and authorize the Mayor to sign on behalf of the Town of Amherst, subject to the Province of Nova Scotia providing the funding for this unit as proposed.**

**MOTION CARRIED**

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN**  
The Springhill Police Service, HEREINAFTER REFERRED TO AS **SPS**, AND  
The Amherst Police Department, HEREINAFTER REFERRED TO AS **APD**

Respecting the Assignment to the Street Crime Unit Joint Operation of the two police agencies.  
HEREINAFTER REFERRED TO AS **“THE PARTICIPANTS”**

**PREAMBLE**

**WHEREAS** it is recognized that the SPS and the APD have investigative responsibilities;

**AND WHEREAS** it is also recognized that these agencies are tasked with the investigation of criminal activities;

**AND WHEREAS** it is hereby agreed to combine human resources of the SPS and the APD to provide for the effective investigation of criminal activities;

**NOW THEREFORE THIS MOU WITNESSES THAT** in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this MOU the parties agree as follows:

**EMPLOYEE**

1. The SPS/APD are willing to release the participants from their duties within their respective departments to occupy the positions of the Street Crime Unit, situate at 45 Victoria Street, Amherst, Nova Scotia on the terms and conditions set out herein and subject to their respective Collective Agreements.

**OBJECTIVE**

2. The objective of this MOU is to combine resources and expertise to facilitate the consistent, effective and timely investigation of criminal activities.

**ORGANIZATION**

3. During the term of these assignments, the participants will be subject to supervisory control of a team of delegated authorities of the respective departments.

**GENERAL TERMS AND CONDITIONS**

4. The participants will be assigned to the Street Crime Unit for a term of two (2) years commencing April 1<sup>st</sup> 2007 and up to and including March 31<sup>st</sup> 2009. The term of these assignments may be extended by agreement in writing by the parties on such terms and conditions as are mutually acceptable.
5. The participants will work on an 80 hour biweekly schedule as determined by the Supervisory Team. The Supervisory Team will be a team consisting of equal representation from each police agency as designated by the Chief of Police of each agency.
6. The SPS participant will be appointed as Peace Officer with the Amherst Police Department. The APD participant will be appointed as Peace Officer with the Springhill Police Service.
7.
  - a) The grant provided by the Province of Nova Scotia will be utilized to cover expenses incurred by the respective agencies for salary, benefits and other related associated costs, pursuant to the terms of their respective Collective Agreements.
  - b) The participants may be made available to the SPS/APD for special police duties at their respective departments as required, for a limited period upon agreement of the Supervisory Team.
8. The participants will not be required to wear a uniform in the course of performing the Street Crime Unit duties. A description of appropriate dress will be drawn up by the Supervisory Team.
9. The participants may compete for promotional opportunities within their respective departments, but if successful, the participants will remain with the Street Crime Unit until completion of term, unless the Supervisory Team agrees otherwise.
10. The SPS and the APD will save harmless and indemnify the other agency from all claims, losses, damages, demands and expenses arising out of the assignment of the participants with the exception of any claims, losses, damages, demands or expenses incurred as a result of the negligence of either agency, their agents, employees and assigns.

**LEAVE**

11. The respective departments will be responsible for leave approval for the participants as per entitlements of their Collective Agreements.

**EXTENDED LEAVE, SICKNESS, LONG-TERM DISABILITY**

12. In the event that a participant is required to take extended leave, the positions will be back-filled within 90 days of the first date of absence.

**EVALUATION**

13. The Supervisory Team will be responsible for completing written annual performance reviews of the participants. These evaluations will be related to assigned duties of the Street Crime Unit and based on the Standard Operational Procedures of the Province of Nova Scotia.
14. As part of the evaluation process, participants who do not meet performance expectations will be returned to their originating police department. The Supervisory Team would be responsible to demonstrate non-performance.
15. The Supervisory Team will meet at least quarterly to review and assess the operation and effectiveness of this MOU.

**TRAINING**

16. The SPS and APD shall provide the participants with training as required to perform their roles in the Street Crime Unit.

**EXPENSES**

17. The Supervisory Team will be responsible for the approval of all overtime and travel expenses.
18.
  - a) All travel required to perform Street Crime Unit duties will be reimbursed as per the respective departmental policies.
  - b) Approved overtime incurred by the participants in their performance of required Street Crime Unit duties may be paid or taken as lieu time off, the banked amount as determined by the Supervisory Team. Lieu Time Off cannot be carried over as time owed upon return to the home department.
  - c) All necessary equipment, furniture, vehicle(s) and operating expenses will be paid for jointly by the Springhill Police Service and Amherst Police Department.

**DISCIPLINE**

19. The Supervisory Team is responsible for the general conduct of members of the Street Crime Unit, in accordance with the Nova Scotia Police Act & Regulations.

**REPORTS**

20. Reports will be submitted and files maintained at the offices of the Amherst Police Department and/or the Springhill Police Service, as may be required, and will be available to the management team of each department.

**EQUIPMENT**

21. Appropriate secure office space will be supplied by the Amherst Police Department. Computer and other relevant equipment will be purchased jointly by the SPS and the APD. Safeguarding of such equipment against loss, theft or damage will be the responsibility of the participants. In cases of carelessness or negligence, as determined by investigation, the SPS and/or APD may be liable for repair or replacement costs of equipment lost, stolen or damaged while in the care of or under control of the participants.

**POLICE VEHICLE(S)**

22. The participants will share in the use of police motor vehicle(s) owned or leased by the SPS and the APD in carrying out the operation of the Street Crime Unit. Each agency will provide their own vehicle.
23. Motor vehicles being operated by the participants shall not be involved in duties other than those pertaining specifically to the Street Crime Unit.

**RESOLUTION AND DISAGREEMENT**

24. Any disputes concerning the implementation of this MOU shall be resolved to the extent possible between the Chiefs of the Springhill and Amherst Police agencies.

**AMENDMENT / TERMINATION**

25. This MOU may be modified at any time through the mutual consent of the parties thereto. No such amendment or variation to the conditions contained herein shall be binding unless evidenced in writing and signed by all members of the Supervisory Team.
26. This MOU may be terminated upon notice by one party given to the other parties herein. Such notice will be in writing and shall occur at the end of a fiscal year or with a minimum of six month's notice to the other parties, after which time the participant will return to duties commensurate with his/her rank within his/her respective department.
27. The following positions are designated as departmental representatives for the purposes of this MOU and any notices required under this MOU shall be delivered as follows:

In the case of the Springhill Police Service, to the Chief of Police or his/her designate.

In the case of the Amherst Police Department, to the Chief of Police or his/her designate.

5.16 Positively Amherst Phase II Appointment

**Moved by Councillor March, seconded by Councillor Fawthrop that Deputy Mayor Baker be the Council representative on the Positively Amherst Phase II Steering Committee.**

**MOTION CARRIED**

5.17 Chlorination Study

**Moved by Deputy Mayor Baker, seconded by Councillor Chitty that Council accept the CBCL Chlorination Study, and refer the recommendations to the Capital Budget process.**

**MOTION CARRIED**

Subsequent to the motion, Councillor Chitty recommended that Council direct the CAO to determine whether viable alternative solutions exist other than those identified in the report.

6. **ADDITIONAL ITEMS**6.1 Recognition of Tammara Ashe, Barb Thompson and Geoff deGannes

Councillor Fawthrop said that it has come to the attention of Council that Tammara Ashe and Barb Thompson are leaving their positions with Eastlink Television and the Cumberland County Museum, respectively. As well, Geoff deGannes has recently retired from his position with CKDH Radio. Because each of these individuals has performed their jobs above and beyond the call of duty, and has contributed much more to the community than their '9 to 5' assignments, Councillor Fawthrop suggested that Council should recognize them for their contributions.

**Moved by Councillor Fawthrop, seconded by Councillor Rhindress that Council send a letter of appreciation to Geoff deGannes, Tammara Ashe and Barb Thompson on behalf of Council thanking them for their contributions to the community.**

**MOTION CARRIED**

6.2 Funding Application – Celebrate Canada 2007

**Moved by Councillor March, seconded by Deputy Mayor Baker that the Town of Amherst submit a funding application to Canadian Heritage in the amount of \$2,170 to help defer the costs related to Canada Day Celebrations.**

**MOTION CARRIED**

7. **DEPARTMENTAL REPORTS**7.1 Operational Services

**Moved by Deputy Mayor George Baker, seconded by Councillor March that Council adopt the following monthly report from the Operational Services Department:**

**MOTION CARRIED**

The actual construction of the Derby Street lift station began on February 21<sup>st</sup> with work expected to be substantially complete by mid-March. Tenders for the Eddy Street lift station will be called shortly and are scheduled to close on March 13 with a prospective tender award on March 26.

We now have all material for the new RA5 pedestrian walk light at Hickman and West Victoria Street. Rayel Services have been contacted to install the lights. We are waiting for NS Power to install new strand wires that will support the signs. We expect these lights to be operational within the next month.

In early January the recorded temperatures were reasonably mild for this time of year which allowed us to complete our 3250 water meter readings in good time. The temperature then dropped from a high of plus 14 degrees on January 6<sup>th</sup> to minus 24 degrees on January 18<sup>th</sup>. We did plow the Town streets two days and salt usage at 151 tonnes in January was about half that used the previous January.

The Utility Crew carried out a street light survey to locate non-functioning lights. Currently we have over 1200 street lights and faulty ones are only repaired when we bring them to the attention of Nova Scotia Power.

Temporary Workplace Traffic Control and Temporary Workplace Signage courses were conducted during the month to ensure our employees meet Provincial workplace safety regulations.

We have now received the CBCL study that was done to identify the causes of taste and odor concerns related to our drinking water. The major revelation from this study is that the time water from the wellfield stays in the Willow Street reservoir far exceeds the length of time a chlorine residual remains in the water supply.



What we feel is the critical recommendation in the report is to install a new water main from the John Black Road intersection up Willow Street to the reservoir. What this accomplishes is all water pumped from the wellfield will flow into the reservoir, all water used by Amherst customers will flow from the reservoir, we will be able to reduce the levels of chlorine being injected at the wellfield, we will eliminate those volumes of water with chlorine residual levels that approach the taste / odor threshold, and our system will become stabilized. To accomplish this work we have included this project in this year's water department capital budget.

## 7.2 Community and Economic Development Department

**Moved by Councillor David March, seconded by Councillor Fawthrop that Council adopt the following monthly report from the Community and Economic Development Department:**

**MOTION CARRIED**

### **Facilities Operations**

The Amherst Stadium continues to be busy as we conclude the regular season schedule for the Amherst Ramblers. Playoffs will commence shortly which equate to larger numbers of spectators and more demands on equipment and staff. We have reached a level of satisfaction with the heat in the dressing rooms in the Stadium and changes related to canteen operations and products have been successfully completed.

Staff has started to plan forward to the spring and operational issues related parks, playground, athletic fields and green areas in the Town. We are working with the Rotary Club in terms of the initial phase of development of the Rotary Centennial Park.

### **Amherst/Escalante Municipal Partnership**

A three- member delegation represent Amherst successfully completed a technical mission to the Philippines. The delegation including Roger Mac Isaac, Corinne Burke, our technology officer and Trevor Franker, a senior planner with the NS Department of Natural Resources completed research and data collection activities related to Ecotourism Development, Business and Career Resource Center Development and Technology Development. City officials from Escalante will respond to the recommendation made related to the work completed in this mission over the next 6 months

### **Athletic Achievement Awards**

The Town of Amherst has hosted the Athletic Achievement Awards on Wednesday February 7, 2007. This event provides Mayor and Council with an opportunity to formally recognize individuals and teams who have accomplished a provincial or higher championship or honor during the past calendar year.

### **Business Development Activities**

Work on the Staple Fulfillment Centre in the industrial park continues with the steel erection now complete. Congratulations to Chuck Cartmill and C vision on being awarded a \$2.1 million contribution under the Atlantic Innovation Fund to be used for research on the viability of LED Street Lights. The Town of Amherst supported this application last year and at that time, entered into a Memorandum of Understanding with C vision which may lead to Amherst becoming the testing ground for this new application of LED lighting.

## 7.3 Planning and Development Department

**Moved by Councillor Ed Chitty, seconded by Councillor March that Council adopt the following monthly report from the Planning and Development Department:**

**MOTION CARRIED**

### **Building Activity**

As of December 31, 2006 the total value of building permits issued in the Town was **\$15,142,812** compared to **\$6,551,530** at this point last year. During the last month there were 2 new housing units constructed within Town. There were no other significant permits issued during the month of December.

### **Dangerous and Unsightly Premises**

So far this year we have had 35 complaints. 27 complaints have been resolved. Four orders have been issued and 3 remain active. One vehicle was removed from a property by the Administrator during this period. A clean-up of an additional property was contracted out and is expected to be complete in February.

### **Other Items**

Staff continue to work with a number of prospective residential developers on potential multi-unit developments within Town.

The Planning Advisory Committee had an initial meeting on the topic of improving the aesthetics of the South Albion Street commercial area. Staff have received some direction and further discussions will take place.

A request for proposals has been issued for a new building permit / land development software package. We hope to have this software purchased and installed for this coming construction season.

7.4 Police Department

**Moved by Councillor Robert Angel, seconded by Councillor Chitty that Council adopt the following monthly report from the Police Department:**

**MOTION CARRIED**

**Personnel**

A request for applications for two full time police officers has been advertised on the Town of Amherst website, the HRDC Website and the Amherst Daily News Town ad. A competition will take place in the near future. Sgt. Aubrey Armsworthy and Cst. Ken Gilbert remain on indefinite sick leave. Cst. Troy Keirstead has tendered his resignation effective February 20<sup>th</sup>, in order to accept a position with the R.C.M.P. Cst. Keirstead has been a member of the department since 2003. Commissionaire Ian Johnston has been off work since January 24<sup>th</sup> due to illness. Commissionaire Tom Osborne, who filled in as Bylaw Enforcement Officer in the past, will backfill Commr. Johnston's position until his return, expected to be in approximately 2 months.

**Training**

In January Deputy Chief Naylor attended a one week course delivered by the N.S. Department of Justice entitled "Fundamentals of Auditing in a Police Organization. Cst. Curtis Fudge received training in "Investigation and Assessment of Child Sexual Abuse Level 1 from February 12-16, delivered by the N.S. Department of Community Services. Cst. Fudge has also been enrolled in the Canadian Police Knowledge Network's "Search and Seizure" online training.

**Building & Equipment**

Building tile replaced carpeting in the building during the week of February 12<sup>th</sup> 2007. This was a Capital Budget expenditure. Two in-car video systems have also been purchased through Capital and were installed during the week of February 12<sup>th</sup>.

7.5 Fire Department

**Moved by Councillor Terry Rhindress, seconded by Deputy Mayor Baker that Council adopt the following monthly report from the Fire Department:**

**MOTION CARRIED**

**ALARM RESPONSES:**

From – January 11/07- February 12/07, the members of our Fire Department responded to 7 calls in the Town of Amherst and 7 calls to the County coverage area. Our Fire Department also assisted the Pug wash Fire Department to extinguish a serious house fire on the Gulf Shore Road on Jan. 18/07 and assisted the River Hebert Fire Department to extinguish a serious house fire on the Harrison Lake Road on Feb.09/07.

**TRAINING AND FIRE DEPT. ACTIVITIES:**

During the month of February our firefighters will be concentrating mainly on HazMat training with two courses being provided. The first course will be on HazMat Awareness and the second course will be on HazMat Operations. Firefighter Otis White attended a two day course in Halifax on the proper procedure to rescue someone trapped in an elevator. He will now be approved to train the rest of our firefighters on these required procedures. Chief Crossman is preparing a schedule for him to visits all of the Fire Departments in the County to explain the requirements for each of these departments, in the event that they may respond to a HazMat call in their areas. This will clarify what is expected of them in preparation of our HazMat Unit arriving on scene to take over the incident. The annual Firefighter's Burn Treatment Curling Bonsel held on Feb.23,24 and 25 at the Amherst Curling Club was once again very successful with teams participating from various parts of the province. Funds from this event go toward the purchase of equipment and the operation of the Burn Unit in Halifax.

**FIRE PREVENTION and Emergency Preparedness:**

Our fire inspectors are still concentrating on inspections to the local industries and are finding the industries very cooperative while they are performing these inspections. Investigations are still ongoing to attempt to find the person or persons responsible for the fire on Havelock Street that occurred a year ago, and most recently the one on the corner of Havelock and Prince Arthur Streets. Anyone having information on either of these fires is asked to contact the Fire Chief or the Major Crime section of the Amherst Police Department.

We have 12 people from various departments of the Town of Amherst signed up for the Basic Emergency Management course being held at the Wandyln Inn on March 20,21,and 22. We also have 11 people signed up for the Emergency Operation Centre training course scheduled for April 17,18 and 19, also to be held at the local Wandyln.

7.6 Corporate Services Development

**Moved by Councillor Fawthrop, seconded by Councillor Rhindress that Council adopt the following monthly report from the Corporate Services Department:**

**MOTION CARRIED**

**MONTHLY EXPENDITURES**

Expenditures during the month of January 2007 totaled \$1,010,937 compared to \$1,013,764 for the same month last year.

	January 2007	January 2006
Corporate Services	\$ 280,429	\$ 282,007
Police Department	197,740	198,662
Fire Department	96,758	105,376
Operational Services	223,024	214,122
Planning Department	30,997	25,892
Community & Economic Development	100,971	102,108
Water	81,019	85,597
	<u>\$ 1,010,937</u>	<u>\$ 1,013,764</u>

**COLLECTIONS**

Total amount owing to the Town at the end of January 2007 was \$1,322,053. During the month of January 2007 we collected \$632,014.

Amounts outstanding:

	January 2007			January 2006		
	Current	Prior	Total	Current	Prior	Total
Property Taxes	\$ 433,176	\$ 168,990	\$ 602,166	\$ 365,877	\$ 229,154	\$ 595,031
Business Taxes	88,298	119,534	207,832	91,491	122,304	213,795
Sewer Rates	183,695	9,990	193,685	169,276	45,286	214,562
Water Rates	244,537	33,711	278,248	195,602	125,877	321,479
Other	21,445	18,677	40,122	58,760	19,697	78,458
	<u>\$ 971,151</u>	<u>\$ 350,902</u>	<u>\$ 1,322,053</u>	<u>\$ 881,007</u>	<u>\$ 542,318</u>	<u>\$ 1,423,325</u>

Amounts collected in the month of January 2007:

	January
Property Taxes	\$ 90,416
Business Taxes	44,329
Sewer Rates	17,027
Water Rates	24,212
Other (Note 1)	456,030
	<u>\$ 632,014</u>

Note 1 - includes all other grants, fines, fees, including stadium revenue.

**YEARLY OPERATING STATEMENT**

As of January 31, 2007 we are ten months into our fiscal year. Our total revenue to date is \$12,942,004 compared to the budgeted amount of \$12,865,242. Our total expenditures to date are \$10,334,677 compared to the budgeted amount of \$10,872,573.

## Yearly Operating Statement - April 1 to January 31, 2007:

	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>%</b>
<b>Corporate Services</b>				
Revenue	\$ 3,530,256	\$ 3,423,194	\$ 107,062	103.13%
Expenditure	(2,707,541)	(2,777,145)	69,603	97.49%
Net Contribution (Cost)	822,714	646,050	176,665	
<b>Police Department</b>				
Revenue	2,733,871	2,737,869	(3,998)	99.85%
Expenditure	(1,957,672)	(2,184,263)	226,591	89.63%
Net Contribution (Cost)	776,199	553,606	222,593	
<b>Fire Department</b>				
Revenue	1,395,084	1,395,931	(847)	99.94%
Expenditure	(1,128,101)	(1,204,292)	76,191	93.67%
Net Contribution (Cost)	266,983	191,639	75,343	
<b>Operational Services</b>				
Revenue	3,601,418	3,604,078	(2,660)	99.93%
Expenditure	(3,080,780)	(3,154,995)	74,215	97.65%
Net Contribution (Cost)	520,638	449,083	71,555	
<b>Planning &amp; Development</b>				
Revenue	352,803	342,810	9,993	102.92%
Expenditure	(277,026)	(303,516)	26,490	91.27%
Net Contribution (Cost)	75,777	39,294	36,483	
<b>Community &amp; Economic Development</b>				
Revenue	1,328,573	1,361,360	(32,787)	97.59%
Expenditure	(1,183,556)	(1,248,362)	64,806	94.81%
Net Contribution (Cost)	145,017	112,998	32,019	
<b>Grand Totals</b>				
Revenue	12,942,004	12,865,242	76,762	100.60%
Expenditure	(10,334,677)	(10,872,573)	537,896	95.05%
Net Contribution (Cost)	<b>\$ 2,607,328</b>	<b>\$ 1,992,670</b>	<b>\$ 614,658</b>	<b>130.85%</b>

## 8. ADJOURNMENT

On motion by Councillor Rhindress the meeting adjourned at 8:00 PM.

## APPROVED:

Gregory D. Herrett, CA  
Chief Administrative Officer

Jerry Hallee  
Mayor

**Amherst Town Council Meeting**  
**Monday, February 26, 2007 at 7:00 PM**

**AGENDA**

<b>1.</b>	<b>O CANADA</b>		
<b>2.</b>	<b>DELEGATION</b> Cumberland County Exhibition – Leonard Allen		
<b>3.</b>	<b>PUBLIC HEARINGS</b>		
3.1	Ketchum Corner Development Agreement, DA 2007-02		
3.2	28 South Albion Development Agreement, DA 2007-01		
<b>4.</b>	<b>CALL TO ORDER</b>		
<b>5.</b>	<b>ACTION ITEMS</b>	<b>RFD#</b>	
5.1	Additions to Agenda		
5.2	Approval of Agenda		
5.3	Approval of Minutes, January 22, 2007 Regular Meeting		
5.4	Ketchum Corner Development Agreement, 2 <sup>nd</sup> Reading	2007010	
5.5	28 South Albion St. Development Agreement, 2 <sup>nd</sup> Reading	2007009	
5.6	22 Ottawa Avenue, Development Agreement, 1 <sup>st</sup> Reading	2007016	
5.7	Request for Financial Support – Nicola Sperry	2007015	
5.8	Ketchum Corner – Amend Purchase & Sale Agreement	2007023	
5.9	CJSMA Budget 2007-2008	2007019	
5.10	Blanche Parking Lot – Lease Agreement	2007020	
5.11	Salary Administration Policy, Annual Economic Adjustment	2007012	
5.12	Northern Region Agreement – Proposed Amendment	2007022	
5.13	Amended Pension Plan	2007021	
5.14	Agreement – Provincially Funded Police Position	2007025	
5.15	Memorandum of Understanding – Town of Springhill	2007026	
5.16	Positively Amherst Phase II Appointment	Memo	
5.17	Chlorination Study	Memo	
<b>6</b>	<b>ADDITIONAL ITEMS</b>		
6.1	Contributions to the community by Tammara Ashe and Barb Thompson		
6.2	Funding Application – Celebrate Canada 2007	2007024	
<b>7</b>	<b>DEPARTMENTAL REPORTS</b>		
7.1	Operational Services Department Monthly Report		
7.2	Community & Economic Development Department Monthly Report		
7.3	Planning & Development Department Monthly Report		
7.4	Police Department Monthly Report		
7.5	Fire Department Monthly Report		
7.6	Corporate Services Department Monthly Report		
<b>7.</b>	<b>ADJOURNMENT</b>		