

# Regular Council Meeting

## Minutes

**Date of Meeting:** Monday, May 27, 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

---

### 1. PUBLIC HEARINGS AT 6:30 PM

#### 1.1. Amend LUB to Rezone Properties for West Highlands School

Mayor Small called the public hearing to order at 6:30 PM, and asked the Planning Director to explain the issue and address comments and enquiries from Council. He stated there were no written submissions on the matter. The Mayor then invited comments from the public. Though the subject of this public hearing is the proposed rezoning of properties to accommodate the school to replace West Highlands Elementary School; however, there were a three people who spoke in opposition to the proposed closure of Victor Avenue.

Jim Gouchie, owner of undeveloped property at the end of Victor Avenue said he does not agree with the plan to close Victor Avenue, that it will affect his ability to develop and therefore devalue his property.

Jim St. Peter owns two lots on Victor Avenue; while in favour of the school, he expressed opposition to the loss of access to his property on Victor Avenue.

Paul St. Peter (co-owner with Jim St Peter) is in favour of the school but expressed his frustration with what he feels is pressure from the Town with respect to his property.

#### 1.2. Closure of a Portion of Cornwall Avenue

The Mayor called the public hearing on the proposed closure of a portion of Cornwall Avenue to order and requested a presentation on the issue from the Director of Planning. Enquiries and comments from Council were addressed, and the Mayor invited comments and enquiries from the public. There were none. There were no written submissions. This concluded the public hearing.

#### 1.3. Closure of Boylston Avenue Extension

The Mayor called the public hearing on the proposed closure of Boylston Avenue Extension to order and requested a presentation on the issue from the Director of Planning. Enquiries and comments from Council were addressed, and the Mayor invited comments and enquiries from the public. There were none. There were no written submissions. This concluded the public hearing.

### 2. CALL TO ORDER AT 7:00 PM

### 3. O'CANADA

### 4. HEARINGS / PRESENTATIONS / PETITIONS

4.1. **LA Animal Shelter - Marilyn Williams**

Marilyn Williams made a presentation on behalf of the L. A. Animal Shelter. She informed Council that June will mark the Shelter's 27th anniversary and they will declare June as Animal Awareness Month in Cumberland County. She outlined a number of events and activities taking place over the month and invited Council to participate and contribute any ideas they may have.

5. **APPROVAL OF AGENDA/MINUTES**

5.1. **Amendments to the Agenda**

5.2. **Approval of the Agenda**

**Moved By: Deputy Mayor George Baker  
Seconded By: Councillor Terry Rhindress  
That the agenda be approved as circulated.**

**Motion Carried**

5.3. **Approval of Minutes**

**Moved By: Councillor Terry Rhindress  
Seconded By: Councillor David March  
That the minutes of the April 29, 2013 Regular Meeting, and the May 1 and May 13, 2013 Special Meetings be approved as circulated.**

**Motion Carried**

6. **REQUESTS FOR DECISION**

6.1. **Amend Heritage Property Bylaw 2nd Reading**

**Moved By: Councillor Lisa Emery  
Seconded By: Councillor David March  
That Council approve second reading and enactment of a by-law to amend the Heritage Property Bylaw to appoint the Planning Advisory Committee to also be the Heritage Advisory Committee.**

**Motion Carried**

**BY-LAW TO AMEND THE HERITAGE PROPERTY BY-LAW, A-5**

The Town of Amherst Heritage Property By-Law, A-5, approved by Council on June 23, 2008 and amended on 25 May, 2009 is hereby amended as follows:

a. Paragraph 4.2

Delete paragraph 4.2 and replace it with the following:

4.2 That the Planning Advisory Committee for the Town shall be the Heritage Advisory Committee for the Town.

6.2. **Amend Deed Transfer Tax 2nd Reading**

**Moved By: Councillor Frank Balcom  
Seconded By: Councillor Terry Rhindress  
That Council approve second reading and enactment of a by-law to amend the Deed Transfer Tax By-law, which changes the deed transfer tax rate from 1.25% to 1% of the sale price or value of property sold.**

**Recorded**

Robert Small	Yes	
George Baker	Yes	
Frank Balcom	Yes	
Robert Bird		No
Lisa Emery	Yes	
David March	Yes	
Terry Rhindress	Yes	
<b>Results</b>	<b>6</b>	<b>1</b>

**Motion Carried**

**BY-LAW TO AMEND THE DEED TRANSFER TAX BY-LAW, B-2**

The Town of Amherst Deed Transfer Tax By-Law, B-2, approved by Council on December 21, 2009 is hereby amended as follows:

a. **Paragraph 3**

Delete paragraph 3 in its entirety and replace it with the following:

3. The amount of the deed transfer tax shall one percent (1%) of the sale price or value of the property effective June 1, 2013

**6.3. Amend LUB re Government Offices 2nd Reading**

**Moved By: Councillor David March**

**That Council approve second reading of a bylaw to amend the Land Use Bylaw to limit government office uses to the Downtown Zone.**

**Motion Defeated**

**6.4. Amend LUB re Rezone West Highlands 2nd Reading**

**Moved By: Councillor Frank Balcom**

**Seconded By: Deputy Mayor George Baker**

**That Council approve second reading of a by-law to amend the Land Use Bylaw – Schedule A , Zoning Map – to rezone the properties identified by PID's 25035320, 25033713; 25026741, 25016650 and portions of 25407453 and 25407446 as "Institutional".**

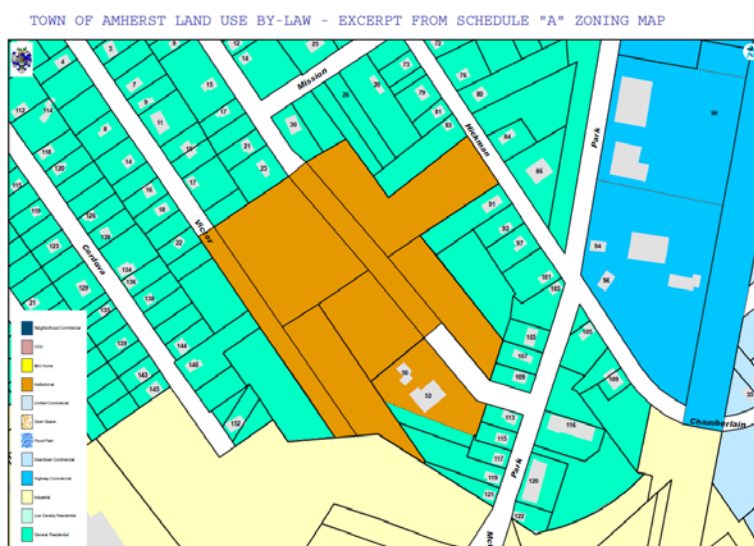
**Motion Carried**

**BY-LAW TO AMEND THE LAND USE BY-LAW, P-2**

1. The purpose of this by-law is to amend the Land Use By-law of the Town of Amherst to apply the Institutional Zone to the properties identified by PID's 25035320, 25033713; 25026741, 25016650 and portions of 25407453 and 25407446.
2. The Land Use By-law of the Town of Amherst is hereby amended as follows:

**AMENDMENT A**

Schedule A - Zoning Map – is amended by applying the Institutional Zone to the properties identified by PID's 25035320, 25033713; 25026741, 25016650 and portions of 25407453 and 25407446.

**6.5. Amend LUB and MPS - Design Guidelines 1st Reading**

**Moved By: Councillor David March**

**Seconded By: Deputy Mayor George Baker**

**That Council approve first reading of a bylaw to amend the Land Use Bylaw to create a Core Area District with special design requirements, and schedule a public hearing for 6:30 PM on Monday, June 24, 2013.**

**Motion Carried**

**BY-LAW TO AMEND THE MUNICIPAL PLANNING STRATEGY BY-LAW, P-1**

1. The purpose of this by-law is to amend the Municipal Planning Strategy of the Town of Amherst with respect to the recommended design guidelines from the Downtown Amherst Centre First Action Strategy.
2. The Municipal Planning Strategy of the Town of Amherst is hereby amended as follows:

**AMENDMENT A**

Include **Sustainability**, section **3.10** in the **Table of Contents**.

**AMENDMENT B**

Add the following Objective to section 3.3 Commercial:

- (g) **To transform the Downtown into a vibrant commercial, civic, cultural and shopping destination for Town residents and visitors through beautification, enhancement, and creation of a comfortable, safe and vital pedestrian environment.**

**AMENDMENT C**

Change the term "**Downtown Commercial**" Zone to "**Downtown**" Zone throughout the entire Municipal Planning Strategy document.

**AMENDMENT D**

Revise Policy CP-13 DA Automobile Uses in Downtown Zone to read as follows:

Within the Downtown zone, it shall be the intention of Council, **in areas where automobile uses are permitted**, to require that all motor vehicle related uses, including but not limited to, motor vehicle repair, sales and fueling stations, as well as any drive thru establishment, be subject to a Development Agreement. In negotiating such an agreement Council shall:

- (a) ensure that the development provides sufficient on-site parking, and appropriate access to, and egress from the street;
- (b) ensure that the location of parking facilities does not dominate the surrounding area, including the utilization of vegetation and fences to mitigate the aesthetic impacts of parking lots;
- (c) ensure that any on site outdoor lighting does not negatively impact the surrounding properties;
- (d) require the use of vegetation to improve the aesthetic quality of the development.

**AMENDMENT E**

Change the title of CP-3 to: Downtown Zone **and Core Area District**

**CP-3** It shall be the intention of Council to include in the Land Use Bylaw a Downtown zone. This zone shall be applied to the downtown commercial core and permit a range of commercial **and residential** uses appropriate to the unique character of the area. **The Downtown zone shall include an overlay Core Area District where a development permit shall be required for new developments, and exterior renovations that alter the architectural features of a building. Issuance of a development permit shall be contingent on compliance with both the Downtown zone and Core Area District requirements.**

It shall further be the intention of Council to include in the Land Use Bylaw provisions to regulate: signage, setbacks, building height, bulk, **architectural features, building materials**, and parking within the Downtown zone **and Core Area District**.

**AMENDMENT F**

Add new section **3.10 Sustainability**:

**3.10 Sustainability****Objectives**

- (a) **To promote the Downtown Zone as a place for living, working and playing.**
- (b) **To establish and promote a compact, walkable, mixed use core in favour of large lot sprawl development.**
- (c) **To encourage significant growth in Downtown residential development so that more people can work, live, learn and play within a self contained area.**

## SUSTAINABILITY POLICIES

Residential Development	SP-1 It shall be the intention of Council to encourage high density residential development in the Downtown Zone
Residential Development	SP-2 It shall be the intention of Council to encourage multi-unit residential on the upper floors in the Downtown Zone.
Access and Connections	SP-3 It shall be the intention of Council to provide public access to parks, green spaces, and trail connections in the Downtown Zone.
Active Transportation	SP-4 It shall be the intention of Council to encourage Active Transportation through implementation and maintenance of Active Transportation facilities

**Moved By: Councillor David March**

**Seconded By: Deputy Mayor George Baker**

**That Council approve first reading of a bylaw to amend the Municipal Planning Strategy to create a Core Area District with special design requirements, and schedule a public hearing for 6:30 PM on Monday, June 24, 2013.**

**Motion Carried**

**BY-LAW TO AMEND THE LAND USE BY-LAW, P-2**

1. The purpose of this by-law is to amend the Land Use By-law of the Town of Amherst with respect to the recommended design guidelines from the Downtown Amherst Centre First Action Strategy.
2. The Land Use By-law of the Town of Amherst is hereby amended as follows:

**Amendment A**

Add Core Area District as an overlay zone on the Land Use Zoning Map.

**Amendment B**

Add the following definition to section 1.0 DEFINITIONS:

- 29) Core Area District** means an overlay zone to the existing Downtown Zone that includes requirements for development that must be met in addition to Downtown Zone requirements.

**Amendment C**

Change the term "**Downtown Commercial**" Zone to "**Downtown**" Zone throughout the entire Land Use By-law document.

**Amendment D**

Add **Core Area District** to Section 2.1 under "Commercial Zones".

**Amendment E**

Add a new requirement to SECTION 3.0 Administration; subsection 3.3 (e) Development Permit Required as follows:

- (e) In a Core Area District, a development permit shall be required for all new development and exterior renovations that alter the architectural features of a building. The issuance of the permit shall be contingent on the development satisfying the Downtown Zone requirements and District requirements, which shall take precedence over any conflicting requirements of this Bylaw. In the case of renovations, the Core Area District requirements shall apply to the architectural features being altered.**

**Amendment F**

SECTION 3.0 Administration, subsection 3.4 No Development Permit Required, part (i) as follows:

**Except those properties within a Core Area District** or unless otherwise specified, no development permit shall be required for:

- (i) a development that involves the interior or exterior renovation of a building that will not change the shape of the building or increase its volume, will not add more dwelling units, or will not involve a change in the use of the building

**Amendment G**

Amend Section 8.3 as follows:

# 0154

## 8.3 Downtown Zone

### 8.3.1 Downtown Zone Uses Permitted

The following uses shall be permitted in the Downtown Zone:

- Banks and Financial Institutions
- Business and Professional Offices
- Commercial Recreation Centres
- Commercial Schools
- Community Centres
- Funeral Homes
- Garden and Nursery Sales & Supplies
- Hotels and Motels
- Industrial uses existing as of the date of adoption of this bylaw
- Institutional Uses, (schools, government offices, churches, police stations, similar uses.)
- Lounges and Beverage Rooms
- Light manufacturing
- Medical Clinics
- Motor Vehicle Fuelling Stations **subject to section 8.3.2 and 8.4.1**
- Motor Vehicle Sales, Rental, and Repair **subject to section 8.3.2 and 8.4.1**
- Parking lots and Parking Structures
- Private Clubs and Fraternal Organizations
- Photography Studios
- Printing Establishments
- Outdoor Retail Display
- Religious Institutions
- Residential uses subject to section 8.1.1, 8.3.2, and 8.4
- Restaurants, Drive-thru (**subject to section 8.3.2 and 8.4.1**) or Take-Outs, Cabarets
- Retail Stores
- Self Storage Facilities **subject to section 8.4.1**
- Service and Personal Service Shops
- Taxi, Bus and Train Stations

### 8.3.2 Permitted uses by Development Agreement

In the Downtown Zone, a development permit application for the following uses shall be considered by development agreement in accordance with the applicable Municipal Planning Strategy (MPS) Policies:

- (a) Where the new development will be located on a lot that is adjacent to a designated heritage property in accordance with Policy CP-10 of the MPS.
- (b) Where the new development will have a ground floor area in excess of 1,500 m<sup>2</sup> in accordance with Policy CP-11 of the MPS.
- (c) Any use that involves the outdoor display of motor vehicles, vehicle stacking for drive thru purposes, and motor vehicle fueling stations, subject MPS Policy CP-13.
- (d) Ground floor residential uses subject to MPS-Policy CP-15.

### 8.3.3 Uses Subject to Site Plan Approval

In the Downtown Zone, sidewalk patios shall be subject to Site Plan approval in accordance with MPS Policy CP-14.

### 8.3.4 Zone Requirements

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

<b>a) Downtown Zone Requirements</b>	
Minimum lot area	200 m <sup>2</sup>
Minimum lot frontage	6 m
Minimum front yard	none
Minimum rear yard	none
Minimum side yard	none
Maximum height	22 m (72 ft)

- (b) All developments shall be exempt from **minimum** parking requirements outlined in Section 5.1

### 8.3.5 Front Yard Setback on Albion Street

Notwithstanding any other provision of the Bylaw, the front yard setback for a new building fronting on Albion Street within the Downtown Zone shall be 3 metres, and 6 metres from any residential property line where adjacent to a residential zone.

## 8.4 Core Area District

In addition to section 8.3 Downtown Zone requirements, properties located in the Core Area District shall satisfy the requirements of this section. For the purposes of this section, a principal street shall include: **East Victoria Street, Church Street, Havelock Street, Electric Street, King Street, and Ratchford Street. Where a property has frontage on more than one street, the principal street is considered the front of the property. Where a property has frontage on more than one principal street, East Victoria will be considered the front of the property.**

**8.4.1 Vehicular Oriented Uses in a Downtown District:**

In the Core Area District, the following shall not be permitted on Victoria Street, Church Street, Havelock Street, King Street, Electric Street, or Ratchford Street, and may be permitted elsewhere in a Downtown District, subject to any other relevant section of this bylaw:

- a) Motor Vehicle Fueling Stations
- b) Motor Vehicle Sales, Rental, or Repair
- c) Car Washes
- d) Drive-thru's
- e) Self Storage Facilities

**8.4.2 Parking**

In the Core Area District, parking shall conform to Section 5.4, 5.5, and 5.12 of this Bylaw, and shall:

- a) not be increased where it abuts East Victoria Street, Church Street, and Havelock Street;
- b) be designed and configured so as to minimize its visual dominance from the street;
- c) not be located between the building and the street; and,
- d) include a landscaped strip with a minimum width of 1.5 metres where parking facilities abut a street;

**8.4.3 Building Height**

In the Core Area District, new developments and additions to existing multiple-storey buildings that constitute a 10% or more increase in building footprint shall have a minimum height of 6.1 m (20 feet), two (2) floors that can be occupied.

**8.4.4 Building Materials**

In the Core Area District no building, except residential dwellings located on Prince Arthur, Maple Street, and Crescent Street, shall have vinyl or aluminum cladding along any wall that abuts or otherwise fronts on a street.

**8.4.5 Commercial and Institutional Requirements**

In the Core Area District, all non-residential uses within new developments and additions to existing buildings that constitute a 10% or more increase in building footprint, shall satisfy the following requirements:

- a) a minimum ground floor ceiling height of 3.2 metres;
- b) a public entrance located on the principle street frontage or the building wall closest the street, or at the corner in the case of a corner lot;
- c) windows that occupy no less than 50% of any street fronting wall below the second floor;
- d) clear windows and doors with at least 88% light transparency and no reflective or tinting treatment on the ground floor;
- e) an awning, overhang, or weather-protecting structure over all public entry ways;
- f) buildings with frontage greater than 12 meters shall be broken down into horizontal compartments with a distinct change in vertical architectural articulation using at least one of the following: different materials, projections, bays, roof changes, or colours.
- g) building setbacks shall align with the established front and flanking yard setbacks along any street frontage. Where no established setback exists a maximum front and flanking yard setback of one (1) metre for at least 60% of the building wall is required; and,
- h) areas for signage shall be incorporated in the initial building design.

**8.4.6 Residential Uses**

In the Core Area District, residential requirements shall be subject to the relevant sections of this Bylaw, and the following requirements:

- a) upper floor conversions of non-residential uses to a residential use shall be permitted;
- b) detached single and double dwellings are not permitted;
- c) ground floor residential uses may be permitted for developments containing twenty (20) or more dwelling units on principal streets, subject to MPS Policy CP-15;
- d) on any principal street, the first 12.2 m (40 feet) of building ground floor area, measured at 90 degrees from the property line abutting any principal street, or the front of the building facing the street in cases where the front of the building is not located directly on the front property line, shall be restricted to non-residential uses otherwise permitted in the zone;
- e) new residential buildings shall be no less than 2 stories;
- f) buildings shall align with the front and flanking yard setbacks established by existing buildings on the same block.
- g) primary entries to multi-unit buildings shall front on a street;
- h) the primary entry shall be a highly visible architectural feature incorporating elements such as awnings, roof overhangs, lighting, double doors, glazing and/or distinct architectural materials;
- i) buildings with multiple stories shall have an architecturally distinct base, middle, and top;
- j) mechanical or communication appurtenances larger than 0.50 square meters shall not be visible from the street;
- k) all patios shall be recessed into the building at least 1.5 meters, with no patio extending more than 2.0 meters beyond the outer building wall; and,
- l) buildings with frontage greater than 12 meters shall be broken down into horizontal compartments with a distinct change in vertical architectural articulation using at least one of the following: different materials, projections, bays, roof changes, or colours.

# 0156

## Amendment H

Add 5.12 to Section 5.0 VEHICLE CONTROLS

### **5.12 Core Area District Parking Standards**

In the Core Area District, off-street parking facilities shall satisfy the following, and shall take precedence over any conflicting parking requirement of this Bylaw:

- a) On property that fronts on East Victoria Street, Church Street, or Havelock Street:
  1. No new off-street parking shall abut said streets.
  2. Entries to rear-lot parking will be permitted (no more than 6 m wide) and single loaded parking on these entries will be permitted provided that:
    - i. The street abutting stall is separated by no less than 1.5 m of landscaping between it and the sidewalk, where feasible.
    - ii. The width of the entry road and parking stall does not exceed the width of the building façade fronting on the street
- b) In a Core Area District:
  1. No parking shall be located between the street and the building.
  2. Where parking abuts a street, the parking frontage shall not exceed the building frontage.
  3. For every space which fronts on the street, the developer shall install a 1.5 m wide landscape bed and provide at least one 50 mm caliper street tree. A 1.5 m (minimum) impervious walkway must link the parking to the sidewalk.

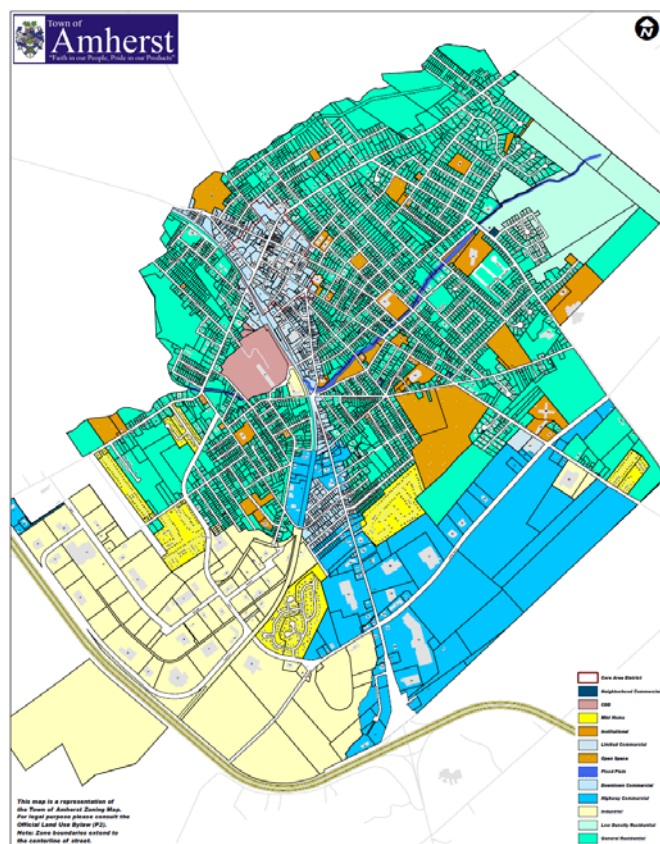
## Amendment I

Add Section 6.14 to Section 6.0 SIGNAGE

### **6.14 Sign Standards in Core Area District**

Signage within a Downtown District shall conform to the following, and shall take precedence over any conflicting signage requirement of this Bylaw:

- a) A sign board for commercial signage or awnings is required above the ground floor windows, and must be integrated into the architecture of the building.
- b) Signs on the top storey are permitted provided they are no greater than 0.3 sq m times the number of storeys (i.e. a 6 storey building can have 1.8 sq m sign).
- c) New Back-Lit or internally illuminated signs are not permitted in the Core Area District, except for backlight raised lettering only, where letters are greater than 200 mm high and no deeper than 150 mm.
- d) Projecting signs are permitted and encouraged. Projecting signs can be no larger than 3 sq metres, and have a minimum clearance of 2.7 m above grade.
- e) Spot lights, gooseneck light fixtures and other decorative light fixtures are permitted and encouraged for illuminating signs.
- f) Directory signs no larger than 2.5 sq m in area are permitted.
- g) Other than sandwich board signs, portable, and free standing reader board signs are not permitted.





**6.6. Policy - Closure of Boylston Avenue Extension**

**Moved By: Councillor Lisa Emery**

**Seconded By: Councillor Terry Rhindress**

**That Council approve a policy to close Boylston Avenue Extension.**

**Motion Carried**

**TOWN OF AMHERST POLICY 31600-22  
BOYLSTON AVENUE EXTENSION CLOSURE**

**PURPOSE**

To close Boylston Avenue Extension and that all rights of the public user to be forever extinguished.

**POLICY**

The Town of Amherst hereby closes to public use a portion of the street know as Boylston Avenue Extension as described in the Schedule "A" attached.

**TOWN OF AMHERST POLICY 31600-22  
BOYLSTON AVENUE EXTENSION CLOSURE – SCHEDULE 'A'**



**6.7. Policy - Closure of a Portion of Cornwall Avenue**

**Moved By: Deputy Mayor George Baker**

**Seconded By: Councillor David March**

**That Council approve a policy to close a portion of Cornwall Avenue.**

**Motion Carried**

**TOWN OF AMHERST POLICY 31600-21  
PORTION OF CORNWALL AVENUE CLOSURE**

**PURPOSE**

To close a portion of Cornwall Avenue, and that all rights of the public user to be forever extinguished.

**POLICY**

The Town of Amherst hereby closes to public use a portion of the street know as Cornwall Avenue as described in the Schedule "A" attached.

# 0158

## TOWN OF AMHERST POLICY 31600-21 PORTION OF CORNWALL AVENUE CLOSURE – SCHEDULE 'A'



### 6.8. Policy - Rounding of Cash Transactions

**Moved By: Councillor Terry Rhindress**

**Seconded By: Councillor David March**

**That Council approve the Rounding of Cash Transactions Policy to state how cash transactions of the Town of Amherst will be administered to address the phase out of the penny from circulation.**

**Motion Carried**

### TOWN OF AMHERST POLICY ROUNDING CASH TRANSACTIONS

#### PURPOSE OF THE POLICY:

As of February 4, 2013, the Royal Canadian Mint is no longer distributing pennies and they are gradually being removed from circulation.

#### POLICY STATEMENT:

All cash transactions of the Town of Amherst will be rounded down to the nearest five cent increment. This applies to cash payments only. All other payment methods must pay the exact amount.

### 6.9. Dangerous and Unsightly Premises Committee

**Moved By: Councillor Lisa Emery**

**Seconded By: Councillor Robert Bird**

**That Council confirm the appointments of Council members George Baker, Frank Balcom and Lisa Emery to the Dangerous and Unsightly Premises Committee for terms ending November 30, 2013.**

**Motion Carried**

### 6.10. 85 Church Street - Purchase and Sale Agreement

**Moved By: Councillor Terry Rhindress**

**Seconded By: Deputy Mayor George Baker**

**That Council authorize the Mayor and CAO to sign both the Purchase and Sale Agreement and the Buy Back Agreement with Allen MacEachern in the amount of \$25,000 for the property located at 85 Church Street.**

**Motion Carried**

**THIS AGREEMENT of Purchase and Sale** made this \_\_\_\_\_ day of June, 2013 **BETWEEN:**  
**Allen MacEachern** Hereinafter called "the Purchaser"- and - **THE TOWN OF MHERST,**  
 Hereinafter called "the Vendor"

#### **Property**

1. The Vendor agrees to sell and the Purchaser agrees to purchase from Vendor a lot of land owned by the Vendor being land located at 85 Church Street (PID 25005760), in the Town of Amherst, County of Cumberland and Province of Nova Scotia, herein called "the property".

#### **Purchase Price**

The purchase price of Twenty Five Thousand Dollars (\$25,000.00).

#### **Deposit**

2. The Purchaser does not submit a deposit with this offer.

#### **Date of closing**

3. The sale shall be completed on or before the 12<sup>th</sup> day of July, 2013.

#### **Deed**

4. The Vendor shall convey title to the property by deed without covenants. The Purchaser shall have until 14 days prior to the date of closing to examine the title and if valid objection is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this agreement notwithstanding any immediate acts or negotiations in respect of such objection shall be at an end and all monies theretofore paid shall be returned with the interest earned as described heretofore, and the Vendor shall not be liable for any costs or damages. Except for any valid objection to title made by the 14 days prior to closing, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

#### **Vendor's obligations**

5. The completion of the purchase by the Purchaser is conditional upon:
  - (a) The Vendor passing a resolution approving of the within sale.

#### **Purchaser's Obligations**

6. The Purchaser covenants and agrees with the Vendor as follows
  - (a) To purchase the property on an as is basis;
  - (b) To assume responsibility and to remediate any past or present environmental issues as may be determined as a consequence of any environmental assessment or inspection;
  - (c) To be responsible for all survey costs associated with the transfer of the land and the subsequent development;
  - (d) To be responsible for all costs associated with migrating the property to the land registry system, under the Land Registration Act;
  - (e) On the closing date the Purchaser shall execute an Agreement with the Vendor providing that the Purchaser will not sell, transfer or offer for sale the property for a period of twelve months from the date of acquisition and that should the Purchaser determine to sell or convey the property, it shall first be offered to the Vendor to purchase the property from the Purchaser for the sum of Twenty Five Thousand Dollars (\$25,000.00);
7. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressed herein.
8. Transfer of title shall be shall be by deed without covenants prepared by the Vendor's solicitor. The Vendor shall not provide a warranty of title except that it has done nothing to encumber the property.

#### **Notices**

9. All notices hereunder shall be in writing and shall be delivered either personally or by facsimile transmission, addressed to the parties as follows:

To the Purchaser: Allen MacEachern  
 141 Victoria Street  
 Amherst, NS, B4H 1X9

To the Vendor: The Chief Administrative Officer  
 The Town of Amherst  
 PO Box 516  
 Amherst, NS, B4H 4A1

# 0160

## Time

10. Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.

## Tender of Money

11. Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or the respective solicitors on the date of closing. Money may be tendered by bank draft or cheque certified by a Canadian chartered bank or trust company.

## Telefacsimiles and Reproduction

12. The Vendor and Purchaser agree that this offer to purchase when executed and the executed acceptance thereafter may be communicated by telefacsimile and that such agreement shall be legal and binding upon the parties hereto. The Vendor and Purchaser further agree that reproduction of signatures by telefacsimile will be treated as originals.

## Governing Law

13. This agreement shall be governed by and interpreted in accordance with the provisions of the laws of the Province of Nova Scotia.

## Binding

14. This agreement shall be binding upon and enure to the benefit of the Vendor and Purchaser and their respective heirs, executors, administrators, successors and assigns, except as otherwise herein provided.

## Headings

15. Section headings herein are for ease of reference only and shall not be considered as part of this agreement.

**THIS AGREEMENT** executed by the Purchaser this \_\_\_\_\_ day of \_\_\_\_\_ at Amherst, Nova Scotia

### **6.11. Property for New Elementary School - Purchase and Sale Agreement**

**Moved By: Councillor Frank Balcom**

**Seconded By: Councillor David March**

**That Council approve the Purchase and Sale Agreement between the Town and the Province of Nova Scotia for properties identified by PID 25033713 for \$20,200, the portion of Cornwall Avenue for \$15,400, and Victor Avenue for \$20,000 per acre, and that the Mayor and CAO be authorized to sign the agreement.**

**Motion Carried**

THIS AGREEMENT OF PURCHASE AND SALE made as of and effective the 22nd day of May, 2013.

BETWEEN:

THE TOWN OF AMHERST, a municipal body corporate, with its municipal offices at Amherst, in the County of Cumberland and Province of Nova Scotia, hereinafter called the "VENDOR" OF THE ONE PART -and- THE PROVINCE OF NOVA SCOTIA as represented by its Department of Transportation and Infrastructure Renewal, hereinafter called the "PURCHASER" OF THE OTHER PART

THIS AGREEMENT OF PURCHASE AND SALE WITNESSETH THAT and the parties hereto covenant, promise, undertake and agree as follows:

1. Subject to and in accordance with the terms and provisions of this Agreement, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor those lands and premises situate at 35 Victor Avenue, Amherst, in the County of Cumberland and Province of Nova Scotia, comprising 1.01 acres more or less, being all of PID 25033713, and which lands and premises are shown and identified on a plan entitled "Plan of Survey Showing Lands of Amherst Lions Club... and Lands of Town of Amherst" prepared by Michael J. Gould, NSLS dated November 27, 2012 and filed at the Cumberland County Registry of Deeds/Cumberland County Land Registration Office on March 14, 2013 as Plan No. 102642874, and which lands are herein called the "Property".

2. The purchase price payable by the Purchaser to the Vendor for the Property is the sum of Twenty Thousand Two Hundred Dollars (\$20,200.00) payable on closing on the closing date, subject to any adjustments as hereinafter referred to.
  3. This Agreement shall be completed on or before June 21, 2013 (herein called the "Closing Date") and upon completion vacant possession of the Property shall be given to the Purchaser.
  4. With the approval, consent and cooperation of the Vendor, the Purchaser, at the expense of the Purchaser, agrees to convert/migrate the Property to the Land Registration System, all pursuant to the Land Registration Act of Nova Scotia, at least one week before the Closing Date. The Vendor hereby consents to the Purchaser attending to all required matters which will result in the migration of the Property pursuant to the Land Registration Act of Nova Scotia. The Purchaser confirms that the Purchaser has completed its search of title with respect to the Property and is satisfied as to the Vendor's title.
  5. The conveyance and transfer of the Property shall be by Warranty Deed to be delivered on payment of the Purchase Price on the Closing Date. The Property shall be conveyed and transferred free from encumbrances, except as to any easements, registered restrictions or covenants that affect the Property and, in the opinion of the Purchaser acting reasonably, do not materially affect the enjoyment and marketability of the Property.
  6. All of the property being purchased hereby shall be and remain at the risk of the Vendor pending closing on the Closing Date.
  7. There shall be no property tax adjustment. The Vendor shall pay and be liable and responsible for payment of all property taxes relating to the period up to the Closing Date. The cost of municipal improvements (including, but without limiting the generality of the phrase "municipal improvements", betterment charges and capital charges for utilities or municipal services) completed as of the Closing Date, whether billed or not, are to be paid by the Vendor on or before the Closing Date.
  8. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for them and the money to be legal tender, or by way of solicitor's trust cheque.
  9. Time shall in all respects be of the essence in this Agreement and in the event of a written agreement of extension, time shall continue to be of the essence.
  10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
  11. This Agreement shall be read with all changes of gender or number required of the context.
  12. The Vendor represents and warrants that in the experience of the Vendor and to the best of the Vendor's knowledge, information and belief:
    - (a) there are no toxic chemicals or wastes being stored on the Property;
    - (b) the Property is free from any contamination which would make the Property subject to a cleanup order by the Department of the Environment and there are no underground petroleum storage tanks in or on the Property.
- The Vendor acknowledges and agrees that the foregoing representations shall be true and correct on the Closing Date.
13. The Vendor will keep the Property in good condition and repair pending the closing on the Closing Date, according to the nature and description of the Property, and shall deliver up vacant possession of the Property on the Closing Date.
  14. All of the Vendor's warranties and representations contained in this Agreement shall survive the closing and shall continue in full force and effect following the closing unless otherwise stated in this Agreement.
  15. The Vendor and Purchaser each warrant that there are no representations, collateral agreements, collateral warranties or conditions affecting this Agreement other than as expressed in this Agreement.
  16.
    - a) The Vendor shall prior to 15 days before the Closing Date advise the Purchaser in writing whether or not the sale and transfer of the Property as herein contemplated (the "Transaction") is subject to Harmonized Sales Tax ("HST");
    - b) In the event that the Vendor shall advise the Purchaser in writing that the Transaction is not subject to HST, then and in that event, the Vendor certifies to the Purchaser that the Transaction is not subject to HST and the Vendor shall provide to the Purchaser on or before the Closing Date a Certificate in a form reasonably satisfactory to the Purchaser certifying that the Transaction is not subject to HST pursuant to the Excise Tax Act (Canada) (the "Act");

c) In the event that the Vendor shall advise the Purchaser in writing that the Transaction is subject to HST, and the Purchaser shall agree that the Transaction is subject to HST, then and in those events the parties agree as follows:

- i. HST is in addition to the purchase price;
- ii. The Purchaser certifies that the Purchaser is registered and is a Registrant under and pursuant to the Act and will continue to be so registered and a Registrant at the time of closing on the Closing Date;
- iii. The Purchaser acknowledges that the Vendor shall not be liable or responsible for collection of HST at the time of closing and that the Purchaser shall deal with any applicable HST in accordance with the Act;
- iv. Based upon the foregoing undertakings and representations by the Purchaser, the Vendor will not collect and will not be liable or responsible to collect any HST applicable to this Transaction; and
- v. Alternatively the Purchaser may choose to pay any applicable HST to the Vendor at the time of closing on the Closing Date.

17. The Vendor represents and warrants that the Vendor is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

18. For all purposes of this Agreement, this Agreement shall be effective and valid if executed in counterpart and email and fax transmissions and receipt is and shall be effective and valid.

19. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

20. From and after the date of signing and execution of this Agreement, and extending to the Closing Date, the Purchaser and the Purchaser's employees, agents, contractors and invitees shall have the right to enter and may enter the Property and have access to the Property together with all required vehicles and equipment for the purposes of school construction and development purposes (herein called the "Work") including, but not limited to, site preparation, surveying, land grubbing, land grading and erection of construction fencing. The Work shall be done and conducted in a manner so as not to unreasonably interfere with the Vendor's use of the Property. It is understood that the Vendor shall not be responsible or liable for any damage to property or injury or death of persons caused by the wilful act or negligence of the Purchaser and the Purchaser's employees, agents, contractors and invitees occurring on the Property during the performance of any part or portion of the Work by the Purchaser or the Purchaser's employees, agents, contractors and invitees.

21. In this paragraph, the Purchaser may also be referred to as "HMQ" and the Vendor may also be referred to as the "Town". This Agreement is subject to the following conditions:

- (1) Prior to the closing on the Closing Date, HMQ as purchaser and The Lions Club of Amherst (the "Lions Club") as vendor shall have concluded a transaction for the acquisition by HMQ from the Lions Club of those properties identified as PIDs 25026741, 25035320 and 25475229;
- (2) Prior to the closing on the Closing Date the Lions Club shall have delivered to HMQ a Warranty Deed from the Registered Owner of PID 25016650 (who at the present time is Neil J. Hargreaves) to HMQ conveying PID 25016650. Each of the foregoing conditions is a true condition precedent and is for the exclusive benefit of the Purchaser. Each of the foregoing conditions stand alone and are independent of each other. The Purchaser may unilaterally waive any such condition at any time by providing written notice of such waiver to the Vendor's solicitor. In the event any such condition is not fulfilled and has not been waived by the Purchaser then the Purchaser shall be at liberty to terminate this Agreement and, in the event of such termination, this Agreement shall be null and void without liability by the Purchaser for any expenses incurred or damages sustained by the Vendor.

22. In this paragraph the Purchaser may also be referred to as "HMQ" and the Vendor may also be referred to the "Town". The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor all of that portion of Cornwall Avenue that the Purchaser has determined is required for the purposes of the West Highlands Elementary School Site and Project (the "Cornwall Parcel") upon and according to the following terms and conditions:

- (1) The Cornwall Parcel is that parcel of land comprising 2,987 square metres shown and identified as "Cornwall Avenue Area= 2,987 sq. m" as shown and depicted on the plan prepared by Michael J. Gould filed at the Registry of Deeds for the County of Cumberland on March 14, 2013 as Plan No. 102642874;
- (2) The Town shall take all steps and procedures so as to cause the Cornwall Parcel to be closed to public use and to cause the Town to have good and marketable title to the Cornwall Parcel.
- (3) The Purchase Price payable by HMQ to the Town for the Cornwall Parcel shall be Fifteen Thousand Four Hundred Dollars (\$15,400.00);

(4) The Closing Date shall be as soon as possible following the fulfilment and performance of paragraph 22(2) by the Town;

(5) With the approval, consent and cooperation of the Town, HMQ shall convert/migrate the Cornwall Parcel to the Land Registration System all pursuant to the Land Registration Act of Nova Scotia at least one week before the Closing Date. The parties acknowledge that HMQ, in due course, will be consolidating all of the lands to be acquired from the Lions Club, the Town and Neil Hargreaves for the purposes of the West Highlands Elementary School (the "School Site")

(6) Prior to the closing on the Closing Date, the Town and HMQ shall execute a mutually satisfactory agreement, each party acting reasonably, with respect to any sewer and water line changes related to the Cornwall Parcel made necessary by the use of the Cornwall Parcel for School Site purposes;

(7) Paragraphs 1 to 21 inclusive of this Agreement shall apply mutatis mutandis (meaning: with the necessary changes being made).

23. In this paragraph the Purchaser may also be referred to as "HMQ" and the Vendor may also be referred to as the "Town". The parties acknowledge and recognize that HMQ may require a portion of Victor Avenue for the purposes of the School Site. The parties further acknowledge that HMQ would prefer not to acquire any portion of Victor Avenue for School Site purposes but such an acquisition may be determined by HMQ to be necessary. The Town agrees to sell to HMQ and HMQ agrees to purchase from the Town all of that portion of Victor Avenue that HMQ shall determine is necessary and required for the purposes of the School Site (herein called the "Victor Parcel") upon and according to the following terms and conditions:

(1) When the size, extent and boundaries of the Victor Parcel have been determined, the Town shall take all steps and procedures that are required so as to cause the Victor Parcel to be closed to public use and to cause the Town to have good and marketable title to and of the Victor Parcel;

(2) When the size, extent and boundaries of the Victor Parcel have been determined a survey plan of the Victor Parcel shall be prepared at the Purchaser's expense and filed at the Cumberland County Land Registration Office;

(3) The Purchase Price payable by HMQ to the Town for the Victor Parcel shall be \$20,000.00 per acre multiplied by the size in acres of the Victor Parcel;

(4) The Closing Date shall be as soon as possible following the filing of the survey plan at the LRO;

(5) With the approval, consent and cooperation of the Town, HMQ shall convert/migrate the Victor Parcel to the Land Registration System all pursuant to the Land Registration Act of Nova Scotia at least one week before the Closing Date. The parties acknowledge that HMQ, in due course, will be consolidating all of the lands to be acquired from the Lions Club/Town and Neil Hargreaves for the purposes of the School Site;

(6) Prior to the closing on the Closing Date, the Town and HMQ shall execute a mutually satisfactory agreement, each party acting reasonably, with respect to any sewer and water line changes related to the Victor Parcel made necessary by the use of the Victor Parcel for School Site purposes;

(7) Paragraphs 1 to 21 inclusive of this Agreement shall apply mutatis mutandis (meaning: with the necessary changes being made).

IN WITNESS WHEREOF the Vendor has properly executed this Agreement on the

#### **6.12. YMCA Summer Swim Programs**

**Moved By: Councillor Robert Bird**

**Seconded By: Councillor Frank Balcom**

**That Council approve entering into an operating agreement with the Cumberland YMCA for the 2013 Instructional and Recreational Swim Program commencing on July 2nd in the amount of \$50,571.85, and authorize the Mayor and CAO to sign the agreement on behalf of the Town.**

**Motion Carried**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2013 BETWEEN:

**THE TOWN OF AMHERST**, a Municipal Corporation, in the County of Cumberland and Province of Nova Scotia; Hereinafter called "the Town" and **The Cumberland YMCA** Hereinafter called "YMCA."

# 0164

## WHEREAS:

The Town wishes to provide various recreational programs for the benefit of its citizens in particular, the youth and teens within the Town of Amherst;

And the YMCA has indicated an ongoing interest to provide recreational program support to the Town.

The YMCA agrees to provide the following services to the Town.

1. Commencing on or about July 2<sup>nd</sup> and continuing for eight (8) weeks, the YMCA will provide Amherst youth an instructional swim program. This program will include the costs related to the Director of Aquatics, qualified instructors, life guards, equipment, uniforms, badges, awards and all other costs related to the operation of a successful instructional program. A registration fee of \$35.00 will be charged to all registrants for this program.
2. Commencing on or about July 2<sup>nd</sup> and continuing for eight (8) weeks, the YMCA will provide Amherst youth with a recreational swim program. This program will be offered between the hours of 2:30pm to 4:00pm from Monday to Friday inclusive and will be restricted to maximum of 110 swimmers being admitted on a first come, first served basis. Participation is limited to only those who have been issued a summer recreational swim pass either by the Town of Amherst or the YMCA.
- 3.. The YMCA agrees and undertakes with the Town:
  - a) to provide for a well maintained pool and recreation facility and employ responsible policies and procedures in the day to day operation of its facilities.
  - b) to supervise the pool in accordance with generally accepted standards with lifeguards appropriately qualified under the National Lifeguard Service and qualified in First Aid.
  - c) to ensure that lifeguards are supervised and coordinated by the YMCA's Aquatics Director at all times and that program staff are supervised and coordinated by the YMCA's Program Director.
  - d) to indemnify the Town from liabilities, damages, costs, claims, suits or actions resulting from:
    - i) a breach, violation or non-performance of any covenant or proviso of this AGREEMENT on the part of the YMCA;
    - ii) damage to property or equipment owned by the YMCA used in the delivery of the services and programs on behalf of the Town;
    - iii) injury to person or persons, including death resulting at any time there from, occurring in or about the YMCA, and on the roads, parking lots or sidewalks adjacent to them.
4. The Town agrees and undertakes with the YMCA:
  - a) to pay to the Cumberland YMCA an annual cash amount of **\$50,571.85** payable in bi-monthly installments of \$12,642.96 on or about July 15, July 30, August 15 and August 30.
5. Provided always and it is agreed between the parties:
  - a) The Town shall not be liable or responsible in anyway for any loss suffered by any party while the YMCA is providing programming on behalf of the Town and the YMCA shall indemnify the Town against any loss suffered.
  - b) In the event the YMCA building or pool is closed which results in the cancellation of a Town sponsored program, the YMCA will issue a credit against the monthly statement of account issued to the Town.
  - c) All media releases to provide updates on Town sponsored programs facilitated by the Cumberland YMCA will be issued by the Town in accordance with existing Town policy and procedures.
  - d) It is understood that the terms of this agreement will be adhered to for both the summer instructional swim program and the recreational swim program if notice of termination as per "e" below is not received prior to July 1<sup>st</sup>.
  - e) This agreement will remain in force from this date forward. This agreement may be terminated by either party upon receipt of written notice of 60 days.
7. This AGREEMENT and everything contained in it shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties to it, subject to such consents as required by the terms of this AGREEMENT.



**6.13. Rescind Welding Tender Motion**

**Moved By: Councillor Terry Rhindress**

**Seconded By: Councillor David March**

**In accordance with the Proceedings of Council By-law, that notice be hereby given that a motion will be brought forward to rescind the motion of March 25, 2013 wherein the welding services tender was awarded to B J's Custom Welding.**

**Motion Carried**

**6.14. Tender - Supply Gravel**

**Moved By: Councillor Frank Balcom**

**Seconded By: Councillor Terry Rhindress**

**that Council award the 2013 Supply of Gravel Tender to Baxter Trucking at the following unit rates:**

<b>Type 1 Gravel</b>	<b>\$11.77 per tonne</b>
<b>Washed Clear Stone</b>	<b>\$16.00 per tonne</b>
<b>Crushed Traction Sand</b>	<b>\$14.50 per tonne</b>
<b>Surge Rock Type C3</b>	<b>\$15.00 per tonne</b>

**Motion Carried**

**7. INFORMATION / DISCUSSION ITEMS**

**8. INTERNAL COMMITTEE REPORTS**

**8.1. Planning Advisory Committee**

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

The Planning Advisory Committee met on May 6 to review and discuss the MPS and LUB Amendments with respect to the implementation of the Amherst First Downtown Action Strategy. The Committee made a couple of changes to the document presented by the Planner, one being to rename the areas identified as "Downtown Commercial" and "Mixed Use" Districts as "Core Area District".

The Committee met again on May 13 to give a final review of the amending by-laws and approved a motion to recommend adoption of the proposed amendments by Council. While the Committee has spent a considerable amount of time on this project, it is pleased with the end result and confident that it best incorporates the recommendations of the Strategy.

Also on the agenda for May 13 was a discussion on a proposed Land Leased Community By-law to replace the outdated Mobile Home Park Bylaw. The Committee is also recommending that Council adopt the proposed bylaw as presented.

The next meeting of the Committee is scheduled for Monday, June 3.

**8.2. Amherst Board of Police Commissioners**

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

Francis Smith Bursary: We are very pleased join our local police union members by matching their contribution of a \$500 bursary with another \$500 from the Commission to make the bursary to a graduating student and member of the SADD committee a total of \$1,000.

NSAPB and NSCPA Conference: We are just beginning to form larger committees to divide the work for this conference. The registration forms are attached for both the golf tournament and the conference.

Annual Report Letter from the Chair: Each year the Chief of Police has to send the Department of Justice an Annual Report. The letter to go into that report from the Chair of the Commission is attached.

**8.3. Amherst Youth Town Council**

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

AYTC members met last on May 6<sup>th</sup> in the Amherst Stadium heated room. Prior to the May 6<sup>th</sup> regular monthly meeting AYTC hosted a t-shirt design event at the Stadium in celebration of National Youth Arts Week which was May 1-7. This event was open to all youth grades 7-12 and they received a white t-shirt and materials to decorate the shirt with. The objective was to expose youth to the arts and various ways to express the arts with the intent of increasing momentum for youth involved in the arts throughout the calendar year.

AYTC has been fundraising for their Relay for Life team. Another fundraiser was held on May 11<sup>th</sup>. This was a ball hockey tournament for atom and peewee aged youth. \$190 was raised from this event. In partnership with Colson Brown youth are also working to raise money to go toward the challenge from Mayor Small in order to ensure his hair is colored purple. Three AYTC members have recorded sound bites at CKDH in support of Relay for Life. AYTC's involvement for Relay for Life meets a policy objective of community involvement as well as raising the profile of community youth. AYTC members will be a visible component of the June 7<sup>th</sup> event as they are serving supper at the Survivors Dinner as well as lending assistance to the events committee to lead activities throughout the nightlong event.

AYTC had planned on volunteering for the spring door to door campaign with the Amherst Food Assistance Network but had to withdraw their assistance as this event held on April 27<sup>th</sup> conflicted with the ARHS band trip to Boston and the majority of the members were out of town.

During the summer months, AYTC will once again be offering assistance to the Amherst Police Department for their second annual Cops 4 Kids program and are looking forward to this partnership once again. AYTC members will also focus on recruiting new members as members: James Gaudet, Daniel Ripley and Peter Woo will all be graduating in June. James and Peter will be attending Dalhousie University in the fall while Daniel will pursue a career in the arts at NSCC.

The next regular meeting will be held on June 4<sup>th</sup>. Members will also be meeting with Susanne Williams, Relay for Life events chair on Monday May 27<sup>th</sup> at 4PM in the Stadium heated room.

**8.4. Community Arts Council Committee**

Councillor March presented the following report on behalf of the Community Arts Council Committee:

The Community Arts Council Committee met on Thursday, May 2<sup>nd</sup> at 6pm in Council Chambers in Amherst Town Hall. The committee received an email letter from Bob Janes representing the Susan Taylor Theatre Foundation stating that the timing of the CACC meeting was not convenient for various reasons. They have offered to contact the Arts Council and others to extend an invitation to attend a tour and information session in September at the Susan Taylor Theatre.

There was discussion about the book "Rise of The Creative Class" by Richard Florida and the fact the action items in the Arts, Culture and Heritage Strategy need to move forward.

A method for Public Service Announcements was brought forward to help the CACC promote events in the community and the lack of attendance by certain members of the committee was also discussed. The meeting was attended by around 15 members of the public including some first time attendees which was very encouraging.

**8.5. Downtown Business Advisory Committee**

Deputy Mayor Baker 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 May 7<sup>th</sup>. During the last meeting of the Downtown Business Advisory Committee, Jason MacDonald and Andrew Fisher were in attendance to present on the Land Use Bylaw amendment currently under the consideration of council. Jason and Andrew explained to committee members what the bylaw amendment would mean to Amherst business owners as well as answered any questions. The Downtown Business Advisory Committee made a motion to ask Council to consider approving the Land Use By-law Amendment – government office uses, as presented. The motion was passed by the majority of committee members in attendance.

A short presentation was also given my committee chair, Mark Casey as to the main points and areas of concern in relation to Amherst business owners. The committee had a discussion around the concerns, opportunities, and perceived threats related to passing the bylaw amendment. They looked at the potential of making a change to the bylaw that would provide a level of protection for businesses however, still address potential concerns for businesses outside of the downtown core. Brief monthly reports were given by each sub-committee as to the activity taking place in each group with no outstanding issues being identified.

## 9. EXTERNAL COMMITTEE REPORTS

### 9.1. Cumberland YMCA

Councillor Bird presented the following report on behalf of the Cumberland YMCA:

New By-laws were approved by the Cumberland YMCA Board to go before the membership for adoption at the June AGM, which will be held on June 18 from 6:30 to 8:00 PM. All are welcome to attend to hear about the Y's past year.

Phase 3 of the renovation project is on time and on budget so far. The ladies locker room is nearly finished; the men's locker room will be started early next week.

Membership continues to hover at just under 1,000 members. This is later in the year than last year for the membership numbers to remain this high.

The Town of Amherst Summer Swim Program registration will begin at the Community Fair.

### 9.2. Cumberland Joint Services Management Authority

Councillor Balcom presented the following report on behalf of the CJSMA:

The monthly meeting of CJSMA was held at the Amherst Town Hall on May 16, 2013.

A number of issues were discussed. Accountant David Scott reported that the anticipated budget shortfall for the 2012 operating year has been kept to less than \$10,000. This is a result of salaries being less than anticipated, stronger recycling sales and an unexpected increase in C & D activity.

A presentation on Human Resource issues as they related to the Committee was made by consultant, Pat Hartling

### 9.3. Northern Region Solid Waste Committee

Deputy Mayor Baker presented the following report on behalf of the Northern Region Solid Waste Committee:

On Thursday May 16, 2013 the Northern Region Solid Waste Committee met in Elmsdale. Items discussed were as follows:

- A presentation by Don MacQueen displaying results of the "Data Call" information that has been collected. This information is collected by the Nova Scotia Department of Environment from both private and public landfill sites throughout the province and details such items as Construction and Demolition totals, compost and other waste streams.
- The Nova Scotia Waste Resource Regulation was discussed, as well as the Clean Across Nova Scotia program. It should be noted that Amherst participated in the program and collected over 160 bags of garbage. Work was completed by the 4 H club and the Boy Scouts as well as numerous volunteers.

The next meeting of this Committee will be in Cumberland County.

### 9.4. L. A. Animal Shelter

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

A special event was held at the L. A. Animal Shelter on April 20<sup>th</sup> to celebrate April as being Prevention of Animal Cruelty Month. Various talks and demonstrations were presented on how members of the public as well as animal owners can show support in keeping animals safe.

CBDC held a BBQ on May 8<sup>th</sup> for the Shelter and the Westmorland Animal Hospital in Sackville held a Family Day with a percentage of all sales going to the Shelter.

A Motorcycle Run was held on May 25<sup>th</sup> with monetary donations and gifts of animal food being donated to the Shelter. The Shelter sincerely appreciates all groups which choose them as their charity of choice.

June is being declared as Animal Awareness Month by the Shelter, and it will begin with an Open House on June 1<sup>st</sup> to celebrate the incorporation of the Lillian Allbon Cumberland County Animal Shelter in 1987.

On June 22, the Shelter will sponsor an Animal Awareness Expo to be held at the Lions Den in Amherst. Vendors providing any and all services for animals will be invited to set up tables and showcase their products as well as a children's pet show-and-tell and an awareness booth providing information on all types of animal safety and wellbeing. The public is encouraged to attend.

# 0168

## 10. ADJOURNMENT

On motion by Councillor Rhindress, the meeting adjourned at 8:10 PM

---

Gregory D. Herrett, CA  
Town Clerk and CAO

---

Robert Small  
Mayor

