

Regular Council Meeting

Minutes

Date of Meeting: Monday, October 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

1. CALL TO ORDER

2. O'CANADA

3. MOMENT OF SILENCE IN HONOUR OF ROY MALTBY

4. APPROVAL OF AGENDA/MINUTES

4.1. Approval of the Agenda

Moved By: Deputy Mayor George Baker
 Seconded By: Councillor David March
 To approve the October 28, 2013 regular council agenda.

Motion Carried

4.2. Approval of Minutes - September 23, 2013 Regular Council

Moved By: Councillor Terry Rhindress
 Seconded By: Councillor Frank Balcom
 to approve the minutes of the September 23, 2013 regular council meeting.

Motion Carried

5. REQUESTS FOR DECISION

5.1. Regional Emergency Management Bylaw

Moved By: Councillor David March
 Seconded By: Deputy Mayor George Baker
 That Council approve second reading of the Regional Emergency Management Bylaw.

Motion Carried

REGIONAL EMERGENCY MANAGEMENT BY-LAW

A By-law to Provide for a Prompt and Coordinated Response to a Local Emergency

The Council of the Town of Amherst under the authority vested in it by the Municipal Government Act, R.S.N.s. 1999, and the *Emergency Act*, R.S.N.S. 1990, C.9, s. 10, enacts as follows:

SHORT TITLE

1. This By-law may be cited as the "Regional Emergency By-law."
2. In this By-law,
 - a. "Act" means the *Emergency Act, R.S.N.S. 1990, c.8*;
 - b. "Agreement" means the inter-municipal emergency services agreement among the Municipality of the County of Cumberland, the Town of Amherst, the Town of Springhill, the Town of Parrsboro and the Town of Oxford, pursuant to Section 10(2) of the Act, dated July 31, 1990 and as amended from time to time.
 - c. "Council" means the Council of the Town of Amherst.
 - d. "Councils" means the councils of the Municipality of the County of Cumberland, the Town of Amherst, the Town of Springhill, the Town of Parrsboro and the Town of Oxford.
 - e. "Councillor" means a member of the Council.
 - f. "Director" means the Executive Director of the Nova Scotia Emergency Organization.
 - g. "Emergency" means a present or imminent event which requires the prompt co-ordination of action or regulation of persons or property to be undertaken to protect property or the health, safety or welfare of people.
 - h. "Minister" means the member of the Executive Council to whom is assigned the administration of the Act and Regulations;
 - i. "Emergency Plans" means plans, programs or procedures prepared by the Regional Emergency Organization (REO) that are intended to mitigate the effects of an emergency or disaster and to provide for the safety, health or welfare of the civil population and the protection of property in the event of such an occurrence.
 - j. "Regional Unified Command Group (RUCG) means the group established by the Agreement to plan for and be responsible for the executive direction and management of emergency activities.
 - k. "Regional Emergency Co-ordinator" (REC) means the person appointed to serve as the staff person in accordance with the Agreement.
 - l. "Regional Emergency Organization" (REO) means the Organization established as per the Agreement.
 - m. "Regional Emergency Planning Committee" (REPC) means the Committee responsible to recommend policy to the Regional Unified Command Group.
 - n. "State of Emergency Regulations" means regulations approved by the Governor in Council by Order in Council 92-61, Regulation 17/92, as amended from time to time.
 - o. "State of Local Emergency" means a state of local emergency declared by the Council of a participating municipality pursuant to the Act or by a Mayor or Warden in the event Council cannot be assembled in a timely manner or renewed pursuant to the Act and Regulations made pursuant thereto and this By-law.

REGIONAL EMERGENCY ORGANIZATION

3. The Council hereby agrees to the establishment of a Regional Emergency Organization in accordance with the Agreement.
4. The Regional Emergency Organization shall consist of the following persons and Committees:
 - a. A Regional Unified Command Group
 - b. A Regional Emergency Coordinator; and
 - c. A Regional Emergency Planning Committee

REGIONAL UNIFIED COMMAND GROUP

5. Council shall appoint the senior elected municipal official, and a suitable alternate, to the Regional Unified Command Group in accordance with the Agreement for such term as the Agreement provides.
6. The Regional Unified Command Group shall
 - a. be responsible for directing and overseeing the development of the regional emergency measures plan;
 - b. brief Council(s) on the development of these plans;
 - c. recommend the declaration of a State of Local Emergency to the Council(s) of participating municipalities as required or in the event such Council(s) cannot be assembled in a timely manner the senior elected official of the affected municipality(s) or any senior elected member of the Unified Command Group may declare such a state in accordance with the Act;
 - d. be responsible for the Executive direction and management of emergency activities during a State of Local Emergency;

- e. with the approval for the Minister, recommend the renewal of a State of Local Emergency;
- f. brief Council(s) on developments during a State of Local Emergency;
- g. recommend the termination of a State of Local Emergency;
- h. ensure a copy of any signed declaration of a state of local emergency is delivered to the Minister and the Director;.

REGIONAL EMERGENCY COORDINATOR

- 7. The Regional Emergency Coordinator shall be appointed in accordance with the Agreement.
- 8. The Regional Emergency Coordinator shall be paid for work incurred under this By-law in accordance with the Agreement.
- 9. The Regional Emergency Coordinator shall:
 - a. chair the Regional Emergency Planning Committee;
 - b. coordinate and prepare regional emergency measures plans;
 - c. following the declaration of a State of Local Emergency, prescribe necessary duties to be fulfilled by employees, servants and agents of the Municipalities;
 - d. perform such duties as may be required by the Unified Command Group or as provided for in the Agreement.

REGIONAL EMERGENCY PLANNING COMMITTEE

- 10. Each party shall appoint an appropriate local municipal emergency management coordinating representative to the Regional Emergency Planning Committee as the Agreement provides.
- 11. Each party shall appoint an appropriate local municipal emergency management coordinating representative to the Regional Emergency Planning Committee as the Agreement provides.
- 12. The provision of appropriate representatives and their alternates to the REMPC will be coordinated by the REMC. The Regional Emergency Planning committee shall include, but not be limited to, persons responsible during an emergency to provide:
 - i. community services;
 - ii. law enforcement
 - iii. fire-control;
 - iv. engineering services;
 - v. health services;
 - vi. public information;
 - vii. transportation;
 - viii. communications;
 - ix. hospital
 - x. utilities;
 - xi. financial services;
 - xii. legal services

- 13. The Regional Emergency Planning Committee shall:
 - a. assist the Regional Emergency Coordinator in the preparation and co-ordination of regional emergency measures plans;
 - b. advise the Unified Command Group as required on the development of regional emergency measures plans;
 - c. upon request, assist the Regional Unified Command Group in the briefing of Councils on the development of regional emergency plans;
 - d. assume Incident Command System (ICS) duties within any Regional Emergency Operations Centre (EOC) that might be established in response to an emergency requirement in the region.

AGREEMENTS

- 14. The Council hereby agrees that the Regional Unified Command Group may enter into agreements with the Government of Canada, the Province of Nova Scotia, a municipality, city or town, or any other agency or any person. In the event any such agreement may involve financial costs the agreement will require ratification by all participating REO Municipalities.
- 15. The Council may appropriate and expend monies:
 - a. to pay reasonable expenses of members of the Regional Unified Command Group, the Regional Emergency Coordinator and the Regional Emergency Planning Committee; and
 - b. to fulfill the terms and conditions of any agreements as per Section 14.

DUTIES DURING A STATE OF LOCAL EMERGENCY

16. Following the issuance of a declaration under Section 6, and for the duration of the State of Local Emergency:

- a. every Councillor shall keep the Mayor posted respecting their whereabouts;
- b. every employee, servant and agent of the Municipality who has a key role to play in such emergencies as identified in the regional emergency measures plans shall:
 - .i advise the Regional Emergency Coordinator of their whereabouts; and
 - .ii fulfil such duties as may be prescribed by the Regional Emergency Coordinator.

REPEAL

17. Amherst Emergency Measures By-Law, C-8, adopted by Council on February 16, 2004 and approved by the Minister, Emergency Management Office (NS), and amended by Council on September 29, 2008 and approved by the Minister, Emergency Management Office (NS) on October 29, 2008, is hereby repealed.

5.2. Amend Salary Administration Policy - Recreation Manager Position

Moved By: Councillor Frank Balcom

Seconded By: Councillor Lisa Emery

That Council approve an amendment to the Salary Administration Policy #04530-01 by revising Appendix B to include a new position of Manager of Recreation and Culture.

Motion Carried

SALARY ADMINISTRATION POLICY

NUMBER 04530-01

Job Classifications

APPENDIX B

Level 11	Director of Corporate Services Director - Community & Economic Development Director of Planning & Development Director of Transportation & Public Works Director of Emergency and Property Services
Level 10	Operations Manager Manager of Recreation and Culture
Level 9	Vacant
Level 8	Engineering Services Manager Planner Senior Building Official Information Systems Manager
Level 7	Community Program Director Transportation Foreman Accountant
Level 6	Executive Assistant - Executive Office Policy, Research and Human Resources Coordinator Firefighter/Inspector Business Development Officer Geographic Information Systems Technician Unsanitary Premises Administrator/Building Official 1 Procurement Coordinator
Level 5	Firefighters Executive Assistant Physical Activity Coordinator Revenue Officer Maintenance Supervisor - Recreation Facilities Payroll Officer
Level 4	Transportation & Public Works Clerk/Secretary Accounts Payable Clerk Water/Sewer Billing Clerk Arts, Culture and Heritage Coordinator Cashier/Receptionist - Corporate Services Marketing and Communications Officer – Term position
Level 3	Technology Assistant Dispatcher By-law Enforcement Officer Custodian – Town Hall
Level 2	Vacant
Level 1	Vacant

5.3. Amend Street Naming Policy

Moved By: Councillor Lisa Emery
Seconded By: Councillor Terry Rhindress
That Council approve an amendment to the Street Naming Policy, #31600-23 by including the List of Approved Street Names in the Policy and by adding "Maltby" to the List of Approved Street Names in honour of the late Roy Maltby.

Motion Carried

STREET NAMING POLICY

NUMBER 31600-23

PURPOSE

To establish a policy for the naming of streets within the Town. A clearly defined street naming policy is required in order to:

- a) Ensure any potential difficulties and delays for emergency vehicles are avoided;
- b) Enable visitors to find their way around Town efficiently and in a pleasant manner;
- c) Enable businesses and service providers within the Town to carry out their business efficiently.

POLICY STATEMENT

It shall be the policy of the Amherst Town Council that all new streets shall be named, or existing streets re-named, according to the following criteria. The three principals which guide the street naming procedures:

- i) Avoid Duplication – there should be no duplication of street names, including street names differentiated by a suffix.
- ii) Avoid Confusion – street names that sound similar should be avoided.
- iii) Establish Continuity – streets running in one compass direction should have one name for the entire length.

SUGGESTED STREET NAME LIST

Street Name	Background
Logan	Senator Hance James Logan
Hewson	Dr. Charles Wentworth Upham Hewson
Black	Percy Chapman Black (MLA)
Cameron	Fred S. Cameron (Runner, Boston Marathon Winner)
Ketchum	Henry G. C. Ketchum (Ship Railway)
Curry	Nathaniel Curry (President of Rhodes Curry and Company Ltd.)
Cox	Ester Cox Ghost Story
Hillcoat	Hillcoat Pianos
Page	Amos Page, Silversmith
White	Shermie White, Hockey – New York Rangers
Lake View	View from new Hotel at Exit 4
Jackson	Stanton Jackson, Hockey – Toronto Maple Leafs
Riley	Hockey and Music (family)
Maltby	Frederick Roy Maltby, Hockey and Community

5.4. Rescind Grants Policies

Moved By: Councillor Terry Rhindress
Seconded By: Councillor David March
That Council rescind the following policies: 72999-03 Grants to Organizations, and 72000-07 Festivals and Events, which have been replaced by a new policy, 72000-09 Community Support Grants, approved on September 23, 2013.

Motion Carried

5.5. Boylston Avenue Extension

Moved By: Deputy Mayor George Baker
Seconded By: Councillor David March
That Council declare the property known as Boylston Avenue Extension as surplus to Town needs.

Motion Carried

**Moved By: Deputy Mayor George Baker
Seconded By: Councillor Frank Balcom
That Council approve entering into Agreements of Purchase and Sale for the surplus property known as Boylston Avenue Extension with the two adjacent property owners, Phillip and Debra Adams at 149 Spring Street in the amount of \$2,142 plus HST and George Maston at 151 Spring Street in the amount of \$2,484 plus HST, and authorize the Mayor and CAO to sign the Agreements on behalf of the Town.**

Motion Carried

THIS AGREEMENT OF PURCHASE AND SALE made this _____ day of _____ 2013

BETWEEN:

TOWN OF AMHERST, a municipality pursuant to the Municipal Government Act (Nova Scotia), herein called the "Vendor", of the First Part;

AND:

PHILLIP ADAMS AND DEBRA ADAMS, of 149 Spring Street, Amherst, Nova Scotia, herein called the "Purchaser", of the Second Part.

WITNESSETH THAT, subject to the terms, covenants and conditions herein expressed and contained, the Parties hereto covenant and agree as hereinafter set forth:

1. The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor, Parcel B, a portion of the property identified as PID 25340357 on the survey completed by Michael J. Gould, dated August 8, 2013 and attached to this agreement as Schedule A (the "Property"), Amherst.

2. The purchase price for the Property shall be Two Thousand, One Hundred and Forty-two (\$2,142.00) Dollars (the "Purchase Price"), plus HST, in Canadian money payable as follows:

- (a) a deposit in the amount of \$100.00 to be paid to and held by the Vendor's solicitor in trust, upon the execution of this Agreement;
- (b) the balance subject to adjustments for real property taxes and rental, if any, upon the closing of this transaction.

The purchase price shall be paid by solicitor's trust cheque or bank draft payable to the Vendor's solicitor, "in trust".

3. The closing date shall be on or before December 6, 2013 or such earlier date as the parties hereto may agree in writing.

4. The Purchaser's solicitor, at the Purchaser's expense, shall register the Property pursuant to Land Registration Act (Nova Scotia) prior to the closing date and the Vendor shall cooperate with the Purchaser's solicitor in completing the land registration.

5. The Parcel shall be consolidated with the Purchasers property located at 151 Spring Street and identified as PID 25006636, at the purchaser's expense.

6. The Vendor hereby warrants and covenants to and with the Purchaser as follows:

- (a) The Vendor has a good and recorded marketable title in fee simple to the Property, free from all encumbrances, except those which will be discharged at the time of closing;
- (b) No person, firm or corporation now has or at time of closing will have any agreement or option or right capable of becoming an agreement for the purchase of the Property;
- (c) to the best of the Vendor's knowledge and belief, no dangerous or hazardous substances or materials have been at any time placed or stored upon the Property nor will such substances or material be placed or stored upon the Property from the date hereof to the time of closing;
- (d) The Vendor is not now and will not be at the time of closing a non-resident of Canada within the meaning and purposes of the Income Tax Act (Canada);

7. All covenants, agreements, representations and warranties for the benefit of the Purchaser contained in this Agreement shall be deemed to have been relied upon by the Purchaser notwithstanding any investigation made by or on behalf of the Purchaser with respect thereto and shall survive the closing of the purchase and sale of the Property and the payment of the purchase price therefore and shall remain in full force and effect for the benefit of the Purchaser.

8. Until closing, the Purchaser may examine title at its own expense. If within that time, any valid objection to the title is made in writing by the Purchaser to the Vendor which the Vendor shall be unable or unwilling to remove within ten (10) days, (or any other mutually agreed period), and which objection the Purchaser will not waive, this agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and the deposit shall be returned forthwith by the Vendor immediately, without interest.
9. In the event that the Purchaser defaults in its obligations hereunder, the deposit, shall be forfeited to the Vendor as liquidated damages and not as a penalty and the Vendor shall have no other claim against the Purchaser.
10. The Purchaser may have surveyors enter upon the Property for the purpose of making such legal, topographical and other surveys as the Purchaser reasonably deems necessary.
11. At the time of closing the Vendor shall deliver to the Purchaser:
- (a) a deed in registerable form conveying to the Purchaser good and recorded marketable title to the Property free and clear from all encumbrances;
 - (b) vacant possession of the Property.
12. Documents necessary to transfer title shall be prepared by the Vendor's solicitor in form satisfactory to the Purchaser's solicitor, acting reasonably.
13. Time shall be of the essence of this Agreement.
14. There are no representations, warranties, collateral agreements or conditions relating to the Property except as specified herein.
15. Tender of documents or money may be tendered to the solicitor of the Vendor or Purchaser, as the case may be and money tendered shall be by certified cheque, bank draft or solicitor's trust cheque.
16. This agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

THIS AGREEMENT OF PURCHASE AND SALE made this _____ day of _____ 2013

BETWEEN: TOWN OF AMHERST, a municipality pursuant to the Municipal Government Act (Nova Scotia), herein called the "Vendor", of the First Part;

AND: GEORGE MASTON, of 151 Spring Street, Amherst, Nova Scotia, herein called the "Purchaser", of the Second Part.

WITNESSETH THAT, subject to the terms, covenants and conditions herein expressed and contained, the Parties hereto covenant and agree as hereinafter set forth:

1. The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor Parcel A, a portion of the property identified as PID 25340357 on the survey completed by Michael J. Gould, dated August 8, 2013 and attached to this agreement as Schedule A (the "Property"), Amherst.
2. The purchase price for the Property shall be Two Thousand, Four Hundred and Fifty Four (\$2,454.00) Dollars (the "Purchase Price"), plus HST, in Canadian money payable as follows:
 - (a) a deposit in the amount of \$100.00 to be paid to and held by the Vendor's solicitor in trust, upon the execution of this Agreement;
 - (b) the balance subject to adjustments for real property taxes and rental, if any, upon the closing of this transaction.

The purchase price shall be paid by solicitor's trust cheque or bank draft payable to the Vendor's solicitor, "in trust".

3. The closing date shall be on or before December 6, 2013 or such earlier date as the parties hereto may agree in writing.
4. The Purchaser's solicitor, at the Purchaser's expense, shall register the Property pursuant to Land Registration Act (Nova Scotia) prior to the closing date and the Vendor shall cooperate with the Purchaser's solicitor in completing the land registration.
5. The Parcel shall be consolidated with the Purchasers property located at 151 Spring Street and identified as PID 25032467, at the purchaser's expense.
6. The Vendor hereby warrants and covenants to and with the Purchaser as follows:
 - (a) The Vendor has a good and recorded marketable title in fee simple to the Property, free from all encumbrances, except those which will be discharged at the time of closing;
 - (b) No person, firm or corporation now has or at time of closing will have any agreement or option or right capable of becoming an agreement for the purchase of the Property;
 - (c) to the best of the Vendor's knowledge and belief, no dangerous or hazardous substances or materials have been at any time placed or stored upon the Property nor will such substances or material be placed or stored upon the Property from the date hereof to the time of closing;
 - (d) The Vendor is not now and will not be at the time of closing a non-resident of Canada within the meaning and purposes of the Income Tax Act (Canada);
7. All covenants, agreements, representations and warranties for the benefit of the Purchaser contained in this Agreement shall be deemed to have been relied upon by the Purchaser notwithstanding any investigation made by or on behalf of the Purchaser with respect thereto and shall survive the closing of the purchase and sale of the Property and the payment of the purchase price therefore and shall remain in full force and effect for the benefit of the Purchaser.
8. Until closing, the Purchaser may examine title at its own expense. If within that time, any valid objection to the title is made in writing by the Purchaser to the Vendor which the Vendor shall be unable or unwilling to remove within ten (10) days, (or any other mutually agreed period), and which objection the Purchaser will not waive, this agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and the deposit shall be returned forthwith by the Vendor immediately, without interest.
9. In the event that the Purchaser defaults in its obligations hereunder, the deposit, shall be forfeited to the Vendor as liquidated damages and not as a penalty and the Vendor shall have no other claim against the Purchaser.
10. The Purchaser may have surveyors enter upon the Property for the purpose of making such legal, topographical and other surveys as the Purchaser reasonably deems necessary.
11. At the time of closing the Vendor shall deliver to the Purchaser:
 - (a) a deed in registerable form conveying to the Purchaser good and recorded marketable title to the Property free and clear from all encumbrances;
 - (b) vacant possession of the Property.
12. Documents necessary to transfer title shall be prepared by the Vendor's solicitor in form satisfactory to the Purchaser's solicitor, acting reasonably.
13. Time shall be of the essence of this Agreement.
14. There are no representations, warranties, collateral agreements or conditions relating to the Property except as specified herein.
15. Tender of documents or money may be tendered to the solicitor of the Vendor or Purchaser, as the case may be and money tendered shall be by certified cheque, bank draft or solicitor's trust cheque.
16. This agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

5.6. Office of Deputy Mayor

Councillors George Baker, Terry Rhindress and Lisa Emery submitted their names as candidates for the Office of Deputy Mayor. The CAO distributed ballots for voting by all members of Council and tabulated the results. As a result, Mayor Small declared Councillor Lisa Emery as the Deputy Mayor for the period of November 1, 2013 to October 31, 2014. He congratulated Councillor Emery and extended appreciation to the outgoing Deputy Mayor, George Baker.

5.7 Council Committee Appointments

Moved by: Councillor Terry Rhindress

Seconded by: Councillor Dave March

That Council approves the following committee appointments for terms ending October 31, 2014:

Mayor Rob Small

- **Regional Emergency Management Advisory Committee**

Councillor George Baker

- **Amherst Board of Police Commissioners**
- **Downtown Business Advisory Committee**
- **Northern Region Solid Waste Committee**
- **Unightly Premises**
- **Victorian Order of Nurses Board**

Councillor Frank Balcom

- **Amherst Board of Police Commissioners**
- **Amherst Youth Town Council**
- **Cumberland Public Libraries Board**
- **LA Animal Shelter Board**
- **Dangerous and Unightly Premises Committee**
- **Tyndal Wellfield Advisory Committee**

Councillor Robert Bird

- **Community Arts Council Committee**
- **CJSMA**
- **YMCA Board**

Councillor Lisa Emery

- **Amherst Board of Police Commissioners**
- **Regional Emergency Management Committee**
- **Planning Advisory Committee**
- **Tyndal Wellfield Advisory Committee**
- **Dangerous and Unightly Premises Committee**

Councillor Dave March

- **Community Arts Council Committee**
- **Downtown Business Advisory Committee**
- **Planning Advisory Committee**

Councillor Terry Rhindress

- **CJSMA**
- **Planning Advisory Committee**
- **Tyndal Wellfield Advisory Committee**

And further, that all members of Council be appointed to the Committee of the Whole of Amherst Town Council, the Town of Amherst Audit Committee and the Amherst 125 Committee.

5.8. Appointments to Amherst 125 Committee (Citizens)

Councillor Terry Rhindress declared a potential conflict and excused himself from the Council table for the discussion and decision on this issue.

Moved By: Councillor David March
 Seconded By: Councillor Lisa Emery
 That Council approve the Terms of Reference for the Amherst 125 Committee and appoint the following community members to that Committee, effective immediately: Gladys Coish, Jerry Randall, Charles Rhindress and Kim Ripley.

Motion Carried

Amherst 125 Committee - Terms of Reference

- To be chaired by the Mayor with the Deputy Mayor acting as vice chair.
- Total membership of 11 to include all of Amherst Town Council and four members from the community at large.
- The Committee would be the conduit to the community for encouraging activities and events in support to the Amherst 125 Celebrations.
- The Marketing and Communications Officer would provide operational support to the Committee on activities and events related to the Amherst 125 celebration.
- The Committee would call for an expression of interest/proposal for events and then review the proposals for potential funding from the Town.

5.9. CRDA Board

Moved By: Councillor Robert Bird
 Seconded By: Councillor Frank Balcom

WHEREAS the Cumberland Regional Development Authority (CRDA) has had a number of Board Member resignations and term of office expirations; and

WHEREAS the CRDA wind down of operations is incomplete and the CRDA has no staff resources to facilitate the wind down process; and

WHEREAS the financial liabilities of the CRDA exceed the financial assets by a significant amount; and

WHEREAS the Minister of Economic, Rural Development, Tourism and the Province of Nova Scotia have authority and responsibility over the creations, dissolution, assets and obligations of RDA's pursuant to the Community Rural Development Authorities Act;

BE IT RESOLVED THAT the Town of Amherst rescind its Board member appointments to the Cumberland Regional Development Authority; and

THAT the Town of Amherst cease all participation in the ongoing operations and the wind down of the Cumberland Regional Development Authority and advise the Nova Scotia Department of Economic, Rural Development and Tourism that it is their responsibility for the wind down and obligations of the CRDA.

Motion Carried

5.10. Blueberry Harvest Festival Reserve Transfer

Moved By: Councillor David March
 Seconded By: Deputy Mayor George Baker

That Council authorize the allocation of the \$9,095 surplus from the Blueberry Harvest Festival to Operating Reserves for the purpose of future events in the Town.

Motion Carried

5.11. Maccan Water Line Extension, Memorandum Of Understanding

Moved By: Councillor Lisa Emery
 Seconded By: Councillor Terry Rhindress

That Council approve entering into the Memorandum of Understanding between the Amherst Water Utility and the Municipality of the County of Cumberland to extend domestic water to Maccan, and authorize the CAO to sign the document on behalf of the Amherst Water Utility.

Motion Carried

**MACCAN DOMESTIC WATER SUPPLY SYSTEM
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made this day of October, 2013 between:

The Municipality of the County of Cumberland, a municipal body corporate, (the “Municipality”)

-and-

The Amherst Water Utility, a Public Utility pursuant to the Public Utilities Act, (the “Utility”)

WHEREAS the Municipality wishes to provide a safe, high-quality water supply for the residents of the Community of Maccan, as well as those residing along Highway 302 between the Communities of Nappan and Maccan;

AND WHEREAS the Municipality intends to pay the full cost of installing the necessary infrastructure to provide the water supply, in part through its own funds and in part through a Local Improvement Charge;

AND WHEREAS the Utility owns and operates a 200 mm domestic water supply line extending to Nappan that is capable of supporting the proposed new infrastructure;

AND WHEREAS the utility is willing to manage the construction of the proposed new infrastructure, accept ownership of the properly constructed line once completed, and operate the expanded water supply system as part of the Amherst Water Utility;

NOW THEREFORE in consideration of the mutual undertakings and agreements set out herein, the Municipality and the Utility agree as follows:

(1) The Municipality and the Utility hereby agree to work together to extend the existing 200 mm domestic water supply line southerly from the Federal Agricultural Research Station in Nappan along highway 302 to the Community of Maccan where a 150 mm distribution system and service laterals will be installed to serve the local residents all as per the preliminary design (option 3) submitted By CBCL Ltd on January 30, 2012;

(2) The Utility will manage the construction of the project in consultation with a project Steering Committee;

(3) The project Steering Committee will include one resident of Maccan, one elected representative of the Municipal Council, two staff from the Municipality along with two staff from the Town of Amherst and one representative of Nova Scotia Environment. The purpose of the steering committee will be keep municipal council informed on construction progress and to make recommendations to the appropriate municipal council where decisions are required on such issues as project budget changes and servicing changes;

(4) The parties will work together during: a) consultant selection b) tendering and c) contract Award and d) project management to ensure the best value available;

(5) The Contract with the Engineering Design Firm and the successful General Contractor will be with the Utility;

(6) All Capital Costs for Engineering design and Construction will be paid by the Utility and reimbursed by the County on a progress claim basis including normal hold backs. Each net progress claim should be sent to the County when received by the Utility to ensure expedient cash flow between the parties to this agreement;

(7) The Utility will consult with Municipal staff regarding approval of change orders and other issues impacting project costs. Weekly project briefings will be provided by the Utility;

(8) Town or Utility staff costs will not be added to the Capital Cost for reimbursement;

(9) The Utility will manage the selection of the Surveyor for the site survey as well as the selection of the Consultant for the final design;

(10) During construction the Utility will manage the progress of construction to ensure their standards are met while insuring best value is achieved. Municipal staff will not be involved in the direct management of this project;

(11) The Municipality will provide the Utility with the local improvement bylaw for the Maccan Water Servicing, which includes a list of those property owners eligible to receive water service from the Utility, and which will be updated from time to time;

(12) All customers will be served by the Amherst Water Utility in accordance with rates, rules and regulations for the Utility as approved from time to time by the Nova Scotia Utility and Review Board. For clarity this means that new water supply customers will be subject to the same rules, regulations and rate structure as existing Amherst Water customers. Customer inquiries regarding water service scheduling will be addressed by the Utility;

In witness whereof the parties have caused this Memorandum of Understanding to be executed by their proper signing authorities the day and year first above written:

The Municipality of the County of Cumberland
Per: _____
Rennie Bugley, CAO

The Amherst Water Utility
Per: _____
Gregory D. Herrett, CAO

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:

The Commission went through a goal/objective list from previous years to determine some of the issues on which it may want to continue discussion; some of these issues were: communications, long term planning, and training for new board members and new council members.

We filled the meeting with teachable moments. The Police Act can be confusing for people trying to make their way through it on their own. We also reviewed where the Commission fit in the appeals process for disciplinary actions.

Acting Chief Naylor and Rebecca will make sure everyone has a policy binder with a copy of the Police Act and a copy of the Town's Policy.

There was a good discussion about the recent NSCPA/NSAPB conference co-hosted by the Amherst and Springhill police departments and RCMP. There was a lot of positive feedback. We all did a great job showcasing the Town of Amherst and the County.

7.2. Amherst Youth Town Council

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

Amherst Youth Town Council (AYTC) underwent a change of leaders in September with Corey Crocker taking responsibility at the staff level. At our first meeting there were a lot of introductions and getting to know the group and discussion about why the group exists and what our goals should be. We are still in the process of outlining our goals and objectives for the entire year.

During the month, applications were collected from people who want to be a part of the AYTC. We have eight members to be re-appointed and we need to fill four positions. Applications will be reviewed, interviews completed and recommendations made in November for new appointments.

During September, the AYTC took part in the book signing event at Town Hall for boxer Chuck "Spider" Jones as a part of the CANSA event and they also attended the CAST Event (Communities Against Suicide Together). The most important part of September for the AYTC was that all members were involved in discussions with Dr. Lena Walker who is responsible for building a Youth Strategy for the Town of Amherst. All members were very vocal and very engaged in the process.

7.3. Downtown Business Advisory Committee

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

DBAC members met last on October 8 in Council Chambers. The Business Recruitment Sub-Committee reported on *Idea Day* which took place on October 11.

The Communications Sub-Committee reported that the majority of new businesses in the downtown have been presented with their certificates. Four new businesses were added to the list and will be presented with their certificate in the coming weeks.

The Marketing Sub-Committee reported that coupon books have arrived and will be distributed mainly to groups coming to town such as: sports tournaments or festivals. These coupon books were an excellent addition to the Fibre Arts bags for festival participants. Various marketing initiatives are being planned that will be ongoing from November to the beginning of December to make downtown Amherst a shopping destination for Christmas. Various initiatives include BOGO (Business Owners, Great Deals), the passport program, and a Christmas Artisan's Market.

The Festivals and Events Sub-committee completed a Powerpoint presentation on the Blueberry Festival, highlighting goals of the sub-committee, sponsors and stakeholders. This sub-committee was also responsible for the planning of the 2nd Annual Downtown Amherst Street Party which was held on Friday, October 11. This event was well attended and well received by Amherst residents.

DBAC member Beth Clinton, Chief Librarian of Cumberland Public Libraries, announced her resignation from the committee October 11. Beth will be relocating to PEI where she will be returning to school.

The next DBAC meeting is scheduled for Tuesday, November 5, 2013 at 5:00 PM in Council Chambers.

7.4. Dangerous and Unsightly Premises Committee

Deputy Mayor Baker presented the following report on behalf of the Dangerous and Unsightly Premises Committee:

The Dangerous and Unsightly Premises Committee held a public meeting on Wednesday, October 2, 2013. The purpose of this meeting was to address the recommendations of the Dangerous and Unsightly Premises Administrator, Trevor Eisnor, to demolish the dwelling buildings on 27 Crescent Avenue, 35 Albion Street, 42 York Street and 23 ½ West Pleasant Street. Prior to the above recommendations being addressed, the committee members present elected Councillor Lisa Emery as Committee Chair and Councillor Frank Balcom as Co-Chair.

27 Crescent Ave:

The Committee granted the owners request for a 30 day extension, with conditions.

35 Albion Street:

The Committee granted the owners request for a 45 day extension, with conditions.

42 York Street:

The Committee instructed the Administrator to arrange to have the dwelling demolished within 30 days.

23 ½ West Pleasant Street:

The Committee granted a 30 day extension, with conditions.

8. EXTERNAL COMMITTEE REPORTS

8.1. Cumberland Public Libraries

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

Did You Know?

You can use Ancestry at all of the Cumberland Public Libraries. Ancestry provides access to thousands of genealogy documents including birth, marriage, and death records, immigration records, census records, voting lists, and much, much more.

Statistics

In July and August, Cumberland Public Libraries signed out over 26,000 items! That's a lot of books, movies, TV shows, magazines, and more! It's about 16 items for every hour one of the libraries in the County was open. Also our computers were in use for almost 1,400 hours, providing free computer use and access to the Internet from our 7 libraries.

Community Classes

Fall Community Classes start on October 21st and run for five weeks (with no classes on November 11th). These classes are absolutely free and open to everyone but registration is limited. In Amherst the classes will be Basic Drawing, Writing for Everyone, and Rug Hooking for Dummies. This time we'll also be offering classes at the Springhill Library – Beginner Guitar, Learn to Crochet, and Beginner Fly-Tying. Call the library to register or for more information.

Find out what's going on

Check out the library's webpage (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. Cumberland Joint Services Management Authority

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

At the October 17, 2013 CJSMA board meeting there was a policy change with respect to voting. In summary, the revision eliminates the need for a quorum; voting will be by simple majority of the elected officials in attendance. This interim policy change has been recommended and approved to ensure that implementation of the organizational review is not delayed by meetings lost due to lack of a quorum.

8.3. L. A. Animal Shelter

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

The Shelter's animal numbers have remained at full capacity since early summer. Presently, eleven dogs are calling the Shelter 'home' with another eight in foster care. As usual, thirty plus cats and kittens are being cared for, as well as a large number in foster care.

The Amherst Veterinary Clinic will be holding an Open House on November 2nd and have invited some of the L. A. Animal Shelter residents to come and share in on the activities for the day.

If you are on facebook you can help the Shelter be the recipient of \$1,000 just by liking Amherst Tantramar Chevrolet Buick GMC Ltd. Please tell everyone you know to share and like. (The goal has currently been halfway met.)

Feel free to drop out and visit the Shelter. Your interest and help are greatly appreciated.

9. ADJOURNMENT

Prior to the adjournment, Councillor Rhindress took a moment to inform everyone of the schedule for the Town's Victorian Christmas celebrations; the Light Up will be the evening of Friday, November 22 and Parade will be Saturday, November 23; the theme for the parade will be "Christmas Morning."

Mayor Small took the opportunity to say that this month's Small Business Week had a very positive message for Amherst; the downtown is full, and one couldn't say that four years ago. It is an indication that people have confidence in the town. Another store has just opened on South Albion Street, Bordertown Flowers and Frills; gain a positive message. Seeing business expand with the purchase of properties again, is positive. He extended congratulations to NSCC Cumberland Campus, which just celebrated its 50th anniversary, and talked about their efforts to meet the needs of local industry. He congratulated the Amherst and Area Chamber of Commerce did an outstanding job organizing Small Business Week; members of Council participated on panels and activities.

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

Gregory D. Herrett, CA
Town Clerk and CAO

Robert Small
Mayor