

**Minutes of a Regular Meeting of Amherst Town Council  
Held in Council Chambers  
Monday, February 23, 2009 at 7:00 PM**

**PRESENT:** Mayor Rob Small  
Councillor George Baker  
Councillor Robert Bird  
Councillor Dale Fawthrop  
Councillor David March  
Councillor Terry Rhindress  
Greg Herrett, CAO  
Jason MacDonald, Director of Planning & Engineering Services  
Rebecca Purdy, Executive Assistant

**REGRETS:** Deputy Mayor Robert Angel

**1. O CANADA**

**2. HEARINGS / PRESENTATIONS**

**3. CALL TO ORDER**

Mayor Small called the meeting to order at 7:00 PM

**3.1 Additions to Agenda M-0902-01**

**Moved by Councillor Baker, seconded by Councillor March that the following item be added to the Agenda: 6.8 Meeting the Needs of Business**

**MOTION CARRIED**

**3.2 Approval of Agenda M-0902-02**

**Moved by Councillor Baker, seconded by Councillor March to approve the agenda with the above-noted addition.**

**MOTION CARRIED**

**3.3 Approval of Minutes – January 26, 2009 Regular Council Meeting M-0902-03**

**Moved by Councillor Rhindress, seconded by Councillor Fawthrop to approve the minutes of the January 26, 2009 regular Council meeting as circulated.**

**MOTION CARRIED**

**4. REQUESTS FOR DIRECTION**

**4.1 Policy: Tree Committee – RFD#2009005 M-0902-04**

**Moved by Councillor Fawthrop, seconded by Councillor Rhindress that Council approve the Tree Advisory Committee Policy, #64000-03 as presented.**

**MOTION CARRIED**

**TOWN OF AMHERST POLICY NUMBER 65000-03  
TREE ADVISORY COMMITTEE**

**PURPOSE**

To establish a policy for the governance of the Amherst Tree Advisory Committee.

**BASIS**

To provide Council and staff direction related to Dutch Elm diseased trees within the Town of Amherst and to other issues related to trees within the community which are not the direct responsibility of the Town Engineer under the *Municipal Government Act*. Dutch Elm Disease continues to be a significant concern to all municipalities in Nova Scotia including the Town of Amherst. To ensure community involvement, the Town requires the assistance from concerned community members to provide their expertise and direction so that the spread of Dutch Elm disease can be curtailed.

**ROLE OF COMMITTEE**

The role of a Tree Advisory Committee is to:

1. Advise Council as required from time to time with data related to Dutch Elm diseased trees in Amherst and the spread of this disease.

2. The Committee will work with staff in determining appropriate strategies and actions for the treatment and/or removal diseased trees.
3. The Committee will provide advice regarding the species of trees that the Town should plant in place of the trees that have been removed.
4. The Committee will work with staff and consider any training opportunities or resources that the Town should be accessing in addressing Dutch Elm Disease Trees in Amherst.
5. The Committee will provide advice and direction on matters related to Trees within the Town of Amherst that Council may request from time to time.

**MEMBERSHIP:**

1. The Council shall appoint members of the Tree Advisory Committee by resolution.
2. All members shall be residents of the Town and shall include two members of Town Council and three citizen appointees.
3. The term for citizen appointees shall be three years, and members may be re-appointed to the Committee without limitations. Citizen appointee terms shall be by fiscal year.
4. In September of the last year of the term, an advertisement for citizen appointees shall be placed in the local newspaper. Council will appoint members for the new term prior to the end of that year.

**MEETINGS:**

1. Meetings will be scheduled by the Chairperson in consultation with staff. Generally meetings will commence at 12:00 noon.
2. The committee will meet at least three times annually. All meetings are open to the public.

4.2 Appointment of Town Crier – RFD#2009008 M-0902-05

**Moved by Councillor March, seconded by Councillor Baker that Council reappoint Gerald Randall to the office of Town Crier for a term effective immediately and expiring on October 31, 2012.**

**MOTION CARRIED**

4.3 Ron Elliott Tournament: Request for Financial Support – RFD#2009009 M-0902-06

**Moved by Councillor Rhindress, seconded by Councillor Fawthrop that Council approve funding in the amount of \$250 to assist with costs associated in hosting the Ron Elliott Memorial Female Hockey Tournament in Amherst from March 6 – 8, 2009.**

**MOTION CARRIED**

4.4 Midget AAA Atlantics: Request for Financial Support – RFD#2009010 M-0902-07

**Moved by Councillor Baker, seconded by that Councillor March that Council approve funding in the amount of \$500 to assist with costs associated in hosting the Minor Midget AAA Atlantic Hockey Championship in Amherst from March 26 – 29, 2009.**

**MOTION CARRIED**

4.5 1<sup>st</sup> Reading, Development Agreement (Dickey Street Apt) – RFD#2009011 M-0902-08

**Moved by Councillor Bird, seconded by Councillor Baker that Council approve First Reading of a development agreement with David and Marsha Allen to permit a 90-unit apartment complex on the corner of Dickey and Rupert Streets, and set the date for the public hearing at April 27, 2009 at 7:00PM.**

**MOTION CARRIED**

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2009.

Between:

**David and Marsha Allen** (owner of property located at the corner of Dickey Street and Rupert Street [PID 25041666], hereinafter called the "Owner"), of the one part,

and

**The Town of Amherst** (a body corporate in the Province of Nova Scotia, 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 four (4) multi-unit residential buildings, comprising a total of ninety (90) dwelling units, as well as associated on-site parking, landscaping, amenities, accessory structures, infrastructure improvements, etc, on property located at the corner of Dickey Street and Rupert Street, Town of Amherst, Nova Scotia;

AND WHEREAS, as a condition of granting Council approval, that the Owner enter into an development agreement (hereinafter referred to as "Agreement") with the Town;

AND WHEREAS, the Council of the Town, at its meeting on the \_\_\_\_\_ Day of \_\_\_\_\_ 2009, approved the said 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 Agreement, as requested by the Owner, the Owner agrees to the following:

1. That the Owner is the registered owner of the aforesaid land in the Town of Amherst (hereinafter called the "Land"). Furthermore, the aforesaid Land is the only land in the Town of Amherst to which this Agreement applies. The subject Land is illustrated in the plan shown on Schedule B, attached hereto and forming part of this Agreement;
2. That the Owner may construct four (4) multi-unit residential buildings, comprising a total of ninety (90) dwelling units, as well as associated on-site parking, landscaping, amenities, accessory structures, infrastructure improvements, etc, on the said Land, subject to the requirements outlined in the attached Schedules A, B, C and D.
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. No development permit shall be issued until the expiration of the appeal period specified for development agreements in the Municipal Government Act, or upon the withdrawal or dismissal of any appeal which may be taken.

**SIGNED, SEALED AND DELIVERED**

#### **SCHEDULE A – TERMS AND CONDITIONS**

##### **1. General Requirements**

- 1.1. Prior to any development occurring on the Land, a development permit(s), approved by the Town, which is in accordance with this Agreement, must be issued, in addition to any other permits that may be required. Development of the Land, and the issuance of a development permit, shall be executed in accordance with the phasing plan, attached to this Agreement as Schedule C.
- 1.2. Prior to the issuance of any development permit, the Owner of the Land shall enter into an easement agreement with the Town, in accordance with Section 4.4 of this Agreement.
- 1.3. Prior to the issuance of any development permit, the Owner shall submit, to the Town, the following, which shall be prepared to the Town's satisfaction:
  - a) A master utilities plan, in accordance with Section 4.1 of this Agreement;
  - b) A master drainage plan, in accordance with Section 4.2 of this Agreement.
- 1.4. This Agreement shall expire unless:
  - a) Endorsed by the Town and the Owner within six (6) months of the date the Agreement is approved by Council, or
  - b) A principle building is constructed, and an occupancy permit issued, within five (5) years of the date the Agreement is approved by Council.
- 1.5. All aspects of this Agreement are deemed to be substantive in nature, and, therefore, shall be amended through a public hearing process, except for the following:
  - a) The location and dimensions of one (1) accessory structure for housing solid waste and utilities;
  - b) The relative location of buildings, parking areas, driveways, open space, amenities and landscaping, etc, provided the location of the aforesaid are substantially in conformance with the master site plan, attached to this Agreement as Schedule B;
  - c) The design and external appearance of buildings, provided the design and external appearance of the aforesaid are substantially in conformance with the attached Schedule D; Section 3.4.
  - d) The phasing of development, provided the corner area, adjacent to Rupert Street and Dickey Street, is developed first;
  - e) Landscaping and Section 5.0, generally.

## 2. Land Use Requirements

- 2.1. The use of the Land shall be limited to the following:
- a) Two (2) multi-unit residential buildings, each containing a minimum of thirty (30) and a maximum of thirty-three (33) dwelling units;
  - b) Two (2) multi-unit residential buildings, each containing a minimum of ten (10) and a maximum of twelve (12) dwelling units;
  - c) One (1) accessory building for housing utilities and/or solid-waste.
  - d) On-site parking areas, driveways, etc; private open space;
  - e) Residential outdoor recreation apparatus, such as swings and play sets, outdoor benches and tables, and similar structures.

## 3. Site and Building Requirements

- 3.1. The location and configuration of buildings, parking areas, entranceways, driveways and open space and amenity areas shall conform substantially with the master site plan, attached to this Agreement as Schedule B.
- 3.2. The setback dimensions for all buildings, parking areas and entranceways shall conform substantially with the master site plan, attached to this Agreement as Schedule B.
- 3.3. The main buildings shall be developed in accordance with the phasing plan, attached to this Agreement as Schedule C.
- 3.4. The form, massing, dimensions, design and exterior appearance of the two 3-story buildings fronting Dickey Street shall conform substantially with Schedules D and D.1. The design and exterior appearance of the two 12-unit 2-story buildings shall complement, and blend with, the design and exterior appearance of the two 3-story buildings fronting Dickey Street.
- 3.5. The two 3-story buildings fronting Dickey Street shall share a substantially similar architectural and exterior design treatment. All second and third story units on the two 3-story buildings fronting Dickey Street shall have balconies that face Dickey Street, and the ground level units of both buildings shall have double wide doors facing Dickey Street, and paved walkways connecting to the sidewalk.

## 4. Utility and Servicing Requirements

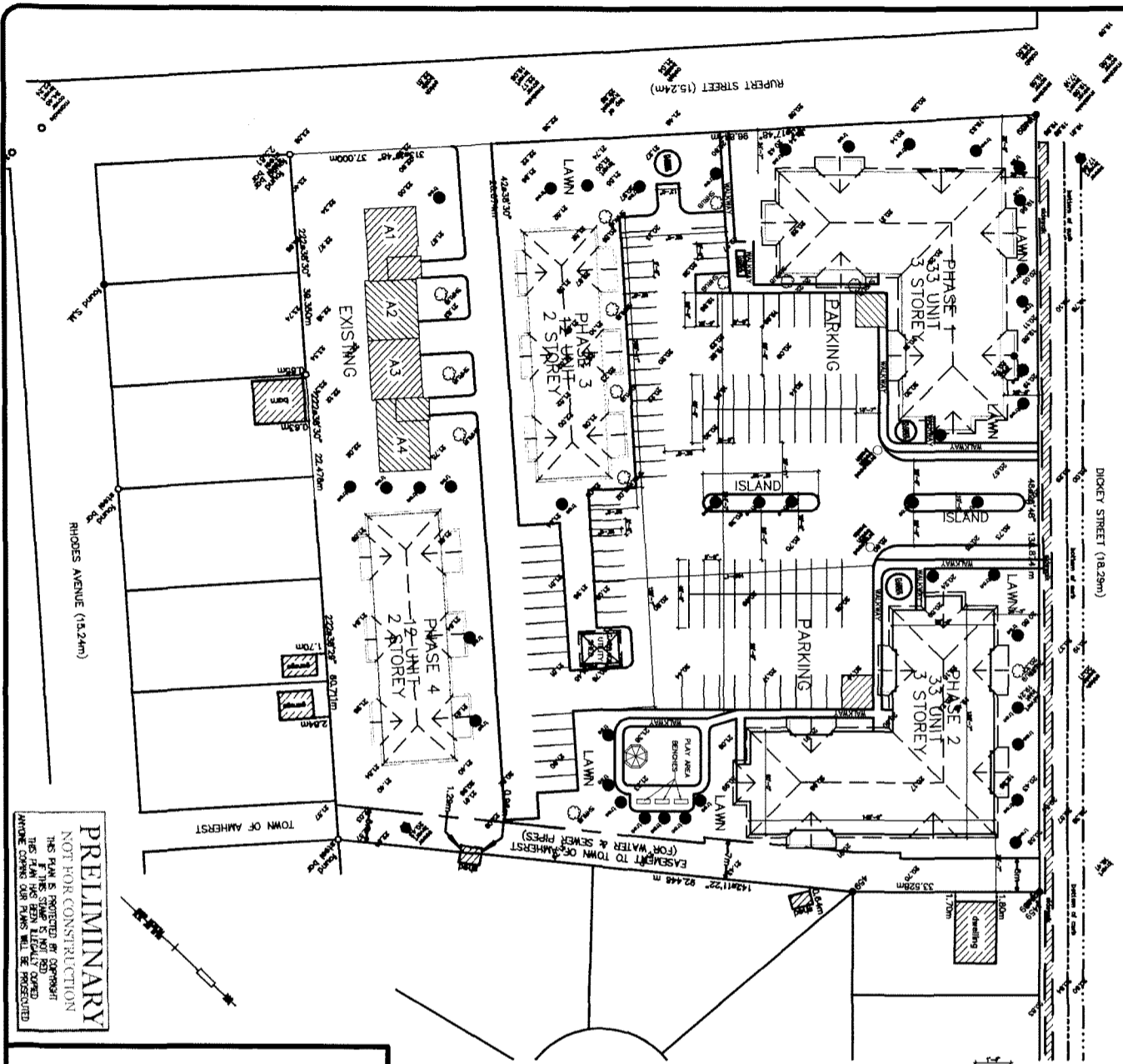
- 4.1. Water, sanitary-sewer and fire hydrant infrastructure shall be constructed and installed in accordance with all applicable Town regulations and a master utilities plan, which has been prepared by a qualified professional and approved by the Town. Installation shall be completed to the satisfaction of the Town.
- 4.2. Storm-water infrastructure shall be constructed and installed in accordance with all applicable Town regulations and a master drainage plan, which has been prepared by a qualified professional and approved by the Town. Installation shall be completed to the satisfaction of the Town.
- 4.3. Relocation of the existing storm-water line on the Land shall be the sole responsibility of the Owner, and shall be completed in accordance with all applicable Town regulations and a master drainage plan, which has been prepared by a qualified professional and approved by the Town. Relocation shall be completed to the satisfaction of the Town.
- 4.4. Prior to the issuance of any development permit, the Owner of the Land shall enter into an easement agreement with the Town respecting the granting, to the Town, of a six (6) meter wide utility easement, to be located along the east end of the property. Preparation of said easement agreement, and any associated costs, shall be the responsibility of the Owner, and shall be prepared to the Town's satisfaction.
- 4.5. Separate water meters shall be installed for each building in accordance with the Town of Amherst Sewer Bylaw.
- 4.6. All on-site lawn areas, trees, shrubs, play areas, amenities, street lamps, signs, etc, shall be managed and maintained by the Owner, and kept in a neat, orderly and functional condition. Parking areas and driveways shall be kept clear of snow.
- 4.7. Solid-waste pickup shall be private, and the responsibility of the Owner, in accordance with the Town's Solid Waste Bylaw.

## 5. Landscaping, Signage and Amenity Requirements

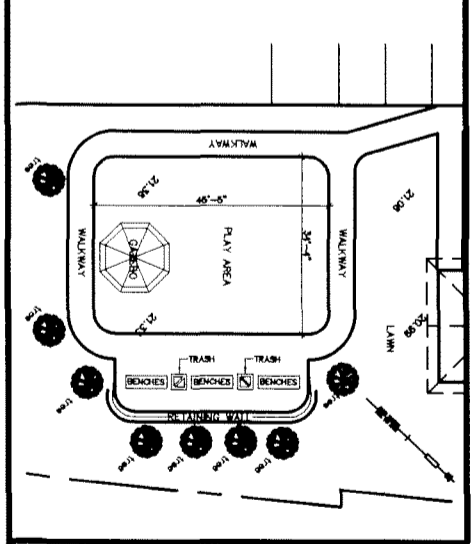
- 5.1. The Owner shall provide an amenity/ park area within the Land for the use and enjoyment of the residents of the development. Said amenity/ park area shall be developed and constructed in accordance with the master site plan, attached to this Agreement as Schedule B, and the phasing plan, attached to this Agreement as Schedule C.
- 5.2. Notwithstanding Section 5.1, the amenity/park area shall include, at a minimum, a seating area, consisting of sturdy and durable benches, street lamps, waste receptacles and tree and shrub planting. The seating area shall have an overhead structure to provide protection from the weather. The seating area shall be located on a hard surface and the balance of the amenity area shall consist of grass lawn, tree and shrub planting.

- 5.3. Landscaping, including the planting of trees, shrubs, flower gardens and ground cover, shall be constructed and installed in accordance with the master site plan, attached to this Agreement as Schedule B, and the phasing plan, attached to this Agreement as Schedule C.
- 5.4. Notwithstanding Section 5.3, deciduous trees shall be planted, at a minimum:
- a) Within the two planting islands of the parking area, in a row formation. At least three (3) trees shall be planted in each island.
  - b) Within the landscaped areas that bound Dickey Street and Rupert Street, in a row formation, with spacing, from center, to be no greater than 7 meters between trees;
  - c) Within the amenity/ park area. At least six (6) trees shall be planted.
- 5.5. In addition to the planting required through Section 5.4(a), the planting islands shall also include shrub plantings, to be located between tree plantings.
- 5.6. In addition to the planting required through Section 5.4(c), the amenity/ park area shall also include the planting of at least five (5) evergreen trees along the south and east sides of the amenity area, in order to provide screening and a wind buffer.
- 5.7. Deciduous trees shall have at least a seven centimeter caliper at the time of planting. Evergreen trees shall be a minimum of 1.8 meters in height at the time of planting. Shrubs shall be a minimum of .6 meters in height at the time of planting. Only nursery-grown plant materials shall be acceptable, and all trees, shrubs and ground covers shall be planted according to accepted horticultural standards.
- 5.8. Within the next planting season following the season where a tree, shrub or ground cover was planted, all trees, shrubs and ground cover that have died shall be replaced by the Owner.
- 5.9. No trees or shrubs shall be planted within a utility easement.
- 5.10. Street lamps shall be placed at regular intervals within the site in order to illuminate the parking area, entranceways and amenity/ park area. The design of street lamps shall include distinctive ornamental and decorative features, in order to enhance the pedestrian environment, and shall not be purely utilitarian in nature. Street lamps shall not exceed 3.5 meters in height and shall be designed to minimize glare and overhead sky glow by directing light towards the ground.
- 5.11. A permanent illuminated stone sign, at least two square meters in area, illustrating the name of the development, shall be located near the Dickey Street entrance, and facing Dickey Street, and be constructed prior to a building permit being issued for the second building on the property.
- 5.12. One accessory structure for housing garbage and utilities shall be developed and constructed in accordance with the master site plan, attached to this Agreement as Schedule B, and the phasing plan, attached to this Agreement as Schedule C. Said structure shall consist, as a minimum, of a wood enclosure, with a minimum height of 2.1 meters. A landscaped planting strip, a minimum of .75 meters in width, shall be located on three sides of said structure; landscaping shall include hearty flowers and decorative evergreen trees and shrubs.
- 6. Parking and Access Requirements**
- 6.1. Parking areas, entranceways, aisles and planting islands shall be developed and constructed in accordance with the master site plan, attached to this Agreement as Schedule B, and the phasing plan, attached to this Agreement as Schedule C.
- 6.2. Two linear planting islands, measuring at least 20 meters in length and 2.5 meters in width, shall be constructed in accordance with the master site plan, attached to this Agreement as Schedule B, and the phasing plan, attached to this Agreement as Schedule C.
- 6.3. All parking areas and driveways shall be paved with asphalt or concrete; all planting islands and driveways shall be bound with concrete curbs.
- 6.4. All parking areas, driveways and entranceways shall be clearly marked with appropriate signage and surface markings in order to ensure the safe and efficient management of parking and traffic flow.
- 6.5. A minimum of 104 parking spaces shall be provided.
- 6.6. A walkway, with a surface consisting of asphalt or concrete, shall be constructed in accordance with the master site plan, attached to this Agreement as Schedule B, and the phasing plan, attached to this Agreement as Schedule C.
- 7. Development Phasing Requirements**
- 7.1. The development of the Land, including the development, construction and installation of all buildings, parking areas, driveways, aisles, entranceways, landscaping, signs, illumination structures, amenity features, etc, shall be in accordance with the phasing plan, attached to this Agreement as Schedule C.
- 7.2. For each phase of the development, landscaping, asphalt paving, signage, illumination structures, etc, shall be constructed and installed within one year of the issuance of the occupancy permit for the building that is subject to the particular development phase.

SCHEDULE B - MASTER SITE PLAN



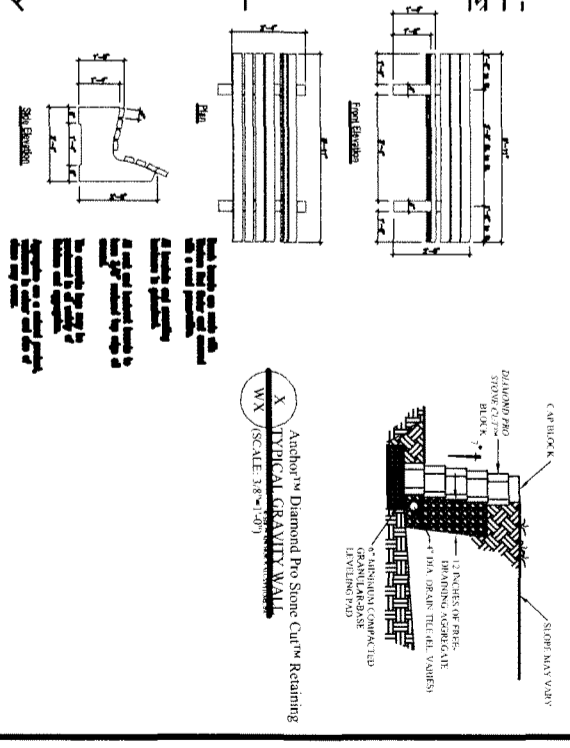
**PRELIMINARY**  
 NOT FOR CONSTRUCTION  
 THIS PLAN IS PREPARED BY OR FOR THE ARCHITECT AND THE OWNER. THE PLAN HAS BEEN LEGALLY CORRECTED AND APPROVED BY THE TOWN OF AMHERST. ANY OTHER CHANGES TO THIS PLAN WILL BE PROSECUTED.



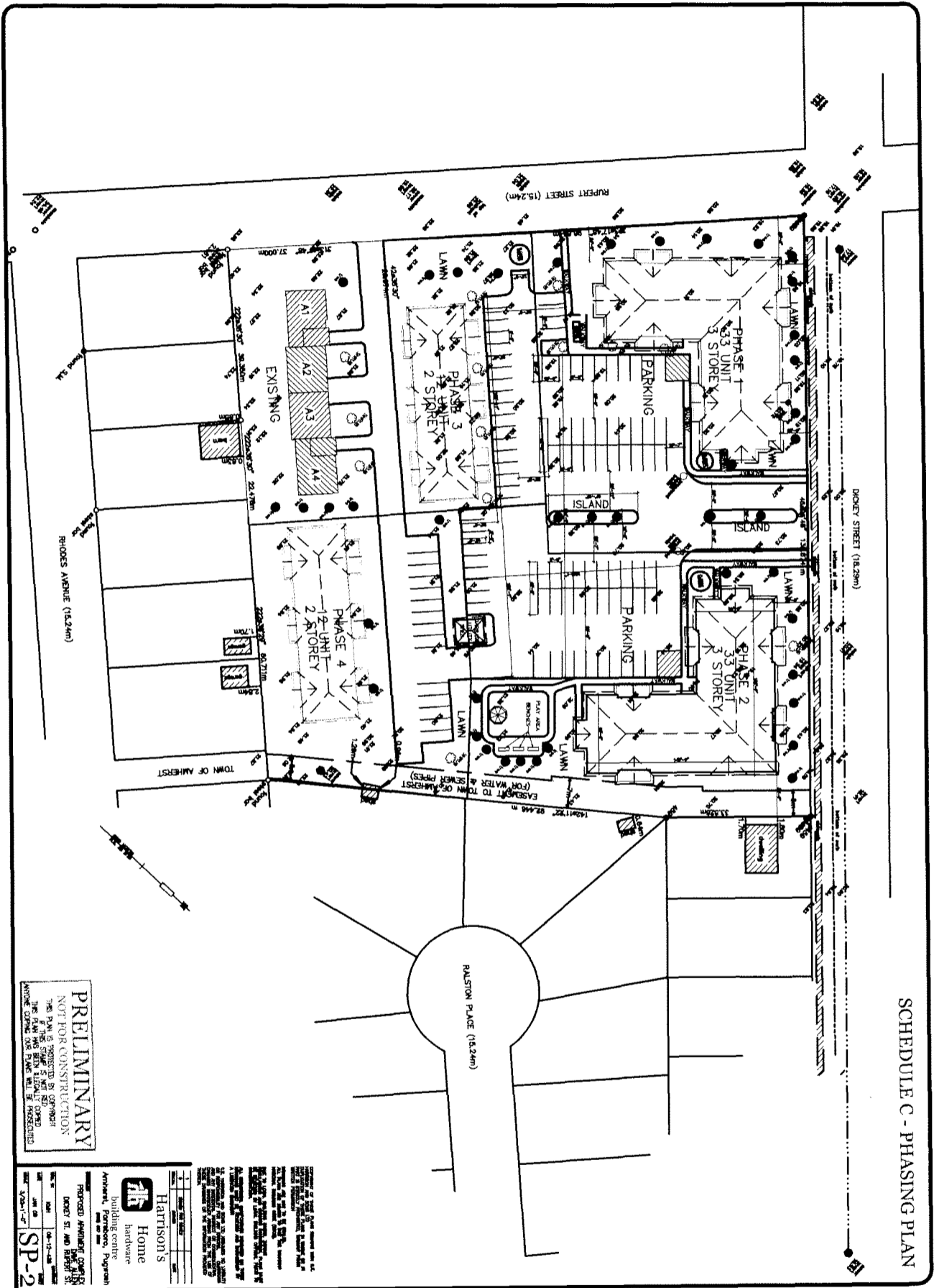
**Harrison's Home Hardware**  
 building centre  
 hardware  
 Amherst, Parrsboro, Pugwash

PROPOSED APARTMENT COMPLEX  
 1000 ALLEN  
 DICKEY ST. AND RUPERT ST.

DATE: 3/20/11  
 DRAWN BY: SP-1



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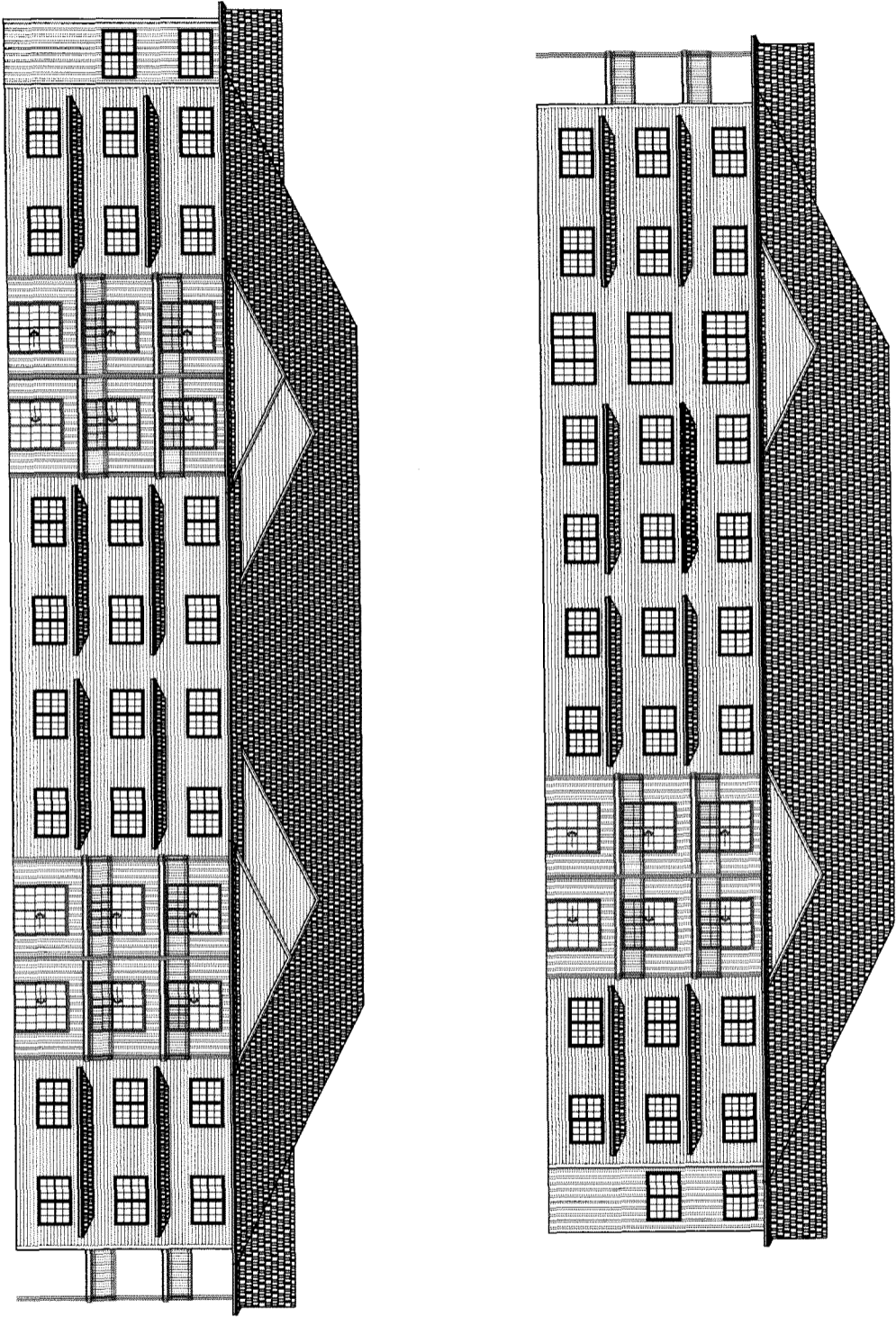


SCHEDULE C - PHASING PLAN

**PRELIMINARY**  
 NOT FOR CONSTRUCTION  
 THIS PLAN IS THE PROPERTY OF THE ENGINEER AND ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY OTHER USE IS PROHIBITED.

**Harrison's Home Hardware**  
 building centre  
 Architect: Parsons, Payne & Associates Inc.  
 1000 Dookey St. and Rupert St.  
 Amherst, NB  
 2008-11-17  
 SP-2

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SCHEDULE D - BUILDING DESIGN

**PRELIMINARY**  
 THIS PLAN IS INTENDED BY CONTRACTOR  
 NOT FOR CONSTRUCTION.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR  
 VERIFYING THE EXISTING CONDITIONS AND  
 ANY CHANGES TO THE PLAN SHALL BE RECORDED.

**HATTISON'S**  
 Home Hardware  
 building centre  
 hardware

PROCESSED APPROVED CONTRACT  
 DIRECT ST. AND REPORT ST.

DATE: 09-13-08  
 TIME: 11:00  
 USER: A1

NOT TO SCALE  
 ALL DIMENSIONS ARE IN METERS  
 UNLESS OTHERWISE SPECIFIED  
 ALL MATERIALS AND FINISHES TO BE AS SHOWN  
 ON THE DRAWING UNLESS OTHERWISE SPECIFIED  
 ALL WORK TO BE IN ACCORDANCE WITH THE  
 CANADIAN NATIONAL BUILDING CODE AND ALL  
 APPLICABLE BY-LAWS AND REGULATIONS  
 ALL WORK TO BE IN ACCORDANCE WITH THE  
 CANADIAN NATIONAL BUILDING CODE AND ALL  
 APPLICABLE BY-LAWS AND REGULATIONS







3. The Grantee, its servants, agents, contractors, workers, invitees, heirs, successors and assigns, and all others who are licensees of the Grantee, that use of the Right of Way shall comply with all relevant applicable laws, statutes and regulations.

4. The Grantee shall not permit any lien to stand against the Right of Way or any improvements thereon for any labor or materials in connection with work of any character performed or reasonably claimed to have been performed on the Right of Way at the direction or sufferance of the Grantee pursuant to this Access Easement. In the event of any such lien attaching to the Right of Way, the Grantee shall immediately have such lien released or bonded over to the reasonable satisfaction of the Grantor.

5. The Grantee will indemnify the Grantor against liability for physical damage to the lands forming the Right of Way and for personal injuries to the Grantor or the public, to the extent directly caused by Grantee's activities on the Right of Way provided that such physical damage or injuries were not caused by the fault, negligence, reckless, or willful misconduct of the Grantor. Notwithstanding the foregoing, in no event shall either party have any liability to the other party for consequential, incidental, punitive, exemplary, or indirect damages, lost profits, or other business interruption damages. The foregoing indemnity shall not extend to Grantee's lawful enforcement of its rights under this Access Easement.

6. The Grantee shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance insuring the Grantee and the Grantor against loss or liability caused by the Grantee's occupation and use of the Right of Way lands under the Access Easement, in an amount not less than One Million Dollars (\$1,000,000) of combined single limit liability coverage per occurrence, accident, or incident, which has a commercially reasonable deductible. The Grantor shall be named as an additional insured. Such insurance may be procured on a commercial general liability policy with a single occurrence limit or in combination with an umbrella liability policy. Certificates of such insurance shall be provided to the Grantor upon written request.

7. The rights, liberties, and privileges hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the Grantor's Lands and this instrument, including all the covenants and conditions herein contained, shall extend to and be binding upon the Grantor's Lands, the Grantor, the heirs, successors and assigns of the Grantor and the owner or owners from time to time of the Grantor's Lands and is declared to be appurtenant to and for the benefit of the lands of the Grantee as more particularly identified in Schedule "B" attached hereto, its servants, agents, contractors, workers, invitees, successors and assigns, and all others who are licensees of the Grantee.

8. **Miscellaneous.**

The Grantee may freely assign its rights under this Access Easement and, upon any such assignment, Grantee's assignee shall assume all of Grantee's rights and obligations and Grantee shall have no further obligations or liability hereunder.

Both parties agree that remedies at law may be inadequate to protect against any actual or threatened breach of this Access Easement. In the event of any breach or threatened breach, either party shall have the right to apply for the entry of an immediate order to restrain or enjoin the breach and otherwise specifically to enforce the provisions of this Access Easement. Notwithstanding the foregoing or any rights at law or equity, in no event shall any default or breach of this Access Easement terminate, or entitle any party to terminate, this Access Easement or any easement granted hereunder.

Notwithstanding anything in Section 8(b) or this Access Easement to the contrary, the Grantee shall have the right to terminate this Access Easement at any time and without cause, effective upon written notice to the Grantor from Grantee.

No modification, amendment, discharge, or change of this Access Easement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, amendment, discharge, or change is sought. This writing constitutes the full and entire agreement of the parties with respect to the matters set forth herein.

All notices or other communications required or permitted by this Access Easement shall be in writing and shall be deemed given when personally delivered to the Grantor or the Grantee, or in lieu of such personal delivery services, five (5) days after deposit in the Canadian mail, first class, postage prepaid, certified, addressed as follows:

If to the Grantor:  
**Town of Amherst**  
**PO Box 516**  
**Amherst NS B4H 4A1**

If to the Grantee:  
**Amherst Wind Power GP**  
**36 Toronto Street, Suite 290**  
**Toronto ON M5C 2C5**

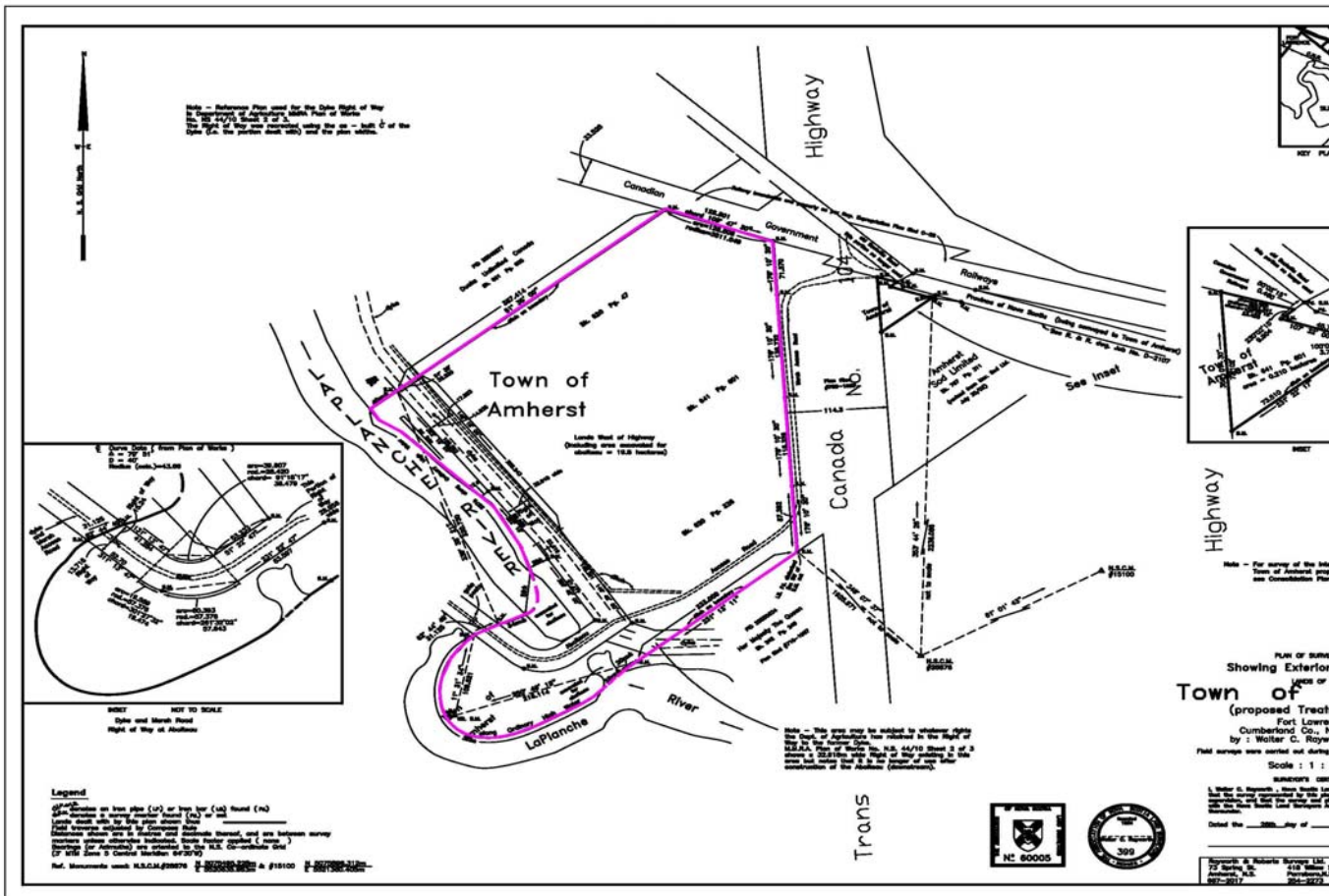
Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

Nothing contained herein shall be deemed or construed by the Parties hereto or any third party as creating the relationship of principal and agent or of partnership or of joint venture between Owner and Grantee.

This Access Easement may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one instrument.

**IN WITNESS WHEREOF** the Grantor has executed this Access Easement the day, month and year written first above.

**Schedule A**



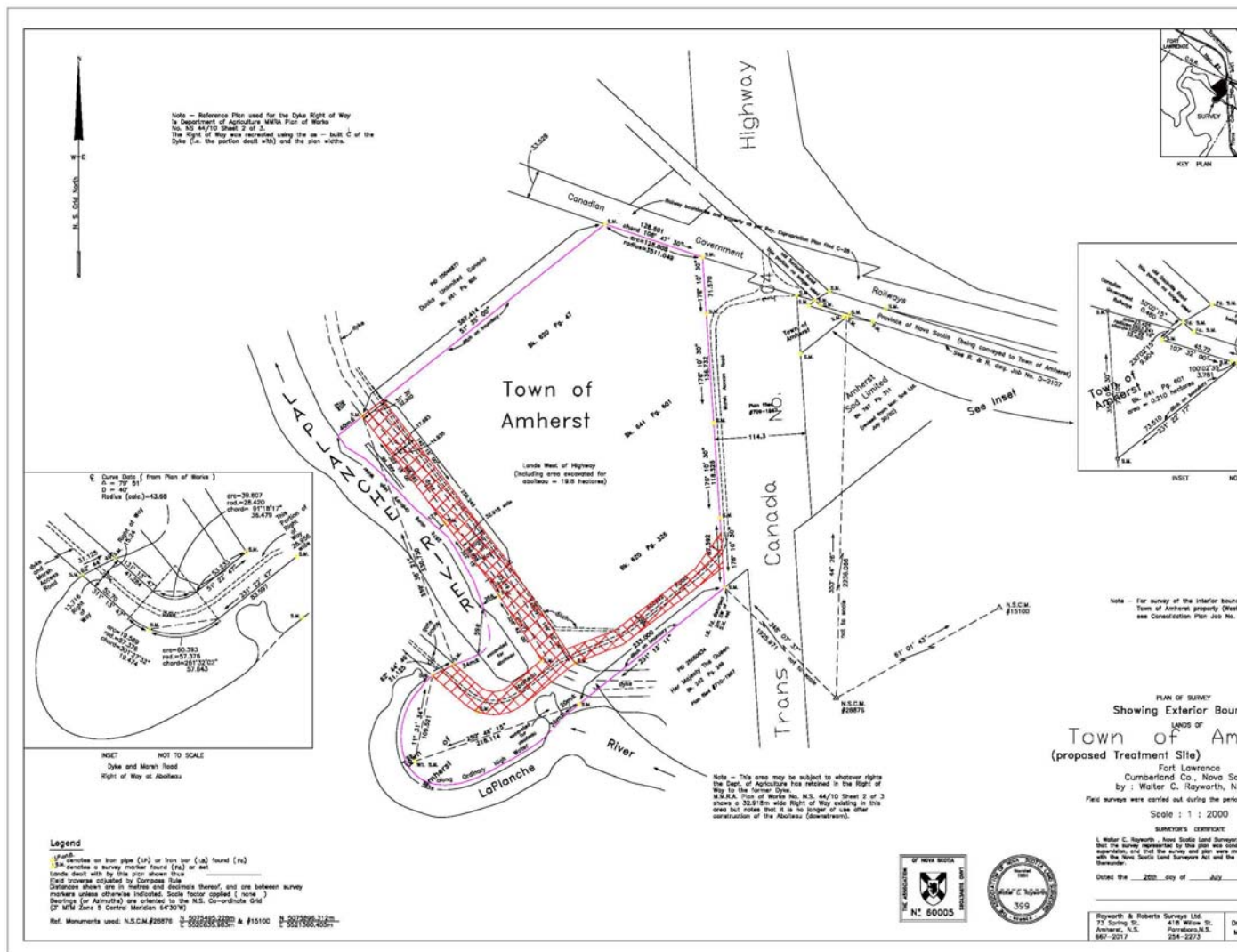
The properties are outlined in the above image. The legal description for these properties may be added at a later date.

**Schedule B**



The property is shaded and outlined in the above image. The legal description for this property may be added when it becomes available.

Schedule C



The right of way is identified by crosshatching in the above image.

PROVINCE OF NOVA SCOTIA  
 COUNTY OF HALIFAX SS

ON THIS day of \_\_\_\_\_, 2009, before me, the subscriber, personally came and appeared \_\_\_\_\_, a subscribing Witness to the foregoing Deed, who, having been by me duly sworn, made oath and said that \_\_\_\_\_, one of the parties thereto, caused the same to be properly executed by its \_\_\_\_\_ in his/her presence.

A Barrister of the Supreme Court  
 of Nova Scotia

CANADA  
 PROVINCE OF NOVA SCOTIA  
 COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, hereby make oath and say as follows:-

1. **THAT** I am an officer of \_\_\_\_\_ and have personal knowledge of the matters and things herein deposed to;
2. **THAT** I executed the foregoing instrument for and on behalf of the Corporation;
3. **THAT** I am authorized to execute the foregoing instrument on behalf of the Corporation and thereby to bind the Corporation;
4. **THAT** each of the Grantor is now, and will be at the date of the closing of the within conveyance, resident of Canada within the meaning of the Income Tax Act (Canada);
5. **THAT** the lands described in the within Deed are not occupied as a dwelling by any shareholder of the Grantor nor is any shareholder entitled to use the lands as a dwelling, and the lands have never been so occupied while the lands have been owned by the Grantor.

## 5. INFORMATION / DISCUSSION ITEMS

Mayor Small welcomed the representatives of the media, including the Chronicle Herald bureau chief, Tom McCoag, advising that he had sent a letter to the Herald requesting that they reconsider their decision to close its Amherst bureau.

## 6. STRATEGIC PRIORITIES

### 6.1 Dickey Park Redevelopment

#### 6.1.3 Project Status Report

Councillor Baker presented the following Project Status Report on the Dickey Park Redevelopment Strategic Priority:

*From March of 2008 to November, ideas and suggestions were requested from the public for the future use of Dickey Park. We received some excellent input with over 50 suggestions being submitted. The most common proposals have been grouped below.*

#### Option 1

*Sprinkler Park (like the one in Centennial Park, Moncton, NB)  
Skate Board Park  
Roller Blade Park  
Picnic area for family outings*

#### Option 2

*New outdoor pool (supervised with programs)  
Playground equipment  
Have a bike rack for bicycles  
Have a refreshment stand*

#### Option 3

*Dog Park  
Disc Golf Course  
Water Playground*

#### Option 4

*Play Area for young children  
Community Garden  
Picnic Area – family with barbeques  
Walk/Jog/Bike Trails  
Doggie Park  
Open area  
Outdoor theatre  
Ball Hockey Court  
Outdoor Fitness Area*

*In November, a small focus group consisting of groups in the community who provide program support met to look at the options. As a result of this meeting, the following draft concept was suggested.*

### 6.1.2 Draft Concept Plan

M-0902-10

**Moved by Councillor Baker, seconded by Councillor Fawthrop that Council accept the following Draft Concept Plan:**

- *Sprinkler Park, (like the one in Centennial Park, Moncton, NB)*
- *Picnic area for family outings*
- *Barbeque area*
- *Have a bike rack for bicycles*
- *Have possibly an outdoor theatre area*
- *Open area (Potential for Community Garden)*
- *Picnic Area Walk/Jog/Bike Trails*
- *Restroom/change area*
- *Parking*

*Our next step in March is to hold a Public Participation session at the Fire Hall. This session will give the general public an opportunity to view the concept and provide their input as to how we should proceed. At the end of this session, we will be able to determine if the level of support is strong enough for us to cost out the concept and recommend to council for approval. The date and time for this event will be advertised.*

**MOTION CARRIED**

February 23, 2009

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## 6.2 Festival Sponsorship / Support

### 6.2.1 Project Status Report

**M-0902-11 & M-0902-12**

Councillor March presented the following Project Status Report for the Festival Sponsorship/Support Strategic Priority on behalf of Deputy Mayor Angel:

*Over the past number of months, staff and Council have worked on the concept of a festival for the Town of Amherst, and we feel it proper that this festival be named the Four Fathers Festival. Unfortunately, a festival does not materialize out of thin air; it takes much time, planning, commitment plus a degree of luck to find the ingredients needed to be successful. Like anything, a festival starts with an idea and then you move this idea into a plan and hope you have the ability to activate the plan successfully.*

*Attached is a "Project Plan" for the Four Fathers Festival. As you will see, it is very broad and has much room for change to accommodate either new ideas or activities that for some reason may not come to fruition. It takes the support of many in the community to jump on board and provide their input and assistance. I will now briefly go over the project plan.*

*We have already had a number of community members come forward to volunteer their time in planning and helping with this festival. If any service group or community member has an interest in participating with the organization of this festival or want to sponsor or host an activity, please contact Marcie Smith at 667-6519.*

*In addition to the festival, preliminary research work is now underway to complete a Festival and Events Policy in addition to completing a criteria for support and application process for support of festivals and event in the Town of Amherst. However, neither a draft policy nor a criteria is ready at this point.*

**Moved by Councillor March, seconded by Councillor Rhindress that Amherst Town Council approve the project plan for the Four Fathers Festival to be held from July 1 to 5, 2009.**

**MOTION CARRIED**

**Moved by Councillor March, seconded by Councillor Baker that the Council amend the Project Action Plan for Festival Sponsorship/Support to have a draft policy and enabling criteria for support ready for consideration during March meeting of Council.**

**MOTION CARRIED**

### 6.2.2 Draft Project Plan

Councillor March presented the following Draft Project Plan for the proposed Four Fathers Festival:

#### **FOUR FATHERS FESTIVAL - Draft Project Plan"**

The Festival will center between the Canada Day celebration on July 1<sup>st</sup> and the Cross Border Challenge 10k race taking place on Sunday, July 5, 2009

The concept for activities and events will include:

#### July 1

- Activities and Events to start on July 1<sup>st</sup> with various family and Canadian oriented activities to celebrate the holiday. The day will end with the usual Canada Day fireworks.

#### July 2

- Children's activities- possibly something in conjunction with Maggie's Place or similar organization to get kids up and moving. Activity stations including: face painting, games, demonstrations, teddy bear picnic, princess tea, treasure hunt

Evening activities could include a church or service club supper open to the public (spaghetti, cold cuts, sandwiches); Possibly Motorcycle Rally

#### July 3

- Downtown activities which can include:
  - Brown bag lunch theater
  - Children's shows or skits to be performed outside?
  - Children's village? This includes giant inflatable slides and obstacle courses, and a bungee trampoline. This would need to be a sponsored event from a major company/corporation

- Approach various non-profit organizations to what they can provide in terms of programming i.e. Canadian Red Cross, KidSport, etc.
- Petting Zoo?
- Demonstration Events- martial arts? Ethnic dance groups, highland dancers
- Teen Dance in the evening, sponsored by local service group

#### July 4

- Breakfast provided by a local service club
- Downtown district arts and crafts fair – local artists and craftsmen line the streets of our downtown business district with their wares. (somewhat of a farmer's market)
- Antique Car Club Show
- Kitchen Party or Old Fashion Dance hosted by local service club (ages 19+)

#### July 5

- Ecumenical Church service with tea & social to follow.
- 10 km cross border challenge & awards. The finish line of the race ends at the YMCA. Awards & garden party to be held afterwards
- Evening- closing ceremonies – Victoria Park – Live Music

#### General Activity Ideas:

- Various multicultural activities during Canada celebrations to focus on the vast number of cultures that make up our country i.e. food demonstrations, music, crafts
- Street Dance down Victoria Street with live music (19+ tent available)
- Celebration luncheon to recognize various community leaders
- Midnight movie or dollar matinees put on by Empire theaters
- Lunchtime BBQ put on by local service club in one of our many parks
- Tennis Tournament – various ages
- Open House Day – various community groups/organizations have free admission (if applicable) for the public to come visit and find a little more about what they do i.e. Fire Hall, Museum, CREDA, Library
- Seniors Luncheon, flea market/bake sale
- Outdoor Bingo?
- Historic Ghost Walk of Victorian Homes
- Mini Olympics events for kids

### **6.3 Arts Culture & Heritage**

#### **6.3.1 Arts Culture & Heritage Project Status Report**

Councillor Fawthrop presented the following Project Status Report on the Arts Culture & Heritage Strategic Priority:

*I am happy to report that significant progress has been made on the Arts Culture and Heritage Strategy over the last month. I have met with staff a number of times to develop the draft project terms of reference which is being presented tonight. Significant research has been undertaken to identify policies and strategies which have been successfully utilized in other municipalities. This research will be important during the later phases of the project.*

*We have had discussions with CREDA and the relevant Provincial departments in order to identify funding for the project. I am happy to report that at this time, it seems significant funding will be available for the development of the strategy.*

*Finally I am very excited about the various possible cross – linkages between this project and some of the other Council strategic priorities, mainly Downtown Revitalization and Festivals.*

#### **6.3.2 Terms of Reference**

**M-0902-13**

**Moved by Councillor Fawthrop, seconded by Councillor March that Council accept the following discussion paper and Draft Terms of Reference as submitted, and direct staff to present the final Terms of Reference for the Arts Culture and Heritage Strategy at the March 2009 meeting of Council.**

**MOTION CARRIED**

#### **Discussion Paper and Draft Terms of Reference** **Project Form**

*It is recommended that this project be undertaken by a paid consultant. A consultant will be selected through the request for proposals process. The desired consultant will demonstrate experience in developing arts and culture strategies previously; will have abilities to 'bring groups together' and will have strong public relations skills. Staff will develop evaluation criteria for the March Council meeting.*



*Discussions with CREDA and the Province lead us to believe that such a project would cost in the range of \$50,000 with 50% of this amount available from senior levels of government. The Town portion will be included in the draft operating budget for the upcoming year.*

*The development of the arts culture and heritage strategy should be overseen by a committee. The committee will recommend to council a preferred consultant; will steer the process and will oversee all public relations issues. The makeup of the committee could take various forms. A small committee could be chaired by Dale Fawthrop, and include Jason MacDonald as well as Marcie Smith. A larger committee would include the above as well as additional councilors and members of the public.*

*Depending on Council input staff would like Council to approve the terms of reference at the regular March meeting. The terms will then be used to apply for government funding to hire a consultant. Once government approves the funding, the Request for Proposals will be issued.*

#### Heritage Issues

*In the context of this project, 'heritage' takes on two forms. One is 'cultural' heritage – a celebration of our people and our past. I am recommending that this be included in the strategy, with a focus on increasing the role of the Cumberland County Museum to carry out this task.*

*Built heritage – saving and celebrating our historical buildings and streetscapes can be seen as another issue. The Town currently has a Heritage Advisory Committee which has two major functions. The first is to carry out the requirements of the Heritage Properties Act and the Town's Heritage Properties Bylaw. In this role, the Committee makes recommendations to Council on the registration / deregistration of heritage buildings. The Committee's second role is the development of a heritage strategy, which it has yet to undertake.*

*It is being recommended that the Built Heritage aspect of the Arts Culture and Heritage Strategy be given to the HAC for development / implementation. This will divide the work load somewhat, as well as take advantage of the skills / interests of the HAC volunteers. Finally, it will remove from the Arts Culture and Heritage Strategy process the potential controversial issue of a heritage conservation district.*

#### **Content of Terms of Reference**

*A terms of reference is an outline of what we want a consultant to study and recommend. It can be generally broken down into the following subjects:*

1. Arts and Culture Centre  
*We want the consult to look into the need, makeup, viability, potential funding, and location of an **Arts and Culture Centre** within the Town. Taken into consideration will be the existing facilities available including the High School, stadium, parks, etc.*
2. Facilitate Art and Culture  
*We want the consultant to recommend strategies for the **Town to support** and facilitate the **creation of Art and expansion of Culture** within our community. (financial support/organizational support/facility support/recognition/administrative support etc.)*
3. Promote Arts and Culture  
*We want the consultant to recommend strategies to use our Arts and Culture resources **to increase the tourism potential** of the Town and to improve our marketability to potential new business and residents.*
4. Cumberland County Museum  
*We want the consultant to recommend strategies for the **Museum** to increase its profile within the community and **expand its programs** for celebrating and promoting our heritage to our residents and tourists.*
5. Other Programs  
*We want the consultant to identify potential funding opportunities / programs which will channel senior government funding to support all aspects of arts culture and heritage within our community.*
6. Town as Enabler  
*We want the consult to indicate how the Town can act as an enabler in order to focus the efforts of all arts culture and heritage groups in order for them to more efficiently and effectively reach their full potential.*

**6.4 Skateboard Park Feasibility Project Status Report****M-0902-14**

Councillor Bird presented the following Project Status Report on the Skateboard Park Feasibility Strategic Priority:

*During the past month, work has been focused on confirming the scope of the project including determination of who stakeholders are, research on analytical tools that may be used to obtain information and identifying other levels of government who should be working with us. Staff has confirmed a meeting for March 3 with representative of Department of Health Promotion and Protection to obtain their advice and expertise in the preparation of the term of reference for a feasibility study to be completed. They have worked with other communities throughout the province with similar projects and their input will save time and most likely money in the long run. In addition, our Provincial colleagues will be able to brief us on potential funding sources for the feasibility study and a skateboard park if the final outcome recommends one be built.*

*It was also determined that at this time, it would not serve any useful purpose for an expert in the field of Skateboard Park to brief Council. It would be more practical for this briefing to coincide with the presentation with that of the draft feasibility study to Council in September.*

**Moved by Councillor Bird, seconded by Councillor Rhindress that Council amend the Project Action plan to change the briefing for Council by an outside expert to coincide with the presentation of the draft feasibility study in September 2009, and further moved that Council be presented the Terms of Reference for the study for approval in March rather than February, as planned.**

**MOTION CARRIED****6.5 Downtown Revitalization****6.5.1 Project Status Report**

Councillor March presented the following Project Status Report:

*I am happy to report that significant progress has been made on the Downtown Revitalization Strategy over the last month. I have meet with staff a number of times to develop the draft project terms of reference which is being (has been) presented to you tonight.*

*Significant research has been undertaken to identify strategies which have been successfully utilized in other municipalities, as well as the RFP's used for consultant selection. This research will be important during the later phases of the project.*

*We have had discussions with CREDA in order to identify funding for the project. I am happy to report that at this time, it seems significant funding will be available for the development of the strategy and hiring of a consultant.*

*Finally I am very excited about the various possible cross – linkages between this project and some of the other Council strategic priorities, mainly Arts Culture and Heritage and, Town Beautification and Festivals.*

**6.5.2 Discussion Paper and Draft Terms of Reference****M-0902-15**

Jason MacDonald presented the following Discussion Paper and Draft Terms of Reference:

**Project Form**

*It is recommended that this project be undertaken by a paid consultant. A consultant will be selected through the request for proposals process. The desired consultant will demonstrate previous experience in developing downtown revitalization strategies; will have abilities to 'bring groups together' and will have strong public relations skills.*

*Discussions with CREDA and the Province lead us to believe that such a project would cost in the range of \$80,000 with potentially 100% of this amount available from senior levels of government. The Towns contribution will be staff and council time in developing, guiding and leading the project.*

*Notwithstanding the funding arrangement, all parties have agreed that Town Council should lead this project. Council will select the consultant and the committee, as approved by Council, will guide the process. Ultimately it will be Council who 'accepts' the final report. It will then be up to Council, through partnerships with CREDA, DARS, and senior levels of government, as well as the private sector to implement the recommendations of the strategy. This concept provides clear ownership of the process, as well as responsibility for the strategy implementation. Further, it is likely that the implementation of the final strategy*

*will result in Council (among others) funding specific projects as well as amending various policies, procedures and bylaws as required for the eventual implementation of the strategy. Without ownership of the process, it will be less likely for Council to make the difficult decisions required to implement the recommended strategy.*

*The development of the downtown revitalization strategy should be overseen by a committee. The committee will recommend to council a preferred consultant; will guide the process and will oversee all public relations issues. The makeup of the committee could take various forms but should include at least Councillor Dave March as chair, Jason MacDonald, a member from DARS (Dan Casey has agreed to represent DARS). A larger committee could include an additional councillor and / or additional DARS / CREDA reps; however, I would recommend that the advisory committee remain relatively small, with stakeholder input coming from public sessions / interviews.*

*A key to a success process is quality public engagement. Stakeholders should have adequate opportunity to provide input and share ideas. They must believe that Council is committed to the project, for the benefit of all.*

*Depending on Council input staff would like Council to approve the terms of reference at the regular March meeting. Once government formally approves the required funding, a more detailed Request for Proposals will be issued to hire the consultant.*

### **Content of Downtown Revitalization Strategy Terms of Reference**

*A terms of reference is an outline of what we want a consultant to study and recommend. It can be generally broken down into the following subjects:*

1. Traffic Circulation
  - a. Appropriateness of existing one way streets;
  - b. Opportunities to improve vehicular movement
  - c. Opportunities to improve pedestrian movement
  - d. Opportunities to improve the pedestrian experience (especially key linkages between parking lots)
  
2. Parking Lots
  - a. Do we have enough / too much
  - b. Is parking efficiently designed / placed
  - c. Should parking be free / paid
  - d. Is on street parking optimized
  - e. Opportunities to improve the aesthetic quality of the parking lots
  
3. Building Design Regulations
  - a. Design guidelines / regulations
  - b. Include signage as well as buildings
  - c. Required MPS / LUB amendments for implementation
  
4. Opportunities to Increase 'traffic'
  - a. Increase residential development within and within walking distance to downtown
    - i) analysis of existing housing stock
    - ii) analysis of potential market
    - iii) strategy to attract developers
  - b. LUB amendments to funnel strategic uses into the area
  - c. Policy considerations to funnel strategic activities into the area
  
5. Design of public spaces
  - a. Re-development of Victoria Square
  - b. Mural 'park' improvements
  - c. Seating
  - d. Improved pedestrian environment
  - e. Other 'public' area improvements
  
6. Pedestrian Mall
  - a. Should Victoria between Church and Havelock be a pedestrian mall
  - b. Any other streets to be considered
  
7. Re-use of Strategic Buildings
  - a. Clock Tower
  - b. Dominion Public Building
  - c. Court House
  - d. Jail
  - e. All of the above could form a 'civic block'

8. Business Attraction
  - a. Analysis of best types of businesses to attract downtown; including review of demographics and existing business mix
  - b. Determination of existing / potential
  - c. Strategy for business attraction

**Moved by Councillor March, seconded by Councillor Fawthrop that Council accept the discussion paper as submitted and direct staff to present the final Terms of Reference for the Downtown Revitalization Strategy at the March 2009 meeting of Council.**

**MOTION CARRIED**

#### 6.6 Youth Issues Project Status Report

Mayor Small presented the following Project Status Report on the Youth Issues Strategic Priority:

*The past few weeks have been spent by staff on researching formalized youth activities and strategies currently being facilitated in the Town of Amherst. It is obvious that various government and non governmental organizations have a similar interest as council in determining how to address youth issues and how do we link to the needs and wants of youth.*

*Jenn Borne has taken the staff lead with the Department of Community and Economic Development team to review what is currently in place, what is being developed and what is needed and will generate some options for Council to consider during the March meeting.*

#### 6.7 Town Beautification

##### 6.7.1 Project Status Report

Councillor Rhindress presented the following Project Status Report on the Town Beautification Strategic Priority:

*I am happy to report that significant progress has been made on the Town Beautification Strategy over the last month. I have met with staff a number of times to develop the strategy and it was determined that a project Terms of Reference should be submitted to Council for approval this month.*

*In conducting our research for this project, and in light of the decision to present the Terms of Reference this month, we are recommending that Council move the date for the Communities in Bloom update to the March meeting of Council.*

**Moved by Councillor Rhindress, seconded by Councillor Baker that Council move the deadline for an update on the Communities in Bloom initiative to the March meeting of Council.**

**MOTION CARRIED**

##### 6.7.2 Discussion Paper and Draft Terms of Reference **M-0902-17**

Jason MacDonald presented the following Discussion Paper and Draft Terms of Reference:

##### ***Project Form***

*It is recommended that this project be undertaken by Town staff / Town Committee with funding coming from the operational budget. The development of the Town Beautification strategy should be overseen by a committee which recommends the final strategy to Council. The makeup of the committee could take various forms. A small committee could be chaired by Terry Rhindress, and include Jason MacDonald, Jeremy Fenton as well as Andrew Milton. Alternatively, the "Town Beautification Committee" could be made up of Councillors and public members and also act as the Dangerous and Unsightly Premises Committee (we advertised for public members of this committee and received no responses).*

##### ***Terms of Reference for Town Beautification Strategy***

*Mandate: To improve the visual image of the Town to both residents and tourists in order to facilitate tourism, community pride and increased property values*

##### *Specific Projects to be Considered*

1. *Improved Participation in the Communities in Bloom Program*

2. Various Competitions – New / Improved - to encourage the care of private property and buildings
  - a. Best Kept Yard Competition
  - b. Best Kept Commercial property
  - c. Most improved property
  - d. Best overall exterior renovations
3. Strategy for dealing with vacant / boarded up buildings
  - a. Vacant Building Bylaw
  - b. Review for Unsightly Issues
  - c. Review for Dangerous Issues
  - d. Property Owner Engagement
4. Strategy to improve aesthetic quality of private advertising signage
  - a. Consider regulations
  - b. Consider Industry Engagement
5. Strategy to deal with the two vacant service stations on Albion Street
  - a. Referral to Dangerous and Unsightly Premises Committee for Recommendation
  - b. Engage owners of property
6. Identification of funding sources for all aspects of the strategy

**Moved by Councillor Rhindress, seconded by Councillor Fawthrop that Council accept the Terms of Reference as submitted and direct staff to present a recommendation on a committee structure and dates for specific strategy elements for the Town Beautification Strategy at the March meeting of Council.**

**MOTION CARRIED**

#### **6.7.3 Update on Dangerous and Unsightly Premises M-0902-18**

Jason MacDonald presented a report on how the Town deals with Dangerous and Unsightly Premises, referring to the Municipal Government Act, the Town's Dangerous and Unsightly Premises Policy, and the Town's Procedure dealing with unsightly premises and enforcement. He explained the Dangerous and Unsightly Premises Committee and the Administrator, and their respective roles.

**Moved by Councillor Rhindress, seconded by Councillor March that staff be directed to provide Council with a recommendation on an update to the Dangerous and Unsightly Premises Policy and Procedure at the March meeting of Council.**

**MOTION CARRIED**

#### **6.8 Meeting the Needs of Business Strategic Update**

Mayor Small presented the following report on Meeting the Needs of Business:

*We continue to work closely with the Nova Scotia Community College and local industries to identify skill training opportunities that would address the needs of our business community. Meetings held in January and February initiated work on several new programs for Amherst by the NSCC.*

- *Workplace Skills Program – Based on this information provided during these sessions, the NSCC is currently designing a workshop based on the pre-employment needs identified by industry for new potential applicants. This would be a 2 or 3 day workshop program that would prepare people with the basic presentation, analytical and personality skills to help them become employable.*
- *Roadmap to Employment – this is a 14 to 26 week program targeted at people who are not employment ready for a variety of reasons. Once again, the information that was provided by meeting participant was excellent and the curriculum for this program is now being considered.*
- *Ongoing and Advanced Training for Employees – A survey being completed by industries at this time will be helpful in determining the priorities for the future. There are opportunities for advancement within the industries here in Amherst, however training needs such as safety, technical and supervisory skills need to be developed. In the coming weeks and months, the NSCC will develop a priority list of programs that will be offered in Amherst and will address the needs identified.*

*In addition, there are potential opportunities for the delivery of new core programs that will address industrial growth in Amherst and surrounding areas. One example is the Aerospace Industry and the need for a program designed that will address the specific needs for this industry throughout the Maritimes. A number of courses in the Aviation Curriculum now offered by the NSCC augmented by a few new courses possibly already identified through the skills development program and the opportunity to use existing facilities such as IMP Aerospace and C Vision for practical on the job experience.*

*We will continue to work closely with the NSCC to ensure the needs of your industries are being addressed and at the same time we are encouraging an expanded presence in Amherst for the NSCC.*

## **7. INTERNAL COMMITTEE REPORTS**

### **7.1 Planning Advisory Committee**

Councillor Bird reported that a meeting of the Planning Advisory Committee was held on February 11, 2009. Topics of significance discussed included:

- *An orientation to the Committee (including new members) on the Committee function; the Planning section of the MGA; the Municipal Planning Strategy; Land Use Bylaw; Geographic Information System and the Planning and Engineering Services Department in general.*
- *Due to the above presentation, a group of students from NSCC (Paralegal) were in attendance.*
- *A public participation session was held for the development agreement application for the 90 unit apartment complex at the corner of Dickey and Rupert Streets. Two members of the public were in attendance, and while some concerns were raised, no objections were noted.*
- *The Committee unanimously decided to recommend the DA to Council with some minor revisions (staff had previously recommended approval).*

### **7.2 Amherst Board of Police Commissioners**

Councillor Fawthrop reported that the Commission met last week to discuss the operating and capital budgets for the Amherst Police Department; discussions will continue at a meeting tomorrow (February 24, 2009) at 1 PM.

## **8. EXTERNAL COMMITTEE REPORTS**

### **8.1 Cumberland Regional Library Board**

Councillor Fawthrop presented the following report from the Cumberland Regional Library Board in Deputy Mayor Angel's absence:

*In the month of October, the Cumberland Regional Library circulated 10,999 items; that's approximately one item borrowed by every third person in the County. This year's Food for Fines campaign, where the public libraries in Cumberland county pardon fines in exchange for non-perishable food items, collected 884 items of food for our local food banks. The libraries in the county have several successful programs available to the public, from puppet shows to classic movie nights. In November, there were 53 children's programs held in the 7 libraries with over 500 people in attendance.*

*The library is pleased to announce the addition of another professional librarian to its staff. Matthew MacDonald has been hired as the new Youth Services Librarian, in charge of providing service to children and teenagers. Mr. MacDonald began as Youth Services Librarian in mid-October. He holds a Bachelor of Arts from Acadia University and a Master of Library and Information Science from the University of Western Ontario. Since starting in his position, Mr. MacDonald has initiated new teen programming, and has organized programs such as the upcoming baby jamboree and the World Record attempt for "Most Children Reading With an Adult, Multiple Locations." in conjunction with the ABC Canada Literacy Foundation and libraries throughout Canada.*

### **8.2 CREDA**

Councillor Fawthrop reported that CREDA is working on a number of regional planning initiatives, including a five-year Regional Strategy, Fundy Shore tourism Destination Area, and a regional strategy on alternative energy feasibility.

Local initiatives include a Beaubassin Region Development Plan, The DARS Strategy, and a Feasibility Study/Needs Assessment and business Plan for the Cumberland County Museum and Archives. They have an excellent program called BRE (Business Retention & Expansion) in its initial stages of implementation, and are working with NSCC on business training opportunities. CREDA is involved in the Amherst beautification project; fiber arts festival; assisting in the Midget AAA Atlantic championship; and human resource development – started a project where they will prepare care kits for university students.

### 8.3 DARS

Councillor Baker reported that a meeting of DARS was held on January 29, with Beth Munroe continuing as Chair. Some highlights from that meeting include:

- *Discussions on a development plan for the Downtown. This includes a number of projects and programs, such as festivals, events, and a wireless district in the downtown area.*
- *The budget for 2009-2010 has been prepared and submitted to the Town for approval. DARS is not looking for an increase in the area rate as funding from the provincial and federal governments is available to help with the projects proposed.*
- *Bob Barnes has been selected as DARS spokesperson.*

### 8.4 CJSMA

Councillor Rhindress presented the following report on the CJSMA:

*The CJSMA Board met on January 28, 2009 at the County building. The highlights of that meeting are as follows:*

- *CJSMA staff presented the draft operating and capital budgets for the 2009/10 fiscal year. The document was tabled for further study and will be presented again at the March meeting of the Board.*
- *CJSMA staff also presented a draft Recoverable materials Policy for review. They will be requesting approval of this policy at the March meeting.*
- *There was also a fairly lengthy discussion about the impact of the depressed market for recyclable materials and the impact that is having on operations and finances. Staff are forecasting a deficit in the current year due to this issue of approximately \$100,000. This will be covered by previous years' surplus.*

### 8.5 Northern Region Waste Resource Committee

Councillor Baker presented the following report on the NRWRC:

*A meeting of the Northern Region Waste Resource Committee was held on February 12 in East Hants. Topics of significance discussed at that meeting included:*

- *The funding formula for the distribution of the RRFB's net revenue was reviewed. Northern Region's diversion numbers have been impacted by higher than normal waste disposal activities at the private construction and demolition sites in Colchester and Cumberland Counties. Both Cumberland and Colchester had been overpaid in the advance diversion cheque that had been calculated from the previous year data, and Cumberland owes \$56,432 back to the RRFB. The Regional Chairs have asked the RRFB to provide \$100,000 to each region for diversion credit funds during this difficult time of high costs of operating facilities and the low value of recycling markets. While material is still moving to markets, the prices are at record lows. It is costing processors more to send product to market than what they are receiving for it.*
- *The ACES (Atlantic Canada Electronic Stewardship) Program is now underway; this is an industry-led electronics recycling program approved by the Province of Nova Scotia and available to all consumers and businesses in the province. An Environmental Handling Fee (EHF) will be applied to the sale of new electronics products regulated in Nova Scotia. All program revenue will be used for the administration, collection, transportation and responsible recycling of unwanted electronics in Nova Scotia. The implementation of the fee coincides with the start up of the ACES program, February 1, 2008.*
- *John Patterson, from the Municipality is the new Chair, and John Kellegrew from Cumberland is Vice Chair.*

### 8.6 Cooperation Committee

Councillor March reported that a meeting of the Cooperation Committee was originally scheduled for February 5, 2009 but was postponed. We are now attempting to arrange a meeting for early March. Our SNSMR municipal advisor, Stephen Fiest, continues to chair this committee.

**9 ADJOURNMENT**

On motion by Councillor Rhindress, the meeting adjourned at 7:35 PM.

**APPROVED BY:**

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

Robert Small  
Mayor

**AGENDA**

<b>1.</b>	<b>O'CANADA</b>		
<b>2.</b>	<b>HEARINGS/PRESENTATIONS</b>		
<b>3.</b>	<b>CALL TO ORDER</b>	<b>Presenter</b>	<b>Page</b>
3.1	Additions to Agenda		
3.2	Approval of Agenda	Baker	
3.3	Approval of Minutes – January 26, 2009 Regular Council Meeting	Rhindress	4
<b>4.</b>	<b>REQUESTS FOR DECISION</b>	<b>RFD</b>	<b>Presenter</b>
4.1	Policy: Tree Committee	2009005	Fawthrop 31
4.2	Appointment of Town Crier	2009008	March 34
4.3	Ron Elliott Tournament – Request for Financial Support	2009009	Rhindress 38
4.4	Midget AAA Atlantics – Request for Financial Support	2009010	Baker 40
4.5	1 <sup>st</sup> Reading – Development Agreement – Dickey St Apartments	2009011	Bird 43
4.6	Acciona Request for Easement	2009007	March 47
<b>5.</b>	<b>INFORMATION / DISCUSSION ITEMS</b>		
<b>6.</b>	<b>STRATEGIC PRIORITIES</b> Project Summary		58
	Dickey Park Redevelopment Project Status Report		
	6.1.1 Project Status Report	Baker	59
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6.2	Festival Sponsorship / Support		
	6.2.1 Project Status Report	March	62
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