

## Regular Council Meeting Minutes

**Date of Meeting:** Monday, January 28, 2013  
**Location:** Council Chambers, Town Hall

**Members Present:** Mayor Robert Small  
 Deputy Mayor George Baker  
 Councillor Frank Balcom  
 Councillor Robert Bird  
 Councillor Lisa Emery  
 Councillor David March  
 Councillor Terry Rhindress

**Staff Present:** Greg Herrett, CAO  
 Vince Arbing, Treasurer  
 Roger MacIsaac, Director CED  
 Jason MacDonald, Director of Planning  
 Ben Pitman, Director TPW  
 Bill Crossman, Fire Chief  
 Ian Naylor, Acting Police chief  
 Rebecca Purdy, Executive Assistant  
 Kim Jones, Policy and HR

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1. **O'CANADA**

2. **HEARINGS / PRESENTATIONS / PETITIONS**

2.1. **Public Hearing - Development Agreement - Clinton Street**

Mayor Small called the Public Hearing to order and explained that the purpose of this hearing is to consider a development agreement to allow the conversion of an existing commercial building to a three-unit residence, located at 15 Clinton Street. This development agreement was recommended to Council for adoption by both Planning Staff and the Planning Advisory Committee.

Jason MacDonald presented the proposed development agreement to Council. Staff have reviewed the application; it satisfies the policies of the MPS. Staff have also recommended approval.

Public comments - Kyle Allen who resides at 18 Clinton Street expressed some concern about this development, including increased traffic and how that may impact on his family and pets. He said it is a quiet neighbourhood and hopes this development is a quality one that attracts quality tenants. Jason MacDonald advised him that the DA includes renovating interior and exterior; investment will result in fairly high rent; the Town cannot regulate who lives there and what income level it would attract. Because it is a DA it will be inspected annually by the Town to ensure it is in compliance with the agreement.

Mayor Small stated that the adoption of this development agreement is on the agenda of this evening's Council meeting. This concluded the public hearing.

2.2. **Public Hearing – Land Use By-law Amendment - Steel Roofs**

Mayor Small called the Public Hearing to order and explained the purpose is to consider an amendment to the Land Use Bylaw to prohibit non-coloured steel roofs. This amendment was recommended to Council for adoption by the Planning Advisory Committee.

Jason MacDonald made a presentation on the matter and explained that enforcement will be an issue, as permits are not required for roofs; education of roofers and roofing material suppliers will be important.

Mayor Small stated that the adoption of this amendment is on the agenda of the this evening's Council meeting. This concluded the public hearing.

### **2.3. Public Hearing - Centre First Strategy**

Mayor Small called the Public Hearing to order and explained the purpose is to consider a suite of amendments to the Municipal Planning Strategy and Land Use Bylaw with respect to vehicle oriented uses, design guidelines, and sustainability related to the implementation of the Centre First Downtown Amherst Action Strategy.

Jason MacDonald provided a brief explanation of the proposed amendments. He explained area encompassed by the Downtown Districts.

In questions from the public, whether an existing business experiences a lull, would this apply to them, Jason explained the non-conforming use and that a business could close for up to 12 months and then reopen but not longer than that.

Mayor Small stated that the adoption of these amendments to the MPS and LUB will be considered at the February Council meeting.

### **2.4. Presentation - Cross Border Challenge**

Paul Giroux, Race Director for Cross Border Challenge, made a brief presentation on the organization's series of running events and plans for the future, and then presented Council with a certification of appreciation. A copy of Mr. Giroux's presentation is included in the agenda.

## **3. CALL TO ORDER**

### **3.1. Amendments to the Agenda**

#### **3.2. Approval of the Agenda**

**Moved By: Councillor Lisa Emery**  
**Seconded By: Councillor Terry Rhindress**  
**That the agenda be approved as circulated.**

**Motion Carried**

### **3.3. Approval of Minutes - December 17, 2012 Regular Meeting**

**Moved By: Deputy Mayor George Baker**  
**Seconded By: Councillor David March**  
**That the minutes of the December 17, 2012 regular meeting be approved as circulated.**

**Motion Carried**

## **4. REQUESTS FOR DECISION**

### **4.1. PAC Recommendation: DA - 15 Clinton Street 2nd Reading**

**Moved By: Councillor Terry Rhindress**  
**Seconded By: Councillor David March**  
**That Council approve second reading of the Development Agreement for a three unit residential conversion of the building located at 15 Clinton street, as recommended by the Planning Advisory Committee.**

**Motion Carried**

Case No. DA-2013-01

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2013.

Between:

Larry Burke, Owner of property located at 15 Clinton Street (PID 25040395), 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 convert an existing commercial building located at 15 Clinton Street to a residential dwelling with up to three units, including ground floor residential unit(s).

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 \_\_\_\_\_ 2013, approved the said development agreement subject to the registered owner of the land described herein entering into this agreement;

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

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

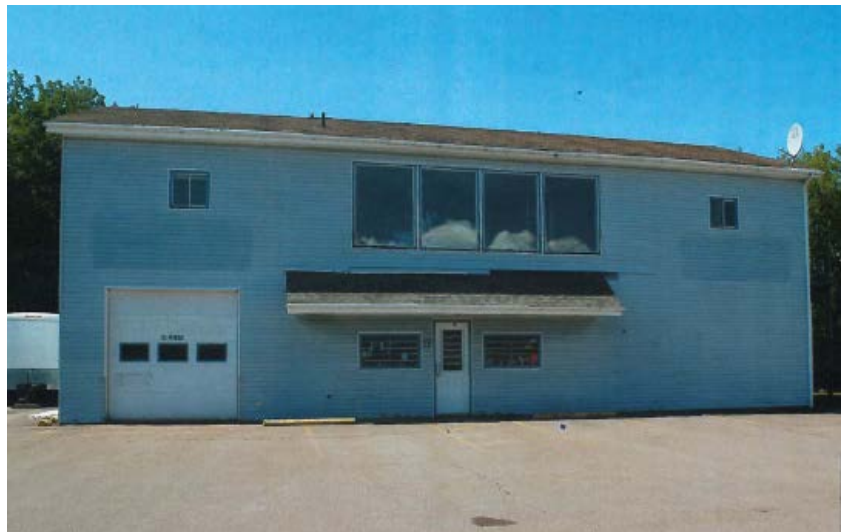
SIGNED, SEALED AND DELIVERED .....

**Schedule A 15 Clinton Street - Development Agreement**

Terms and Conditions:

- 1. The use of the property shall be limited to a residential use with a maximum of 3 dwelling units.
- 2. The exterior design of the building shall be in accordance with the following:
  - a) the bulk and height of the building shall not be enlarged, except where required to conform with the National Building Code;
  - b) the exterior shall be finished in a uniform material and color, to the satisfaction of the Development Officer; and,
  - c) only new building material shall be used.
- 3. Signage shall not exceed that which is permitted by the Land Use Bylaw for a residential use.
- 4. Solid waste management shall be in conformance with the Town solid waste bylaw.
- 5. No outdoor storage shall be permitted on the property, other than that required to conform with the Town of Amherst Solid Waste Bylaw.
- 6. Exterior lighting shall be carefully designed to not shine directly onto adjacent properties.

**Schedule B 15 Clinton Street – Development Agreement**



**4.2. PAC Recommendation: Steel Roofs 2nd Reading****Moved By: Councillor David March****Seconded By: Deputy Mayor George Baker****That Council approve second reading of By-law P-2-13, a By-law to Amend the Land Use By-law to not permit plain, non-coloured steel roofs in any zone.****Motion Carried****Town of Amherst  
By-Law P-2-13 to Amend the Land Use By-Law P-2**

1. This is a by-law to amend the Land Use by-Law of the Town of Amherst with respect to the matter of not permitting plain, non-coloured steel roofs.
2. In the Land Use By-Law, Section 4.0 General Provisions for All Zones is amended by adding the following subsection:

**4.29 Roofs**

- a) In any zone, a development permit is not required for roofs.
- b) Plain, non-coloured steel roofs are not permitted in any zone.

**4.3. PAC Recommendation: DA - East Victoria Street****Moved By: Councillor Balcom****Seconded By: Councillor Lisa Emery****That Council approve first reading of the development agreement for 31-37 East Victoria Street to permit the construction of a four-story, mixed-use commercial and residential building, and that a public hearing on this issue be scheduled for February 25, 2013 at 6:30 PM.****Motion Carried**

Case No. DA-2013-03

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2013.

Between:

Victoria Arms Holdings Inc., Owner of property located at 31 East Victoria Street (PID 5033747), 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 a building with a mix of commercial and ground floor residential uses.

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 \_\_\_ 2013, approved the said development agreement subject to the registered Owner of the property described herein entering into this agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this agreement:

- (a) Schedule 'A'- Terms and Conditions
- (b) Schedule 'B'- Property Location Map
- (c) Schedule 'C'- Site Development Plan
- (d) Schedule 'D'- Exterior Building Design

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

- 1) That the Owner is the registered Owner of the aforesaid lands in the Town of Amherst, hereinafter called the "lands". The aforesaid lands are the only lands in the Town of Amherst to which this agreement applies, and which lands are illustrated on Schedule B of this agreement.

- 2) That the Owner may construct a 4-storey building with a maximum floor area of 3,900 square metres on the said lands, subject to Schedules A, B, C, and D, attached.
- 3) Notwithstanding the general intent of this Agreement, the following elements of the Development may be varied without being considered a substantive change to this Agreement:
  - (a) building footprint, including side and rear yard setbacks;
  - (b) location of site features including, landscaping, hard surfaces, and parking facilities;
  - (c) location of windows, entrances, and detailed architectural features; and,
  - (d) the addition of a structure that connects the subject building with the building located at 14 Electric Street.
- 4) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any statute or regulation of the Province of Nova Scotia.
- 5) 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.
- 6) 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.
- 7) The Town shall issue the necessary Development Permit for the development upon the expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 8) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

SIGNED, SEALED AND DELIVERED

**Schedule A**                      **31-37 East Victoria Street - Development Agreement**

Terms and Conditions:

1. The main structure on the property shall be limited to a 4-storey building with a maximum of 3,900m<sup>2</sup> (41,964 sqft) in total floor area, and shall be generally in accordance with Schedules 'C' and 'D'.
2. Use of the property shall include a minimum of 371m<sup>2</sup> (4,000 sqft) of commercial floor space located on the ground floor along the full length of the wall adjacent to East Victoria Street. The balance floor area not used for commercial purposes shall be used for self-contained Dwelling Units.
3. The exterior design of the building shall be generally in accordance with the Downtown Districts Design Requirements, as illustrated on Schedule 'D'. For further clarity, detailed architectural features of the building exterior may be altered from Schedule "D", to satisfaction of the Development Officer.
4. The location of onsite parking shall be generally in accordance with Schedule 'C'.
5. The Owner shall keep the property and buildings and any portion thereof clean and in good repair. Any driveways, walkways, fences, and landscaping elements shall be regularly maintained and kept in a tidy state.
6. Where possible, trees or opaque fencing should be located so as to screen ground floor residential windows and amenity spaces.
7. Signage shall not exceed that which is permitted by the Land Use Bylaw.
8. Solid waste management shall be in conformance with the Town of Amherst Solid Waste Bylaw.
9. No outdoor storage shall be permitted on the property, except where solid waste facilities are required.

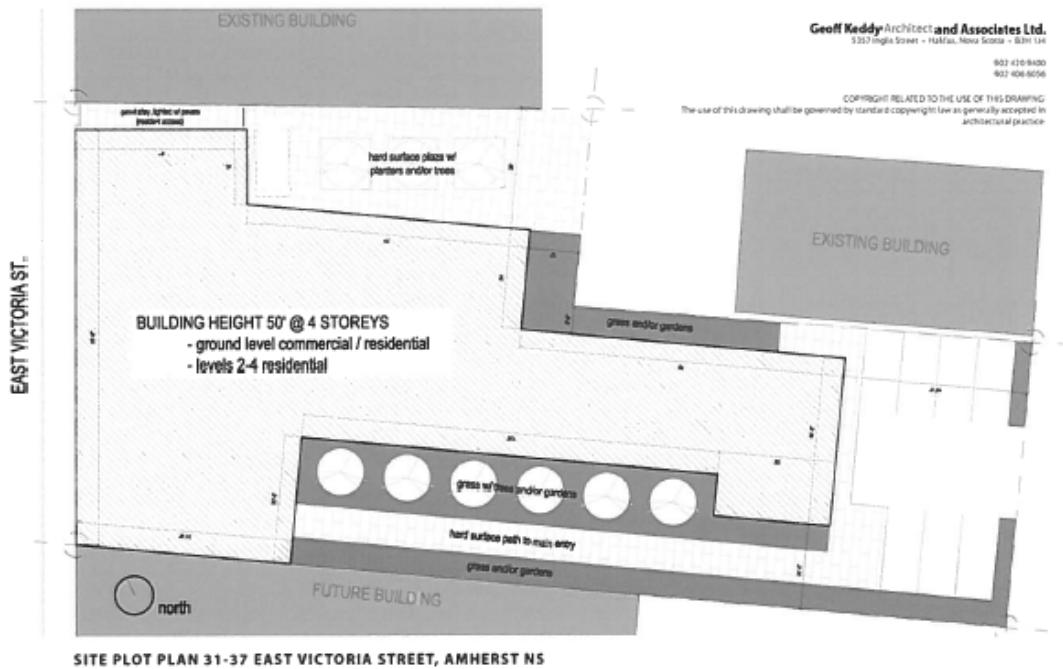
Schedule B

31-37 East Victoria Street - Development Agreement



Schedule C

31-37 East Victoria Street - Development Agreement







EAST VICTORIA STREET VIEW

**Geoff Keady Architect and Associates Ltd.**  
 5337 49th Street • Halifax, Nova Scotia • B3H 1J6  
 902 420 9400  
 902 406 6056

COPYRIGHT RELATED TO THE USE OF THIS DRAWING:  
 The use of this drawing shall be governed by standard copyright law as generally accepted in architectural practice.



REAR VIEW 1 - MAIN ENTRY

Geoff Keady Architect and Associates Ltd.  
 5337 49th Street • Halifax, Nova Scotia • B3H 1J6  
 902 420 9400  
 902 406 6056

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REAR VIEW 2

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 902 406 6056

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**4.4. PAC Recommendation: DA - Brownell Avenue**

**Moved By: Councillor Lisa Emery**

**Seconded By: Councillor Terry Rhindress**

**That Council approve first reading of a development agreement for 15-19 Brownell Avenue to permit the construction of a bare land condominium development with a maximum of 20 dwelling units, and schedule a public hearing for February 25, 2013 at 6:30 PM.**

**Motion Carried**

**Case No. DA-2012-04**

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2013.

Between:

1437257 Ontario Incorporated, Owner of property located at 15 and 19 Brownell Avenue (PIDs 5477522, 25363060, 25363078 & 25012154), 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 maximum of 20 dwelling units on a consolidated property located at 15 and 19 Brownell Avenue (PID#s 25477522, 25363060, 25363078 & 25012154).

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 \_\_\_\_\_ 2013, approved the said development Agreement subject to the registered Owner of the land described herein entering into this Agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Property Location Map
- (c) Schedule 'C' - Preliminary Site Development Plan
- (d) Schedule 'D' - Preliminary Dwelling Designs

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

- 1) That the Owner is the registered Owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands 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.
- 2) That the Owner may construct a maximum of 20 dwellings units on the said Lands, subject to Schedules A, B, C, and D attached, and that development of said Lands shall be subject to the *Condominium Act* of Nova Scotia.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any statute or regulation of the Province of Nova Scotia.
- 5) 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.
- 6) 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.
- 7) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 8) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

SIGNED, SEALED AND DELIVERED

### **Schedule A 15, 19 Brownell Avenue - Development Agreement**

#### **Terms and Conditions:**

#### **1.0 USE OF LAND AND BUILDINGS**

- 1.1 The use of the property shall be limited to a residential development held in common ownership under the Nova Scotia *Condominium Act*, with a maximum of 20 dwelling units with a mix of detached, semi-detached, and townhouse dwellings in the general location illustrated on Schedule C.
- 1.2 The Owner shall construct an internal access road generally as illustrated on Schedule C, with a minimum travelling width (edge of curb to edge of curb) of 8 metres for two-lane traffic, and 6 metres for single-lane traffic. Construction of the access road shall be subject to the applicable standards of the *Town of Amherst Subdivision By-Law* (except where varied by this Agreement), to the satisfaction of the Town Engineer and the Development Officer. The access road shall be designed and otherwise be passable by emergency vehicles at all times.
- 1.3 The name of the access road shall be subject to Town Bylaws and regulations.
- 1.4 The Owner shall be wholly responsible in perpetuity for the costs of design, construction, and ongoing maintenance of all infrastructures (storm water management, sanitary sewer system, water distribution system, and access roads) associated with the development. For further clarity, the Town shall not take ownership of the infrastructure, or be responsible for ongoing or unforeseen repairs, upgrades, or maintenance, including snow removal. All future condominium owners shall be given a copy of this Agreement.
- 1.5 Notwithstanding anything else in this Agreement, the Town will only issue a Development Permit upon submission of infrastructure development plans in accordance with Schedule "F" – Infrastructure Development Standards of the *Town of Amherst Subdivision By-Law* (except where varied by this Agreement), to the satisfaction of the Town Engineer. For further clarity, storm water management plans for the entire Lands shall be part of this submission, subject to said By-Law.



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## 2.0 TIMING OF BUILDING PERMITS

- 2.1 Any existing or future Building Permits are subject to a Development Permit in accordance with this Agreement.
- 2.2 No Building Permit shall be issued for a dwelling or dwellings that front onto the access road until construction of all infrastructure is substantially complete, to the satisfaction of the Town Engineer and the Development Officer.

## 3.0 BUILDING LOCATION AND DESIGN

- 3.1 All structures on the Lands shall be subject to the *Nova Scotia Building Code Regulations*, to the satisfaction of the Building Inspector.
- 3.2 No dwelling shall be located within the minimum yard setbacks as illustrated on Schedule C.
- 3.3 All dwelling designs shall be in general conformance with the designs illustrated on Schedule 'D'. Minor variations to the architectural details may be permitted, to the satisfaction of the Development Officer and the Building Inspector.
- 3.4 Dwellings that front onto Brownell Avenue shall be limited to a maximum of 4 dwelling units and a minimum of 2 detached structures.
- 3.5 For each dwelling unit, a minimum of one (1) parking space shall be provided that does not occupy any part of the access road or public right of way.

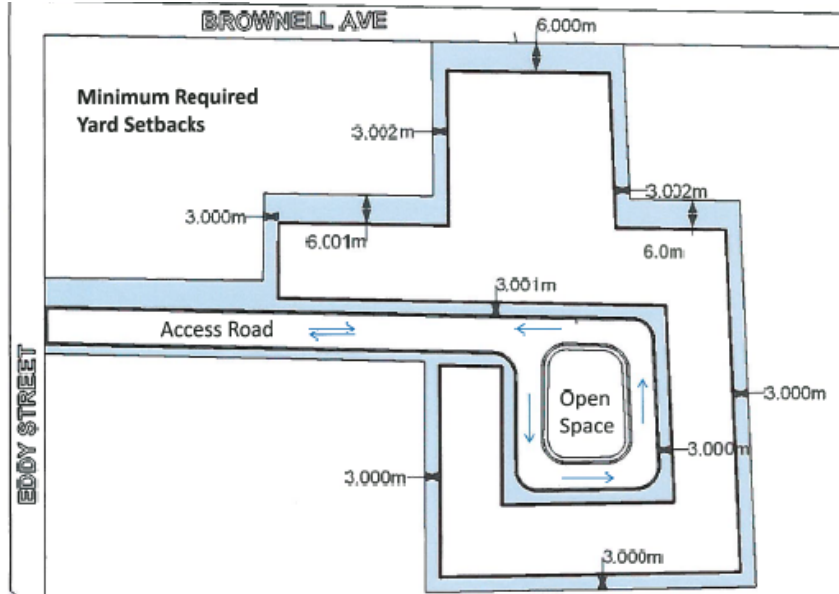
## 4.0 GENERAL REQUIREMENTS

- 4.1 The Owner shall keep the Lands and buildings and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state and free from unkept materials of any kind.
- 4.2 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 4.3 All areas not used for buildings, parking or driveways shall be Landscaped with grass or other such vegetation.
- 4.4 Exterior lighting shall be carefully designed to not shine directly onto adjacent properties, including lighting along the access road.
- 4.5 The Owner shall be responsible for installation of a stop sign at the end of the proposed street access, the exact location of which shall be to the satisfaction of the Town Engineer.
- 4.6 Solid waste management shall be in conformance with the Town *Solid Waste Bylaw*.
- 4.7 The Owner shall plant at least one (1) juvenile tree every 15m along the perimeter of the Lands where dwellings are present.

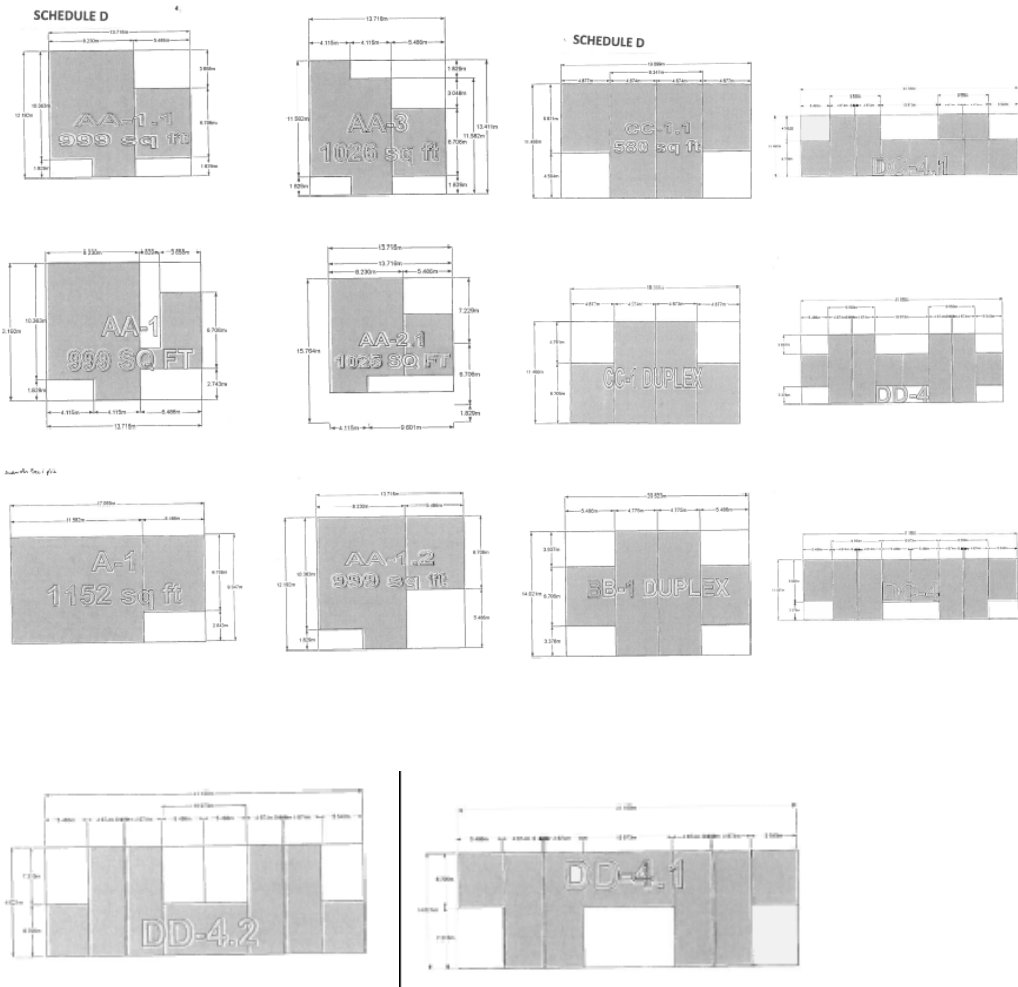
### Schedule B 15, 19 Brownell Avenue - Development Agreement



Schedule C 15, 19 Brownell Avenue - Development Agreement



Schedule D 15, 19 Brownell Avenue - Development Agreement



**4.5. PAC Recommendation: Ground Floor Residential**

**Moved By: Councillor Robert Bird  
Seconded By: Councillor David March**

**That Council approve first reading of By-law P-1-5, a by-law to amend Policy CP-15 of the Municipal Planning Strategy to allow ground floor residential uses by development agreement in specific areas of the Downtown Zone with conditions, and that a public hearing be scheduled for February 25, 2013 at 6:30 PM.**

**Motion Carried**

**Town of Amherst**

**By-law P-1-5 to Amend the Municipal Planning Strategy By-law, P-1**

- 1. The purpose of this by-law is to amend Policy CP-15 of the Municipal Planning Strategy of the Town of Amherst with respect to ground floor residential uses in the Downtown Zone.
- 2. The Municipal Planning Strategy of the Town of Amherst is hereby amended as follows:
  - 1. CP-15 It shall be the intention of Council to consider applications for ground floor residential uses in the Downtown Zone by Development Agreement; excluding property located within the Business Improvement District, and any property fronting on Albion, South Albion, or Church Street. excluding that portion of a building that abuts the principal street in the Mixed-Use District. Outside the Mixed-Use District, applications for new residential buildings or the ground floor conversion of existing commercial and institutional buildings, will not be considered for residential uses unless it can be shown that such a conversion will not detract from the commercial character of the surrounding streetscape.

In negotiating such a Development Agreement, Council shall take into account:

- (a) The location, height, bulk of the building;
- (b) The architecture of the building;
- (c) Signage;
- (d) Parking facilities;
- (e) Landscaping;
- (f) Pedestrian access;
- (g) Adherence to the Downtown Districts Design Requirements; and,
- (h) The unique characteristics of the property and its relationship to the surrounding streetscape

**4.6. Appointments to Planning Advisory Committee**

**Moved By: Councillor David March  
Seconded By: Councillor Terry Rhindress**

**That Council make the following appointments to the Planning Advisory Committee: Terry Farrell - three year term ending March 31, 2016; Cathy LeBlanc – two year term ending March 31, 2015; Dale Fawthrop – one year term ending March 31, 2014.**

**Motion Carried**

**4.7. Lease - Portion of 12 Havelock Street**

**Moved By: Deputy Mayor George Baker  
Seconded By: Councillor Lisa Emery**

**That Council approve a lease agreement between the Town and Kevin Nelson which allows Mr. Nelson to build and maintain a sidewalk on the property located at 12 Havelock Street in order to provide employee and customer access to the rear portion of the building located at 10 Havelock Street, at an annual rate of \$100.**

**Motion Carried**

**THIS LEASE** made this \_\_\_ day of \_\_\_\_\_, 2013 effective as of \_\_\_\_\_

**BETWEEN:**

**TOWN OF AMHERST**, a body corporate, (herein called the "Lessor") OF THE ONE PART - and -

**Kevin Nelson of the County of Cumberland**, Province of Nova Scotia (herein after called the "Lessee") OF THE OTHER PART

**WITNESSETH THAT:**

1. In this Lease,
  - (a) The "Lessor's Lands" means the lands of the Lessor situate at 12 Havelock Street, Amherst, Cumberland County, Province of Nova Scotia (PID No. 25028713);
  - (b) "Demised Premises" means the lot of land forming part of the Lessor's lands known as PD 25028713, 12 Havelock Street, Amherst, County of Cumberland, Nova Scotia, and more particularly shown in Schedule "A" to this Lease;
  - (c) "Lessor" means Town of Amherst, a body corporate;
  - (d) "Lessee" means Kevin Nelson, owner of 10 Havelock Street, successors, assigns, servants, agents, licensees, workmen, contractors and guests;

**DEMISE**

2. In consideration of the rents hereby reserved and the covenants herein contained, the Lessor hereby leases to the Lessee the Demised Premises, for a term of five (5) years beginning February 1, 2013 and ending January 31, 2018 and upon agreement of both parties renewable for three five-year terms thereafter, for the following purposes:
  - (a) A six (6) foot wide walkway on the Demised Premises from the sidewalk on Ratchford Street to the side of the building located at 10 Havelock Street, the purpose of said walkway being to allow employees and patrons access to the said building.

**RENT**

3. The Lessee shall pay to the Lessor as rent the sum of One Hundred Dollars (\$100) per year together with the Harmonized Sales Tax, payable yearly in advance from the date upon which the lease term commences.

The rent for any additional five year term shall be adjusted upward (but not downward) in an amount proportionate to the increase, if any, of the value of the Demised Premises as established by the "Consumer Price Index" published by Statistics Canada and compounded annually as appropriate.

**LESSOR'S COVENANTS**

4. The Lessor covenants with the Lessee as follows:
  - (a) The Lessor has good and marketable title to the Demised Premises and full and absolute right to lease the Demised Premises and so long as the Lessee is not in default of any of the terms of this Lease, the Lessee shall have the right to utilize the Demised Premises for employee and customer access to the building located at 10 Havelock Street;
  - (b) The Lessee may terminate this Agreement upon three (3) months' written notice given by the Lessee to the Lessor, provided however any rent paid in advance to the Lessor shall not be refundable to the Lessee;
  - (c) The Lessee may not sub-lease any portion of the land or sign to another party without written consent of the Lessor. Such consent may cause a change in the amount of rent paid by the Lessee to the Lessor.

**LESSEE'S COVENANTS**

5. The Lessee covenants with the Lessor as follows:
  - (a) The Lessee shall indemnify and save harmless the Lessor from and against all or any actions, claims or demands that may be lawfully brought against the Lessor by reason of anything done by the Lessee, its agents or contractors or anything placed on the Demised Premises by the Lessee its agents or contractors;
  - (b) Upon expiry or earlier termination of this Lease, and within three months thereafter, the Lessee shall remove the walkway and restore the Demised Premises to its original condition.
  - (c) The Lessee will promptly discharge any Mechanics Liens filed against the Demised Premises with respect to work done for the benefit of or at the request of the Lessee, provided that the Lessee may in good faith contest any lien in a court or tribunal having jurisdiction and, further provided that the entry into this Lease by the Lessor shall not constitute a consent by the Lessor under the *Builders' Lien Act*, R.S.N.S., 1989, c. 277 in respect of Section 8(2) of the *Act*.
  - (d) The Lessee will make good any damage to the Lessor's Lands resulting from installation of and subsequent maintenance to the Walkway and related equipment.
  - (e) The Lessee will, in its occupancy of the Demised Premises, comply with all laws, regulations and rulings of any government or governmental organization having lawful jurisdiction.
  - (f) The Lessee shall not have exclusive rights over the Demised Premises and for further clarity, members of the public utilizing the park located at 12 Havelock Street shall have the right to cross the walkway in their utilization of the said park.

- (g) The Lessee shall not install any obstruction, fence, barrier or other device which will obstruct the fullutilization of the park located at 12 Havelock Street.

**FOREFEITURE AND RE-ENTRY**

- 6. If the Lessee should be in default of any of the terms of this Lease and if the Lessee should fail to cure such default within thirty (30) days after the Lessor gives the Lessee written notice of such default or if the Lessee shall become bankrupt or make a general assignment for the benefit of its creditors, then the Lessor may enter upon the Demised Premises and every part thereof and thence forth this Lease shall be void; provided, however, if the default by the Lessee can only be cured by the performance of labour or the furnishing of materials and if such labour cannot easily be completed or such materials reasonably obtained and utilized within thirty (30) days, such default shall not be deemed to continue if the Lessee proceeds promptly with such work as may be necessary to cure the default and continues diligently to complete the same. The Lessee shall thereupon remove all its fixtures in accordance with Article 5 of this Lease.

**ARBITRATION**

- 7. Any unresolved disputes between the parties arising out of this Lease shall be resolved by arbitration between the parties by reference to a single arbitrator subject to the provisions of the *Commercial Arbitration Act* of Nova Scotia.

**NOTICES**

- 8. Any notice in writing which either party may give to the other with regard to any matter or thing in this Lease may be validly given by mailing the same by prepaid registered post addressed, if intended for the Lessor, to:  
 Town of Amherst  
 98 Victoria Street  
 PO Box 516  
 Amherst NS B4H 4A1  
 Attention: Gregory D. Herrett, CA, Chief Administrative Officer

And, if intended for the Lessee, to:  
 Kevin Nelson  
 745 Green Road, RR2  
 Amherst, NS B4H 3X9

**SUCCESSORS AND ASSIGNS**

- 9. This Lease shall enure to the benefit of and be binding upon the Lessor, their heirs, executors, administrators, successors and assigns, the owners from time to time of the Lessor's Lands and upon the Lessee and its successors and assigns, the holders from time to time of the Lessee's leasehold interest in the Demised Premises.

**IN WITNESS WHEREOF** the Parties have duly executed these presents the day and year first above mentioned.

**4.8. Guiding Principles for Shared Services Partnerships**

**Moved By: Councillor Robert Bird**  
**Seconded By: Councillor Frank Balcom**  
**That Council approve the "Guiding Principles for Shared Service Partnerships" and direct the CAO to pursue potential partnerships on the basis set out in the document.**

**Motion Carried**

**Guiding Principles for Shared Service Partnerships**

**Preamble**

In the environment in which municipal governments operate today, it is expected that opportunities for service provision partnerships should be fully explored. These partnerships should be pursued to improve organizational efficiency and effectiveness. Successful municipal partnerships must, over the long term, add value to our customers and build organizational capacity to improve municipal services.

**Guiding Principles**

With this in mind we offer the following principles to guide shared service partnership discussions between the Town of Amherst and the Municipality of the County of Cumberland:

- 1. Organizational, political and staff threats should be removed from the process in order to ensure "buy in" at all levels. In that spirit, these discussions will not result in:
  - a. Annexation by either municipal unit
  - b. Amalgamation of the two units

- c. Termination of current employees. Any staff related savings identified in a proposed shared service partnership business plan will be achieved through attrition and/or reassignment and reallocation of staff responsibilities. No current staff member will have their employment terminated as a result of a shared service partnership initiative. The human resource component of any shared service partnership proposal business plan shall include a requirement that the staffing complement be reviewed any time a current employee leaves the employ of the business unit involved to ensure that any potential efficiency identified may be captured.
2. All proposed shared service partnerships will be fully explored at the senior staff level and must be approved by both CAO's before being presented to the respective Councils for final approval. CAO's will not bring forward shared service partnership proposals which do not represent, in their opinion, workable service provision alternatives which are sustainable in the long term.
  3. The role of the respective Councils shall be to receive and consider for approval any shared service partnership proposal brought forward by the CAO's.
  4. The role of the CAO's shall be to coordinate the work of their respective senior staff members in preparing shared service partnership proposals. Both CAO's must formally approve a shared service partnership proposal prior to it being presented to the respective Councils.
  5. CAO's will provide periodic updates to their respective Councils on potential shared service partnership proposals that will be coming forward for Council consideration.

#### **4.9. Police Department Furniture**

**Moved By: Councillor Lisa Emery**

**Seconded By: Councillor David March**

**That Council accept the proposal to supply furniture for the Amherst Police Department from Ergoworks in the amount of \$39,390 plus HST with funding to come from the insurance claim settlement.**

**Motion Carried**

#### **4.10. Water Rate Study**

**Moved By: Councillor David March**

**Seconded By: Councillor Terry Rhindress**

**That the Town of Amherst Water Utility apply to the Nova Scotia Utility and Review board for changes in its rates for water and water service, fire protection to the Town of Amherst and changes to its rules and regulations for customers served by the utility, as set out in the Water Rate Study prepared by G. A. Isenor Consulting Limited in association with W. H. Gates Utility Consultants Ltd.**

**Motion Carried**

**Moved By: Councillor David March**

**Seconded By: Councillor Terry Rhindress**

**That the Town communicate with the County of Cumberland indicating that the Town accepts the County's proposal to install a water system to Maccan subject to the Water Rate Study being approved in its present form by the UARB, and that the project will be 100% managed by the Amherst Water Utility and financed in its entirety by the County of Cumberland.**

**Motion Carried**

#### **4.11. Regional Marketing Strategy**

**Moved By: Councillor Frank Balcom**

**Seconded By: Deputy Mayor George Baker**

**That Council accepts and approves in principle the Regional Marketing Strategy completed by Form:Meda in association with TM Solutions Inc.**

**Motion Carried**

#### **4.12. Funding Request - Special Olympics**

**Moved By: Councillor Terry Rhindress**

**Seconded By: Councillor David March**

**That Council approve funding in the amount of \$500 under the Town's Grants to**

**Organizations Policy in support of Amherst athletes attending the Nova Scotia Provincial Winter Special Olympic Games in Yarmouth, February 22-24, 2013.**

**Motion Carried**

**4.13. Funding Request - Minor Basketball**

**Moved By: Deputy Mayor George Baker**

**Seconded By: Councillor Terry Rhindress**

**That Council approve funding in the amount of \$500 under the Town’s Grants to Organizations Policy in support of Amherst Minor Basketball hosting provincials in February 2013.**

**Motion Carried**

**4.14. Cumberland RDA**

**Moved By: Councillor Lisa Emery**

**Seconded By: Deputy Mayor George Baker**

**That Council authorize the Mayor to send the following letter to the Cumberland RDA Board giving notice that the Town will cease funding its core operations as of March 31, 2013.**

**Motion Carried**

Ms. Irene Albertson, Chair  
Cumberland RDA  
35 Church Street  
Amherst NS B4H 4A1

Dear Ms. Albertson:

The Town of Amherst thanks the Cumberland Regional Development Authority Board (RDA) members and staff for the services provided to our organizations and residents over the last number of years.

As you know, federal funding to RDA’s will end as of May 21, 2013 and provincial funding will end on July 22, 2013.

The Nova Scotia Department of Economic and Rural Development and Tourism (NSERDT) is leading a process in cooperation with the Union of Nova Scotia Municipalities (UNSM) and the Association of Municipal Administrators (AMA) to wind down the RDA’s and to establish Regional Enterprise Networks. It is our understanding that NSERDT has met with the CRDA about these processes.

We hereby advise you of the following:

Municipal Funding of the CRDA

This letter serves as official notice that Municipal CORE Funding will end on March 31, 2013.

Ineligible Costs

Severances and/or payments in lieu of notice periods are not eligible costs within municipal Core funding or from funds previously provided to the CRDA for projects.

New Obligations/Liabilities

The CRDA may not enter into agreement for new obligations. The Town of Amherst will not fund any such obligations.

Wind Down Team

The Town of Amherst is seeking your approval that our Chief Administrative Officer be a member of the Wind Down Team, together with CRDA representatives(s) and NSERDT representatives(s).

Wind Down Template

The wind down team will follow the template as provided by the federal and provincial governments that includes forecasted balance sheets, statements of cash flow, timely audits, and inventory, valuation and disposition of assets, inventory and valuation of liabilities, and notification to staff and service providers, and other financial requirements.

This template was provided by NSERDT in correspondence dated January 22, 2013 to the CRDA. This template is comprehensive and will assist in an orderly wind down of the CRDA.

Dissolution Agreement

We have been advised that Service Nova Scotia and Municipal Relations are preparing a standard dissolution agreement between municipalities and RDA’s and we will present same for execution on a timely basis.

We appreciate that these are challenging times for the CRDA Board and staff and we thank you for working cooperatively with our Municipalities.



**Moved By: Councillor Frank Balcom**

**Seconded By: Councillor Lisa Emery**

**That Council appoint the CAO as a member of the Wind Down Committee of the Cumberland RDA.**

**Motion Carried**

## **5. INFORMATION / DISCUSSION ITEMS**

### **5.1. Proclamation - International Development Week**

Mayor Small read the following International Development Proclamation, which will be signed and forwarded to FCM.

#### **International Development Week - February 3 to 9, 2013**

WHEREAS Canadians significantly help improve the quality of life in various communities around the world by their involvement as international development stakeholders, volunteers, and supporters; and

WHEREAS since 1987, the Federation of Canadian Municipalities has been a valued partner, together with the Canadian International Development Agency and member municipalities, in strengthening the effectiveness and focus of Canada's international aid; and

WHEREAS during the first full week of February each year, the Government of Canada celebrates Canada's contribution to international development and its commitment to improving the quality of life in various communities around the world;

THEREFORE, as Mayor of The Town of Amherst, I hereby proclaim that the week of February 3-9, 2013, shall be "International Development Week" in Amherst. I recognize the Federation of Canadian Municipalities' contribution as a Canadian and world leader in international municipal development. Finally, I invite all citizens to become informed about international development, to show their solidarity with developing countries, and to continue to support Canadian municipalities' international community-building efforts.

### **5.2. Municipal Climate Change Action Plan Team**

Councillor Emery reported on the Municipal Climate Change Action Plan and the establishment of an Adaptation Team.

## **6. STRATEGIC PRIORITIES**

### **6.1. Project Action Plans**

**Moved By: Councillor David March**

**Seconded By: Councillor Terry Rhindress**

**That Council approves the document that outlines the project priorities.**

**Motion Carried**

#### The Priorities

The priorities were grouped into seven main categories:

1. Review of tax municipal tax structure
2. Implementation of the Regional Marketing Strategy
3. Implementation of the Communications Strategy
4. Establishment and implementation of an Economic Development Action Plan
5. Establishment and implementation of a Community Development Plan
6. Establishment and implementation of an Operations Priority Plan
7. Infrastructure Planning

The first three of these main categories are basically stand-alone projects. Categories 4 through 7 also have a number of sub-projects within them.

4. Establish and Implement an Economic Development Action Plan

Within this heading six sub projects, in order of priority, were identified:

1. Downtown Economic Development Action Plan
2. Tax Incentives
3. NSCC Partnerships
4. RDA/REN Participation
5. Industrial Park Economic Development Action Plan
6. Farmers Market Expansion

5. Establish and Implement a Community Development Plan

Within this heading five sub projects, in order of priority, were identified:

1. Festivals Program
2. Seniors Needs
3. Downtown Events
4. Idea Day
5. Youth Needs

6. Establish and Implement an Operations Priority Plan

Within this heading six sub projects, in order of priority, were identified:

1. Human Resource Function Audit and Assessment
2. Customer Service
3. By-Law Review
4. Hire Permanent Police Chief
5. Pursue Shared Service Partnerships
6. Expansion of Physical Activity Program – specifically the initiation of an equipment lending program

7. Infrastructure Planning

Within this heading eight sub projects, in order of priority, were identified:

1. Police Facility
2. West Highlands Development Plan
3. Prepare for next round of federal/provincial infrastructure projects
4. Vacant Town-owned Buildings
5. Facilities Review
6. Former Ultramar Service Station Property
7. Pressure issues with Water Supply
8. Dickey Brook

The Action Plans

Since the initial planning session, the senior management team has met on a number of occasions to prepare draft actions for Council’s consideration and approval at the January, 2013 regular meeting of Council. In the pages that follow, specific actions are contemplated and staff responsibilities have been assigned. As well, target dates for each of the priorities have been identified. It is recognized that while all of these action plans are important, some are of a higher priority than others. Based on discussion with members of Council and senior staff the following items have been identified as having elements requiring the immediate attention of Council and staff. This does not necessarily mean that the specific project will be completed immediately, but rather that there are components of these action plans that very likely require attention with the next 30 days:

Item # Project

- 1.1/1.2 Review of Municipal tax structure
- 7.1 Police Facility Development
- 2.1 Regional Marketing Strategy
- 4.4 Regional Enterprise Network (REN) Participation
- 6.4 Hiring a permanent Police Chief
- 7.2 West Highlands Development Plan

It is proposed that we go forward with these items as immediate priorities, at the same time working through the balance of the identified projects, all the while recognizing that dates and assignments will change over time as circumstances change.

Mayor Small thanked Council and staff for the work that has gone into this project already.

## 7. INTERNAL COMMITTEE REPORTS

### 7.1. Amherst Board of Police Commissioners

Councillor Emery presented the following report on behalf of the Amherst Board of Police Commissioners:

**Police Vehicle Tender:** The tender for the new police vehicle was awarded to Hathaway Ford, on a 2013 Ford Taurus Interceptor, all-wheel drive (AWD). This will enhance the ability of our officers in providing policing services during inclement weather and provides an increased level of safety for our officers responding when there are hazardous road conditions. Eventually, AWD vehicles will become the standard for policing agencies that must contend with winter road conditions.

**Renovations:** The contract for completion of the renovations was awarded to Maritech Construction. The renovations include the installation of a bathroom, re-location of the exhibit room and interview rooms. The renovations started on January 7th and should take another week or so to complete.

**In House Cameras:** The final phase of installing the in house camera system will be completed once the renovations are finished. This will include installation of exterior cameras to monitor the parking lot, and cameras inside to monitor the interview rooms and the front and rear stairwells. These videos are usually kept for two years; however, there was a privacy concern for clients of the Library. It was decided that video from these cameras would be deleted after three months. A second network video recorder has been purchased and it allows for monthly maintenance of the video files.

**24/7 Walk In Service:** This service should be provided in early February as well, once renovations are done and the in house cameras are installed. At present the public can not gain access to the building after the Library closes or before the Library opens. A remote access and intercom is scheduled to be installed in early February. This will allow the dispatchers to speak to the person requiring access and to be able to unlock the door remotely. There is already a camera installed at the entrance.

**Furniture:** Proposals have been received and recommendation was brought forward this evening.

**Insurance:** Hundreds of boxes have been returned from the restoration company First- On Site. Amherst Police Department staff has been working hard to complete the procedure and are working with Julie Rushton, the Town's Purchasing Agent, in obtaining cost of all contents destroyed in the fire and the items which could not be restored to a suitable condition. This has been time consuming for staff members and will take another three to six months to complete.

**CISNS:** The funding issue for the two CISNS positions has not been resolved. Our department has been given formal notice that the Amherst office will close as of March 31, 2013. Services will be provided by the office in Colchester County after that date. There is a potential funding solution through Public Safety Canada but they need time to assess the situation and are not in a position to make a decision prior to the March 31st deadline. The Town and the Commission are lobbying the Provincial Government to retain these positions until there has been a decision made on the proposed funding solutions. (Letters to this have been enclosed).

### 7.2. Amherst Youth Town Council

Councillor Bird presented the following report on behalf of the Youth Advisory Council:

AYTC members met on January 7 in the Amherst Stadium heated room. Members were busy preparing content for their meeting with Town Council as well as plans for 24 Hour Physical Activity Day.

During the 24 Hour Physical Activity Day on February 9th, AYTC will again be hosting a Youth Amazing Race. Promotion of this event is going well and a story was featured in the January 11th edition of Amherst Daily News. A request went out to downtown businesses to incorporate their business into the race in some respect. This way the race would not only address physical activity, but would also bring youth into the downtown core. This would create a greater awareness among youth of services that are provided in our downtown. The race further works to bring awareness to youth facilities and ways for youth to positively engage with the community.

On January 15, AYTC members Brandon Metz, Jordie McManaman and Forrest Dawe traveled to Truro with CED staff Jenn Borne to attend a Northern LOT (Leaders Of Today) meeting. LOT is an emerging youth network supported by the NS Child & Youth Strategy. These meetings offer an opportunity for diverse youth and government to have a meaningful dialogue, build relationships and provide input into government programs and services. The meetings are an excellent means for AYTC members and CED staff to network and learn more about what youth are up to throughout our region as well as inform these youth as to what Amherst youth are working on.

The next monthly meeting will be held Monday, February 4 at 3:30 PM in the Amherst Stadium heated room.

He added that AYTC is recognized by the Province as a leading youth organization.

### 7.3. Downtown Business Advisory Committee

Councillor March presented the following report on behalf of the Downtown Business Advisory Committee:

The Downtown Business Advisory Committee has met once since the last report, on January, 2013. Mayor Rob Small and CAO Greg Herrett attended the meeting to discuss with the committee the role of “a committee of council” referring to the letter sent in December from the committee Chair, as well as answer any questions that committee members may have. Mayor Small emphasized the “Passport” initiative held in the weeks prior to Christmas as a textbook example of the kinds of initiatives that provide true value to the business community and leverages true partnerships, engaging the full business community. Greg Herrett reminded the committee that now that the former Downtown Area Rating has ceased, funding requests from the committee need to be strategic and initiatives need to display value. He urged all sub-committees to submit funding requests for any 2013 initiatives by February 5<sup>th</sup> in order to be considered in the coming fiscal year’s budget.

During the meeting Elizabeth Smith-McCrossin reported on the preliminary results of the “Amherst Downtown Business Survey” given to businesses and organizations in Downtown Amherst in August 2012. Elizabeth gave out a total of 89 surveys with 31 surveys being completed and returned to her (a 35% return rate). Elizabeth presented a quick summary of responses she has studied to date, but a full report including a strategic marketing plan will be available to read by May 15th, 2013.

New business included the creation of a certificate to be given out to any new business opening within the Town of Amherst. This certificate will be signed by the Mayor and given to each business owner or manager as a recognition and thank you for choosing to do business in Amherst. Any information about new business is asked to be given to Marcie Lewis and she will prepare a letter and certificate.

The next meeting of the Downtown Business Advisory Committee will be held on February 5th.

### 7.4. Planning Advisory Committee

Councillor Rhindress presented the following report on behalf of the Planning Advisory Committee:

The Planning Advisory Committee met on January 7, 2013. The Planner reported that no variances had been issued since the previous reporting period.

The Committee heard presentations from staff on three issues:

- a) A proposed amendment to MPS policy CP-15 to allow ground floor residential uses in the Downtown Zone by Development Agreement with specific restrictions;
- b) A proposed Development Agreement to construct a mixed-use commercial and residential building at 31 – 37 East Victoria Street; and
- c) A proposed Development Agreement to construct up to 20 dwelling units on Brownell Avenue as a “bare land condominium” project.

A Public Participation Opportunity was held on the two Development Agreement applications, with a good turnout. Both developers were present and addressed a number of enquiries and comments from the Committee and the public. Overall responses to both proposals were positive.

The next meeting will be held Monday, February 4 at 4:30 PM in Council Chambers.

## 8. EXTERNAL COMMITTEE REPORTS

### 8.1. Cumberland Public Libraries

Councillor Balcom presented the following report on behalf of Cumberland Public Libraries:

#### **Food For Fines**

We’ve just completed the 8th annual Food for Fines Campaign. This December we collected over 900 food items and forgave over \$1,800 in fines; of this 477 food items were given to the Amherst Food Assistance Network.

#### **Funding**

Public libraries in Nova Scotia are funded jointly by the Province and the participating municipal councils. We are also required to raise 3% of our annual operating budget. The Cumberland Public Libraries does this via fines, book sales, donations, etc. CPL is a registered charity so cash donations in excess of \$10 qualify for a tax receipt.

#### **Did you know?**

The library gives you access to over 80,000 items including books for children, teens, and adults, large print books, books on CD, DVD and Blu-ray movies, tv shows, and documentaries, magazines on subjects ranging from computers to wrestling, graphic novels, energy metres, and pedometers. All for FREE!

**Computer Training**

Currently, the Four Fathers Library is offering computer courses, sessions on eReaders, and one-on-one bookable time with a computer trainer. These courses are being offered with Youth Initiative funding from the Federal government. The six-week basic computer course is full, with 19 people signed up and waiting list of at least that many more. In spite of their popularity, because these classes are funded by a grant they will not continue to be offered without additional money.

**Find out what's going on**

Check out the library's webpage ([www.cumberlandpubliclibraries.ca](http://www.cumberlandpubliclibraries.ca)) to see our Calendar of Events and get information on upcoming programs.

Like us on Facebook and follow us on Twitter (@CumberlandPL) to get information on coming events, find out about new books and movies, and see pictures of our programs

**8.2. L. A. Animal Shelter**

Councillor Balcom presented the following report on behalf of the L. A. Animal Shelter:

Activity level of taking in dogs and cats at the Shelter remains high. Currently there are 10 dogs available for adoption and in excess of 25 cats. With the cold weather we are experiencing, pet owners are reminded of the extra care required to keep their pets warm and safe.

Two successful fundraisers were recently held - a draw on a handmade quilt and pet calendar sale. Special thanks to all that helped in raising the much needed funds for Shelter uses.

Volunteers are most welcome and always needed to assist with the care and exercise of the animals. The Shelter has two Facebook pages: Lillian Albon Animal Shelter Fan Club and Lillian Albon Animal Shelter (Auction). "Like" us to receive all news and to bid on weekly auction items. The Shelter is located at 798 Smith Road in Upper Nappan, telephone 661-7297.

**9. ADJOURNMENT**

On motion by Councillor Rhindress, the meeting adjourned at 8:45 PM.

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Gregory D. Herrett, CA  
Town Clerk and CAO

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Robert Small  
Mayor