

**Minutes of a Regular Meeting of Amherst Town Council
Held in Council Chambers
Tuesday, May 24, 2005 at 7:00 P.M.**

PRESENT: Mayor Jerry Hallee
Deputy Mayor David March
Councillor Robert Angel
Councillor George Baker
Councillor Ed Chitty
Councillor Dale Fawthrop
Councillor Terry Rhindress
Ed Childs, Town Manager
Gregory Herrett, Treasurer
Rebecca Purdy, Executive Assistant

1. **O'CANADA**
2. **DELEGATIONS/PETITIONS/PRESENTATIONS**
3. **CALL TO ORDER**
4. **BUSINESS ITEMS**

1. **Additions to the Agenda**

Moved by Councillor Chitty, seconded by Councillor Angel to add *Request for Water, Willow Brook Park Subdivision* as Agenda Item 5. 1.

MOTION CARRIED

2. **Approval of the Agenda**

Moved by Councillor Rhindress, seconded by Councillor Fawthrop that the Agenda be adopted as amended.

MOTION CARRIED

3. **Approval of Minutes**

i) Moved by Councillor Baker, seconded by Councillor Chitty that the Minutes of the April 25, 2005 Regular Meeting be approved as circulated.

MOTION CARRIED

ii) Moved by Councillor Baker, seconded by Councillor Rhindress that the Minutes of the May 10, 2005 Special Meeting be approved as circulated.

MOTION CARRIED

4. **Second Reading, By-Law to Repeal Minimum Housing Standards By-Law**

Moved by Councillor Baker, seconded by Deputy Mayor March that Council approve Second Reading and enactment of the By-Law to Repeal Old Minimum Housing and Minimum Maintenance Standards By-Law, D-7(A).

MOTION CARRIED

TOWN OF AMHERST
REPEAL BY-LAW

The purpose of this by-law is to repeal the Minimum Housing and Maintenance Standards By-Law, D-7, dated January 18, 1977, which was replaced by the Minimum Standards for Residential Occupancy By-Law, P-4, on January 24, 2005.

5. Second Reading, Encroachment By-Law

Moved by Councillor Chitty, seconded by Councillor Baker that Council approve Second Reading and Enactment of the new By-Law Respecting Encroachments Upon Public Streets, Number D-22.

MOTION CARRIED

**TOWN OF AMHERST
BY-LAW RESPECTING ENCROACHMENTS UPON PUBLIC STREETS**

1. Number and Short Title

This bylaw shall be known as By-law D-22 and may be cited as the "Street Encroachment By-law".

2. Definitions

1. In this bylaw:

- (a) "Council" means the Council of the Town of Amherst;
- (b) "Encroachment" means the use of any portion of the street and includes the airspace over such street and any area beneath the surface of the street;
- (c) "Engineer" means the Engineer for the Town of Amherst and includes a person acting under the supervision and direction of the Engineer;
- (d) "Facility" means any pole, pole lines (including braces and anchors), aerial cables, manholes, conduits, underground cables, pipes for the carriage of gas or liquids, and associated apparatus for the provisions of services, including amplifiers, connection panels, transformers, valves, and other fittings and equipment;
- (e) "Inspector" means the Building Inspector for the Town;
- (f) "Landowner" includes an occupier, tenant, a person in control of property, and the person shown as the owner of the property on the Land Title for that property;
- (g) "Person" includes a corporation;
- (h) "Street" includes a public alley, boulevard, bridge, court, footway, highway, lane, park, place, sidewalk, square and any part thereof, owned by the Town;
- (i) "Structure" includes any building, balcony, bay window, fence, foundation wall, grating, hatch, hatchway, loading platform, manhole, parking lot, porch, railing, retaining wall, sidewalk patio, step, verandas, or any part thereof.

3. License Required

No person shall construct or maintain any encroachment or make use of a street for construction or restoration purposes in the town unless an encroachment license has been issued by the Town.

4. Approval Required

An encroachment license shall not be issued unless the Council authorizes such encroachment

- 1. except for the following, which may be issued by the Building Inspector without the authorization of Council:
 - (a) canopies – for commercial, industrial and institutional buildings only and to be restricted in width to not more than the entrance width plus six feet for a period of five (5) years, renewable after inspection;
 - (b) awnings – for commercial, industrial and institutional buildings only and to be restricted to not more than the width of the building, or in the case of a corner installation, not more than the width of the building plus the width of the awning only issued for a period of five (5) years, renewable after inspection;
 - (c) steps, foundations and other structures – for buildings where steps, foundations and other building features must encroach, or where an encroachment already exists, the area of encroachment may be increased provided there is no additional encroachment toward the curb for a period of five (5) years, renewable after inspection;

- (d) the use of any portion of a street in association with a construction or restoration project where the use of the portion of the street is required, in the opinion of the Inspector or the Engineer, for public safety.
- 2. except for the following, which may be issued by the Engineer without the authorization of Council:
 - (a) telephone booths – provided the free flow of pedestrians is not impeded, a traffic hazard is not created, and the location is acceptable to the municipal department using the property for a period of five (5) years, renewable after inspection.
 - (b) Underground communications conduit, and manholes to service the conduit, provided that the installation and use of the telecommunications cable will not interfere with the proper operation and maintenance of existing underground utilities, nor interfere with planned street works.

5. Encroachment License

- 1. Every encroachment license shall indicate:
 - a. the type of encroachment authorized;
 - b. the civic address where such encroachment is authorized;
 - c. the length of time for which such encroachment is authorized; and
 - d. such terms and conditions as may be necessary in the opinion of Council, the Inspector or the Engineer.
- 2. The fee for an encroachment license shall be \$100.00.
- 3. No license fee shall be payable for the renewal of a license.
- 4. The Council may, in its sole discretion, cancel an encroachment license at any time, without notice.
- 5. Without restricting the generality of Subsection (4), those licenses listed in paragraphs 1 (a) to (d) inclusive, may be cancelled by the Town upon breach of any term or condition subject to which the license is issued, at any time, without notice.

6. Exceptions

- 1. Where the provision for payment of an encroachment fee is made by special statute as in the case Nova Scotia Power Inc. and the Maritime Telegraph and Telephone Company, the provisions of Sections 4 (2) shall not apply.
- 2. License fees or rental fees shall not be payable in respect of any encroaching structure which existed on the effective date of this bylaw, or to any repair or replacement of the encroaching structure that does not increase the amount of the encroachment.

7. Appeals

- 1. Any person who has been refused an encroachment license by the Inspector or the Engineer may appeal such refusal.
- 2. Such appeal shall be in writing, in the form of a notice, and filed with the municipal clerk within 15 days of such refusal, and shall clearly state the grounds for such appeal.
- 3. Council shall determine such appeal at such time and place as it determines and may confirm such refusal by the Inspector or Engineer, as applicable, or direct the Inspector or Engineer, as applicable, to issue such license.
- 4. If the Council directs the Inspector or Engineer, as applicable, to issue such license, the same shall be issued immediately.

8. Penalties

- 1. Any encroachment which is not authorized by a current encroachment license shall be removed by the owner within 30 days after notice to remove the encroachment has been given to such owner by the Inspector or Engineer.
- 2. If any owner fails to remove the encroachment within such 30 day period, the Inspector or Engineer may remove the encroachment, and the cost of the removal may be recovered from such owner by action in any court of competent jurisdiction.

- 3. Any owner who fails to remove the encroachment within such 30 day period shall be liable to a penalty not less than \$100 not exceeding \$2,000 and, in default of payment thereof, to imprisonment for a period not exceeding 60 days.

9. Encroachment Agreements

Notwithstanding the provision of the bylaw, Council may

- (a) enter into an agreement permitting any person to construct or maintain an encroachment upon such terms and conditions as Council may deem appropriate, and the provisions of the bylaw shall not apply to such encroachments provided that consideration for such agreement shall not be less than the fees payable by a licensee for a similar structure pursuant to subsection 4(2) of this bylaw.
- (b) Waive all or any of the fees otherwise payable pursuant to any provisions of this bylaw in respect of overhead pedways or underground pedestrian tunnels, if in the opinion of Council, the pedways or tunnels provide a public benefit.
- (c) enter into an agreement with a gas distribution company which has been approved by the Nova Scotia Utility and Review board to distribute gas within the town, or communications company licensed by the Canadian Radio-television Telecommunications Commission, permitting the construction or maintenance of an encroachment upon such terms and conditions that Council may deem appropriate. The provisions of this by-law shall not apply to such encroachments, and the fees payable shall be determined by Council.



6. Operating Agreement, Heritage Gas

Moved by Councillor Chitty, seconded by Councillor Fawthrop that Council enter into an Operating Agreement with Heritage Gas for the use of municipal streets for the installation and operation of a gas distribution system, and authorize the Mayor and Town Manager to sign such agreement on behalf of the Town of Amherst..

MOTION CARRIED

THIS MUNICIPAL OPERATING ACCESS AGREEMENT - made this ____ day of May, 2005.

BETWEEN:

TOWN OF AMHERST (hereinafter called the "Town")

- and -

HERITAGE GAS LIMITED (hereinafter called "Heritage")

WHEREAS the award of the natural gas distribution franchise to Heritage by the Nova Scotia Utility and Review Board was approved by the Province of Nova Scotia by Order in Council dated February 21, 2003 granting Heritage a full regulation class franchise for the construction and operation of a natural gas distribution system in certain areas of Nova Scotia;

AND WHEREAS the Town holds title to the Streets within the Town which it maintains;

AND WHEREAS Heritage wishes to use municipal streets for the installation and operation of a Gas Distribution System;

THEREFORE, in consideration of the mutual terms, conditions and covenants contained herein, the parties agree as follows:

Definitions

- 1. In this agreement,
 - a. "Engineer" means the Engineer as defined by the Municipal Government Act (Nova Scotia).
 - b. "Gas Distribution System" includes any pipe, pipeline, main, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, appliance, attachment, appurtenance and any other property located or to be located in, upon, along, across, under or over the Streets of the Town and used or useful in transportation, transmission or distribution of natural gas.

- c. "Locate" means the preventive maintenance work conducted by Heritage to determine the underground location of a natural gas pipeline prior to excavation or disturbance of earth and soil.
- d. "NSUARB" means the Nova Scotia Utility and Review Board.
- e. "Permit and Locate Form" means that form used by Heritage to identify specifics and location of infrastructure for customer service connections.
- f. "Project" refers to planned annual construction programs of natural gas pipelines.
- g. "Street" means Street as defined by the Municipal Government Act and for the purposes of this Agreement includes the public streets, street right of ways, highways, roads, lanes, sidewalks, and thoroughfares as the same now or may hereafter exist within the Town.
- h. "Town" means the Town of Amherst.

License and Consent

- 2. (1) The Town hereby grants Heritage an exclusive encroachment license for use of its Streets for the purpose of constructing, operating and maintaining the Gas Distribution System.
- (2) This agreement does not grant a right to attach gas lines to municipally owned bridges; such attachments are subject to the approval of the Engineer on a case by case basis.
- (3) The grant of the license is subject to the terms and conditions of this agreement, and compliance with all federal, provincial and municipal laws including applicable By-laws of the Town which are amended from time to time.
- (4) Without limiting the generality of the foregoing, Heritage confirms that it will comply with all requirements of the Nova Scotia Occupational Health and Safety Act with regard to the Gas Distribution System.

Term of Agreement

- 3. (1) This Municipal Operating Access Agreement shall be for a period of five (5) years (the "Term") commencing on June 1, 2005 until December 31, 2010 , subject to the earlier abandonment of said franchise, in which case this agreement shall automatically terminate on the date of the abandonment except where otherwise provided by this Agreement.
- (2) Six months prior to the expiry of the Term, the parties shall enter into negotiations to renew this Agreement upon such terms and conditions as may be agreed upon. In the event the parties do not agree on the terms and conditions of a renewal agreement prior to one month before the end of the Term, the matter shall be determined by the NSUARB pursuant to Section 78 of the Public Utilities Act (Nova Scotia) and Section 9 of the Gas Distribution Act (Nova Scotia). The parties agree that in the interim, in such case, the terms and conditions of the Agreement shall govern until such time that an order is issued on the matter by the NSUARB.

Training

- 4. Heritage commits to providing training at no cost to the Town with respect to natural gas awareness and emergency response issues for appropriate Town engineering and operations staff, building/street inspectors and emergency services including fire and police personnel relating to the Gas Distribution System.

Construction Schedule

- 5. (1) The Town and Heritage each recognize the benefits of joint infrastructure planning between the Town and Heritage. Heritage shall continue the open dialogue process with the Engineer to ensure natural gas project planning is current and the Town shall continue the open dialogue with Heritage to ensure project planning is current. At a minimum Heritage shall meet with the Engineer, before December 31st of each year, for the purpose of exchanging known or proposed plans of both the Gas Distribution System and the Town's service systems for the following year.
- (2) The Town and Heritage shall jointly promote the "Call Before You Dig" safety program within each organization and the public during the annual construction season and any other pertinent occasion.

Design

6. (1) The Engineer shall be the final approval authority for the location of all portions of the Gas Distribution System located within municipal Streets. The location and installation of the Gas Distribution System shall be consistent with applicable Canadian gas codes including CSA Z662 as amended from time to time.
- (2) Heritage is responsible to restore Streets to the Town's policies, applicable to Heritage operations, as amended from time to time. Notwithstanding the generality of the foregoing and unless otherwise approved by the Engineer, where a pavement cut is made on a Street that has been paved within the previous five (5) years, full repavement of the Street, curb to curb, and limited to the length of the Street cut, is required.

Permits

7. (1) In accordance with the Town's permitting requirements, Heritage shall annually obtain a [Street Breaking Permit](#) for every project where the Gas Distribution System is proposed to be installed within the Town. A Street Breaking Permit will remain in force until the project is completed, and
- (2) Notwithstanding any other provision herein, Heritage or its contractor shall also provide refundable performance security to the Town in the estimated amount of Street restoration costs to guarantee the restoration of Streets to the satisfaction of the Engineer.
- (3) With respect to construction scheduling, the Town will require Heritage or its contractor to follow the Town's policy that will minimize potential traffic and related disruptions to businesses. Construction should be coordinated with the Town's capital budget projects.
- (4) If service connections are not installed during initial construction of the Gas Distribution System on a Street, then Heritage Gas will submit to the Town a copy of Heritage's Permit and Locate Form prior to the construction and installation of the customer service connection and shall be submitted to the Town, on a best efforts basis, 10 days prior to the construction.

Fees

8. (1) In accordance with section 7 above the following fee structure will apply and supersede the Town's Street Breaking Policy as it relates to fee for the issuance of Street Breaking Permits to Heritage. The following fees reflect Town costs related to the engineering, administration and inspection of natural gas projects conducted by Heritage within the Town:
 - (a) In year one of Heritage's construction project (2005) the total fee will be \$15,000.00.
 - (b) In year two of Heritage's construction project (2006) the total fees will be \$12,000.00.
 - (c) In year three and following years, the Street Breaking Policy fee structure of \$500.00 for each Street cut will apply, however, total fees shall not exceed \$5000.00 for a given year.

Damage to Municipal Property

9. (1) If any portion of any Street or municipal infrastructure is damaged by reason of defects in any portion of the Gas Distribution System, or by reason of any other cause arising directly from the installation or presence of the Gas Distribution System, Heritage shall, at its own cost and expense, immediately repair any such damage and restore such portion of such damaged Street to as good or better condition as existed before such defect or other cause of damage occurred, such work to be done under the direction and to the satisfaction of the Engineer.
- (2) Heritage agrees that trees on municipal property are to be protected at all times. The Gas Distribution System is to be designed on the premise that, unless approved by the Engineer, municipal trees are not to be adversely affected by the installation or operation of the Gas Distribution System.
- (3) If any tree is damaged or destroyed by reason of a defect in any portion of the Gas Distribution System, or by reason of any other cause arising directly from the construction or the operation of the Gas Distribution System, Heritage shall, at its own cost and expense, repair any such damage or replace such trees under the direction and to the satisfaction of the Engineer.

Emergency Response

10. (1) Heritage shall provide:
- a. to the Engineer a list of emergency contact personnel from Heritage available at all times and shall ensure that the aforementioned list is always current; and
 - b. a person to liaise in developing the joint Emergency Measures gas response program.
- (2) It is agreed that the Emergency Measures gas response program shall be reviewed annually by appropriate representatives of the Town and Heritage.

Record Information and GIS

11. (1) Heritage shall provide, at its expense, to the Town record drawings in hard copy form and in an electronic format compatible with the Town's corporate geographic information system (GIS) within four (4) months of completing the installation of any portion of the Gas Distribution System.
- (2) Heritage shall participate with the Town in a program of electronic data capture of municipal infrastructure associated with the installation of the Gas Distribution System. As part of that participation Heritage will continue to provide the Town with any GIS information captured as a part of the installation of any portion of its gas system.
- (3) The Town shall provide, at its expense, to Heritage existing GIS information that may assist in the development of the natural Gas Distribution System. The GIS information will be used solely by Heritage for the planning and construction of natural gas pipelines and shall not be distributed to any party not associated with Heritage projects within the Town.

Locate Requirement

12. (1) The Town shall request line locates for all municipal activities associated with ground disturbance, soil excavation or sign installations that could result in damage to buried natural gas pipelines.
- (2) Upon receiving a request from the Town, Heritage shall, at no cost to the Town, provide locations of its Gas Distribution System:
- (a) Within two (2) hours in the event of an emergency, using reasonable best efforts;
 - (b) Within twenty-four (24) hours in the event of a priority request;
 - (c) Within forty-eight (48) hours in all other cases.

Relocations

13. (1) Subject to 13(2) upon receipt of ninety (90) days notice from the Town, Heritage, at its own expense, shall relocate its Gas Distribution System within a Street, or perform any other work in connection with the Street as may be required by the Town for municipal purposes or at law, provided that in cases of emergency, after first making a reasonable attempt to contact Heritage and whether or not a Gas Distribution System Locate has been obtained from Heritage, the Town may take any measures deemed necessary for public safety or the public interest with respect to the Gas Distribution System that may be required as the Town in its sole discretion, acting reasonably, shall determine, and Heritage shall forthwith reimburse the Town for all actual expenses thereby incurred.
- (2) Where any part of the Gas Distribution System relocated in accordance with this section is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Town and Heritage on the basis of the total relocation costs, excluding the value of any upgrading of the Gas Distribution System, and deducting any contribution paid to Heritage by others in respect to such relocation as follows:
- (a) where the relocation is a result of Streets work or conflicts in elevation with any sewer crossing(s) and occurs within two years of the installation of the portion of the Gas Distribution System to be relocated, the costs shall be paid 100% by the Town;
 - (b) where the relocation is a result of Streets work or conflicts in elevation with any sewer crossing(s) and occurs after the end of the second year following the installation of the portion of the Gas Distribution System to be relocated, but not more than five years, the costs shall be shared 65% by Heritage and 35% by the Town;

- (c) where the relocation is a result of Streets work or conflicts in elevation with any sewer crossing(s) and occurs after the end of the fifth year following the installation of the portion of the Gas Distribution System to be relocated, the costs shall be paid 100% by Heritage; and
 - (d) where the relocation is a result of any municipal infrastructure other than Streets work or conflicts in elevation with any sewer crossing(s), the costs shall be paid 100% by the Town.
- (3) Heritage shall not be required to bear the expense of any removal or relocation made at the request of the Town on behalf or for the benefit of any private developer or other third party.
 - (4) At the request of the Engineer, Heritage shall structurally support any portion of its Gas Distribution System at its own cost, where necessary, as part of the process of implementing any municipal improvements, except those carried out within 5 years of receiving a Permit.

Warranty re Condition of Streets

- 14. The Town has made no representations or warranties as to the state of repair of the Streets or the suitability of the Streets for any business, activity or purpose whatsoever and Heritage hereby agrees to install pipelines within Streets on an "as is" basis.

Liability

- 15. (1) Except for the gross negligence of the Town, Heritage agrees that the Town is not responsible, either directly or indirectly, for any damage to Heritage facilities that may result from the activities of the Town, its officers, employees, contractors or agents. The Town assumes responsibility and will reimburse Heritage for any and all loss or damage caused to the Gas Distribution System due to the Town's own gross negligence.
- (2) Notwithstanding subsection (1), the Town is not liable either on the basis of gross negligence or on any other basis to Heritage for any consequential or economic losses on account of the actions of the Town its agents or employees working in, under, over, along, upon and across its Streets and roads or other the owned or occupied property.

Indemnification

- 16.1 Save and except for loss or damage caused by the gross negligence of the Town, Heritage covenants and agrees to indemnify and save harmless the Town's agents, officers, elected officials, employees and assigns from any and all losses, claims, including any claim for injurious affection, charges, damages and expenses which the Town may at any time bear, sustain or suffer, by reason, or on account of the placement, installation, relocation, maintenance or use of Heritage facilities in, on, under, over, along or across a Street or road, and Heritage will, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the Town on any such claim, demand or cause of action, and will pay and satisfy any judgment or decree which may be rendered against the Town for any and all legal expenses incurred in connection therewith. Heritage's obligation to indemnify and save harmless the Town shall survive the termination of this Agreement.
- 16.2 Subject to the provisions of this Agreement, the Town covenants and agrees to indemnify and save harmless Heritage's agents, officers, employees and assigns from any and all losses, claims, including any claim for injurious affection, charges, damages and expenses which Heritage may at any time bear, sustain or suffer, by reason, or on account of the gross negligence of the Town and the Town will, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against Heritage on any such claim, demand or cause of action, and will pay and satisfy any judgment or decree which may be rendered against Heritage for any and all legal expenses incurred in connection therewith. The Town's obligation to indemnify and save harmless Heritage shall survive the termination of this Agreement.

Insurance

- 17. Heritage confirms that it has and shall maintain insurance in sufficient amount and description as will protect Heritage from claims for damages, personal injury including death, and for claims from property damage which may arise from Heritage's operations in the Town under this agreement, including the use or maintenance of its Gas Distribution System in its Streets or any act or omission of Heritage's agents or employees while engaged in the work of placing, maintaining, renewing or removing any portion of its Gas Distribution System and such coverage shall include all costs, charges and expenses reasonably incurred with any injury or damage. Heritage confirms that the insurance that it presently has meets the requirements of the terms and conditions of its franchise grant pursuant to s.13 of the Gas Distribution Regulations. A copy of the Heritage's insurance policy will be made available upon written request of the Town.

Abandonment or Discontinued Use of Pipeline Infrastructure

18. In the event of the abandonment or the discontinued use of all or any part of the Gas Distribution System, any removal is subject to the consent of the Town but subject always to any overriding direction or order of the NSUARB.

Assignment

19. This agreement may be transferred or assigned by Heritage with the approval of the NSUARB and with the consent of the Town, which consent shall not be unreasonably withheld.

Breach

20. The Town and Heritage agree that should Heritage or the Town materially fail to carry out any of the terms, covenants and conditions herein contained or default in any of its obligations under the terms hereof and fail within thirty (30) days after receiving written notice from the other party to correct any such failure capable of correction, then this Agreement may, at the option of the non-defaulting party, subject to the approval of the NSUARB thereupon be terminated by giving written notice to be effective upon receipt, provided that Heritage shall continue to be liable to the Town for all payments due and obligations incurred under the Agreement prior to such termination.

Termination

21. Subject to the approval of the NSUARB, if this Agreement is terminated by the Town for reasons outlined in section 21, all the unfulfilled covenants, indemnities and obligations of Heritage hereunder shall survive such termination.

Confidentiality

22. Heritage agrees that this Agreement is a public document and to the extent that the Freedom of Information and Protection of Privacy provisions of the Municipal Government Act, S.N.S. 1998,c.18 apply, such provisions are hereby waived.

Notices

23. Any notice required or permitted to be given hereunder or any tender or delivery of documents may be given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to:

the Town: Town of Amherst
P. O. Box 516
Amherst , NS B4H 4A1
Fax: (902) 667-5409

Heritage: Heritage Gas Limited
P.O. Box 1020
88 Alderney Drive
Dartmouth Ferry Terminal Building – 3RD Floor
Dartmouth, Nova Scotia, B2Y 4W3
Fax: (902) 466-2140

Entire Agreement

24. This agreement is the entire agreement between the Town and Heritage regarding the subject of this agreement and it can be amended or supplemented only by a document executed in writing by both the Town and Heritage.

Binding

25. This agreement benefits and binds the Town and Heritage, their assigns and the successors of each of them.

Waiver

26. 1) No alleged waiver or breach of this agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. No waiver by a party of any breach of this agreement operates as a waiver of any other breach of this agreement.
- 2) The parties to this agreement shall be entitled to resort to any remedies available to them in law or in equity in some or all combination in their discretion. No delay or failure of

either party to exercise any right or remedy will operate as a waiver thereof, except where specifically provided herein to the contrary.

Unenforceability

27. In the event that any covenant or provision herein shall be determined to be void or unenforceable in whole or in part for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining covenants or provisions or parts thereof contained in this Agreement and such void or unenforceable covenants or provisions shall be deemed to be severable from the others herein provided.

Time

28. Time shall be of the essence of this Agreement and of each and every part hereto.

Interpretation

29. In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

Conflict of Laws

30. This agreement shall be construed and enforced in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable herein and the parties irrevocably attorn to the jurisdiction of the Courts of Nova Scotia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives on the day first above written.

SIGNED, SEALED AND DELIVERED



7. YMCA Program Agreement

Moved by Councillor Fawthrop, seconded Councillor Rhindress that Council enter into an agreement with the Cumberland YMCA for the provision of swim and recreational programs for Town residents, and authorize the Mayor and Town Manager to sign such agreement on behalf of the Town of Amherst.

MOTION CARRIED

THIS AGREEMENT made the day of , A.D., 2005.
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.”

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 1st 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.

2. Commencing on or about July 1st and continuing for eight (8) week, the YMCA will provide Amherst youth with a Recreational Swim Program. This program will be offered between the hours of 2:30pm to 4pm from Monday to Saturday 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 by the Town of Amherst.

In addition, the YMCA will provide Amherst youth with a Recreational Swim Program during both the Xmas School Break over a four (4) day period and March School Break over a four(4) day period. This program will be restricted to daily to a maximum of 110 swimmers being admitted on a first come, first served basis.

The Recreational Swim Program will include the costs related to lifeguards, equipment, uniforms, supplies and all other costs related to the operation of a successful Recreational Swim Program for the youth of Amherst.

3. Commencing on or about the first Friday in September annually and continuing for an aggregate of 42 weeks concluding in late June, the YMCA will facilitate a Youth and Teen Night on each Friday. The time allotted for this activity will be for 6:30pm to 10:00pm and will include various structured gym or athletic activities, arts, crafts, videos and at least 1 full hour dedicated for a recreational swim program. This program will host a maximum of 50 youth/teens each night with a nominal charge of not more than \$2.00 being charge with the proceeds being used by the YMCA to defer some of its operating costs. This program will include the costs related to lifeguards, program staff, equipment, uniforms, supplies and all other costs related to the operation of a successful Youth and Teen program.

4. 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 to 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.

5. The Town agrees and undertakes with the YMCA:

a) to pay to the Cumberland YMCA an Annual Cash amount of \$43,081.25 as outlined in the attached "Appendix A"

b) to maintain the YMCA parking lot including patching, line painting and snow clearing.
(Estimated value - \$2,800.00)

c) to pay annual water and sewer rates for the YMCA. (Estimated value \$3,600.00)

d) to provide waste disposal services for the YMCA. (Estimated value - \$2,400.00)

e) to include the Cumberland YMCA fuel oil annual consumption as a component of the Towns tendered fuel oil purchase. (Savings to the Cumberland YMCA approx. 0.03cpl)

6. 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 (Appendix A) 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) this agreement may be terminated by either party upon receipt of written notice of termination providing 60 days notice.

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.

This agreement will be in effect up to and including the 30th day of June, 2006.

IN WITNESS WHEREOF the parties have executed this agreement by their duly authorized officers this _____ day of _____, A.D., 2005.

“APPENDIX A”

Summer Instructional and Recreational Program

<u>Category</u>		<u>Costs</u>	<u>July Inv.</u>	<u>Aug. Inv.</u>
Instructional		\$ 18,694.00	\$ 9,347.00	\$ 9,347.00
Aquatics Dir.		\$ 6,864.00	\$ 3,432.00	\$ 3,432.00
Rec Swim		\$ 11,520.00	\$ 5,760.00	\$ 5,760.00
TOTAL		\$ 37,078.00	\$ 18,539.00	\$ 18,539.00

Xmas and March Recreation Program

<u>Category</u>		<u>Costs</u>	<u>Jan. Invoice</u>	<u>Mar. Invoice</u>
Xmas Prog		\$ 960.00	\$ 960.00	
Mar. Prog		\$ 960.00		\$ 960.00
TOTAL		\$ 1,920.00	\$ 960.00	\$ 960.00

Youth and Teen Program

<u>Category</u>		<u>Costs</u>		<u>Monthly Inv. Sept to June</u>
Friday Prog		\$ 4,083.25		\$ 408.33
TOTAL		\$ 4,083.25		\$ 408.33

RECAP OF YMCA PROGRAMING AND COSTS

<u>PROGRAM</u>		<u>COSTS</u>		<u>SCHEDULE</u>
Summer Program		\$ 37,078.00		July and August
Xmas and March		\$ 1,920.00		Dec. and March
Youth and Teen		\$ 4,083.25		Sept. to June
Total Costs		\$ 43,081.25		

8. Development Agreement, 106 Church Street

Moved by Councillor Angel, seconded by Councillor Chitty that Council discharge Development Agreement DA-97-02, a development agreement to permit retail sales and office space on property located at 106 Church Street.

MOTION CARRIED

Moved by Councillor Angel, seconded by Councillor Baker that Council enter into a Development Agreement with Dina Leisch and Helmut Becker to permit a ballet studio on property located at 106 Church Street as outlined in Development Agreement 2005-01, and that the Mayor and Town Manager be authorized to sign this agreement.

MOTION CARRIED

9. Sewage Treatment Plant Consultation Selection

Moved by Councillor Chitty, seconded by Deputy Mayor March that, based on the evaluation system recommended by the Consulting Engineers Association of Nova Scotia which includes criteria where an owner can choose a consultant based on experience, technical merit, and project understanding, not just on cost, Council accept the recommendation of the consultant selection team to retain Dillon Engineering as the engineering consultants for the final design of the Sewage Treatment Plant at their price of \$202,555, with funding to come from the 2005/2006 capital budget.

MOTION CARRIED

10. Provision of Visitor Information Services

Moved by Councillor Fawthrop, seconded by Councillor Rhindress that the Town of Amherst provide visitor information services at the kiosk in the Provincial Visitors Information Centre independently, and that the County be advised.

MOTION CARRIED

11. Appointment to CJSMA

Moved by Councillor Rhindress, seconded by Councillor Fawthrop that Council appoint Greg Herrett to the CJSMA Board, with Vince Arbing as his alternate, effective immediately.

MOTION CARRIED

12. Budget

Mayor Hallee's speech:

I'm happy to announce that, once again, the budget that Council is considering tonight will be one which includes no increases in residential or commercial property taxes. This is very much a "hold the line" budget which gives Council some time to assess where the Town is in terms of future expenditure need before we embark on a couple of major capital projects like the Stadium renovations and the Sewage Treatment Plant. Now I'll hand it over to Deputy Mayor and Corporate Services Chair, David March to lead us through the budget resolutions.

Deputy Mayor March's speech:

This year the Town enjoyed increases of 4.21% in residential assessment, 5.75% in commercial assessment and 10% in business occupancy assessment. These increases have provided the additional revenue to allow us to maintain the tax rate. As His Worship has already noted, the proposed budget features no change in the residential or commercial tax rates, and no change in the solid waste uniform charge.

While we are forecasting a 5% increase in the amount raised through property taxes by virtue of the increased assessment, we will be experiencing some revenue decline in other areas. Most notably, the loss of revenue as a result of the County of Cumberland's decision to withdraw from the planning partnership, a reduction in revenue estimated for the Amherst Stadium, and a potential reduction in Provincial Equalization funding of \$123,000. As of today's date, the Province has not made a decision regarding equalization funding for the current year. We do, however, know that our share of equalization should be in the range between \$923,000 and \$1,050,000. In order to build conservatism into our estimates, we are using the lower number.

While the assessment cap program may have a significant effect in some Nova Scotia municipalities with soaring assessment, it has had little impact on the Town of Amherst. We estimate its impact to be less than \$5,000 in actual tax revenue. As well, although the proposed elimination of the business occupancy tax and assessment will be clearly in our sights over the next year, it has no effect this year.

Overall, general revenues are projected to grow at a rate of 1.69%.

Water rates are staying the same for the time being. We are proposing that a water rate study be completed this year to determine whether the current rates are sufficient to sustain the projected operating and capital requirements of the Utility for the next five years.

There are no new programs contemplated in these estimates, nor are there any new positions included. IN general, service levels are projected to remain the same. Most increases in spending are inflationary in nature.

Debt service funded from the general rate is up about \$44,000, in net terms, as a result of new borrowing from last year. This is the final year of debt service related to the new regional hospital project. Unconditional transfers, payable mainly to the Government of Nova Scotia or its agencies are up about 6%, or \$103,000: Education - increase of \$51,000; Housing – increase of \$25,000; Assessment Services – increase of \$20,000; Corrections – increase of \$5,000.

Most departments will see an increase in spending of between 2% and 3%. Overall wages and benefits are projected to increase by about 4%. This reflects not only pure wage increases, but increased costs of pensions and other benefits.

Other cost increases come mainly in the area of energy related expenditures as we make allowances for increased electricity rates and the uncertainty with respect to fuel prices.

As noted earlier, we are projecting a \$57,000 drop in revenue in Planning due to the withdrawal by the County from our planning partnership. The reduction in revenue has been partially offset by the fact that we have not, and do not propose to re-hire the by-law enforcement officer that we have used for the past few years for Unsightly Premises. This activity will now be addressed by existing staff.

Overall, wages and benefits are up 3.91%; Administrative costs 1.75%; Building costs – no change; Vehicle costs – 3.5%; Debt service – 3.75%; Capital program from revenue down \$275,000; Unconditional transfers are up 6%; Total expenditures up \$210,000, or 1.7%.

After allowing for design work on the Stadium renovation and the sewage treatment plant, this year's recommended capital program, by most standards, is modest. It totals \$831,750 with well over half of that total being made up of the design work being performed on the two major projects: Stadium and Sewage Treatment Plant. Paving projects and water/sewer projects are proposed to be kept to a minimum this year. The Town is facing some "big ticket" expenses in the very near future with the proposed STP and the proposed substantial renovation of the Amherst Stadium.

While the ratio of total debt service to own source revenue is healthy and certainly within the provincial standards (7.1% in 2006, dropping to 4.9% in 2007), we are proposing to stop, take and breath, and assess where the Town is currently in terms of capital projects and where it is going over the next five years. In order to do this, borrowing is being kept to an absolute minimum this year. The recommendation from staff includes the completion of a capital improvement plan and the introduction of a capital asset financing policy. Through this process it is proposed that complete inventory of all capital assets, as well as an identification of potential future capital projects would be made. The capital asset financing policy would give Council and staff some guidelines to follow in terms of how future capital programs would be financed and will allow some longer range financial planning to occur. The capital program is as follows:

Engineering

Repaving Pinehurst Avenue/Sherwood Court	58,000
Replace 1994 4X4 ¾ ton truck	28,000
Traffic Lights – Albion/East Pleasant – Loops/Ped Buttons	22,000
AVL Fleet Management System	24,000

Water

Repaving – Prince Arthur St/Electric/Maple	20,000
Meter Replacement	20,000
Replace 1997 Ford 1 Ton	26,500

Sanitary Sewer

Sewage Treatment Plant Design Work	230,000
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Recreational Facilities

Stadium Renovation – Design Work	165,000
Centennial Trail: Donald-Willow, Strawberry Fields/Marshview	16,000
Dickey Brook – Stabilize banks, new landscaping	20,000
Zamboni	85,000
Playground Upgrade – As per master plan	25,000

Police Service

Used Truck – Canine Control	15,000
Dispatch cooling system	5,000

Fire Service

Bunker Gear Washing Machine	10,000
Thermal Imaging Camera	14,000
Heavy Hydraulic Rescue Tools	15,000

Other

Town's contribution – enhanced gymnasium	33,250
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TOTAL **831,750**

1. Amend Low Income Tax Exemption Policy

Moved by Deputy Mayor March, seconded by Councillor Baker that Council amend the Low Income Tax Policy Number 110-02 by increasing the total household income from \$12,000 to \$13,500.

MOTION CARRIED

2. Net Taxable Assessment Report

Moved by Deputy Mayor March, seconded by Councillor Chitty that Council adopt the following Assessment Report obtained from the certified roll received from the Department of Service Nova Scotia and Municipal Relations, adjusted for changes in assessment since the certified roll was issued and for the assessment of exempt properties whose tax or grant varies with the tax rate, and that these figures be used in calculating the 2005/2006 fiscal period tax rates for the Town of Amherst:

Residential property	233,026,700
Non-residential property	143,250,100.
Total net taxable assessment	376,276,800.

MOTION CARRIED

3. Estimates of Revenues and Expenditures

Moved by Deputy Mayor March, seconded by Councillor Rhindress that Council accept the following estimates of the sums required by the Town of Amherst for the fiscal period ending March 31, 2006, prepared in accordance with Section 72 of the *Municipal Government Act*:

Revenues	
Taxes	9,711,528
Grants in Lieu of Taxes	241,000
Services Provided to Other Local Gov't	189,705
Sale of Services	1,027,979
Other Revenue from Own Sources	612,613
Unconditional Transfers	923,000
Conditional Transfers	9,100
Total Revenues	12,714,925
Expenditures	
Corporate Services	4,222,262
Police Services	2,283,046
Fire Protection Services	1,357,450
Operational Services	4,064,602
Planning	321,550
Community & Economic Development	466,015
Total Expenditures	12,714,925

MOTION CARRIED

4. 2005/2006 Tax Rates

Moved by Deputy Mayor March, seconded by Councillor Angel that:

WHEREAS total estimated expenditures for the fiscal period are \$12,714,925; and **WHEREAS** total estimated revenues, other than taxes to be levied are \$3,834,646; and **WHEREAS** the balance of revenues required, \$8,880,279 must be rated;

THEREFORE BE IT RESOLVED THAT the tax rates for the Town of Amherst for the fiscal year ending March 31, 2006 are as follows:

Residential	\$1.69 per \$100 of assessment
Non-residential	\$3.45 per \$100 of assessment

AND THAT these taxes are due and payable on September 30, 2005 with interest to be charged on all final tax accounts outstanding on or after October 1, 2005 at the rate of 1% per month, 12% per annum.

MOTION CARRIED

5. 2005/2006 DARS Area Rates

Moved by Deputy Mayor March, seconded by Councillor Fawthrop that Whereas Council has included in its estimates for the fiscal year ending March 31, 2006 the amount of \$56,780 to be disbursed to the Downtown Amherst Revitalization Society to be used for the benefit of the merchants of the downtown area, a purpose for which the Town may expend funds;

AND WHEREAS the taxable assessment in the area formerly known as the Amherst Business Improvement District Commission area is as follows:

<u>Commercial \$12,744,000</u>	<u>Business Occupancy \$5,489,900</u>
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AND WHEREAS the Council may, under subsection 75(2) of the *Municipal Government Act*, recover annually from the area as much of that sum as Council considers advisable to collect in any one fiscal year by an area rate of so much on the dollar on the assessed value of the taxable property or occupancy assessment in the area;

THEREFORE BE IT RESOLVED THAT an area rate be levied for the fiscal year ending March 31, 2006 as follows:

Commercial	20 cents per \$100 of Assessment
Business Occupancy	57 cents per \$100 of Assessment

on all commercial and business occupancy assessment in the area formerly known as the Amherst Business Improvement District Commission area and that these taxes are due and payable on September 30, 2005 with interest to be charged on all final tax accounts outstanding on or after October 1, 2005 at the rate of 1% per month, 12% per annum.

MOTION CARRIED

6. Solid Waset Management Uniform Charge

Moved by Deputy Mayor March, seconded by Councillor Rhindress that

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2006, the amount of \$455,000 to be expended for the purpose of Solid Waste Management, a purpose for which the Town may expend funds; and

WHEREAS there are approximately 3,033 dwellings units within the boundaries of the Town of Amherst in residential premises with less than four such dwelling units; and

WHEREAS the Council may, under paragraph 75(4)(b) of the *Municipal Government Act*, in lieu of levying an area rate, levy a uniform charge on each dwelling unit in the area;

THEREFORE BE IT RESOLVED that a uniform charge of \$150 be levied for the fiscal year ending March 31, 2006 on each dwelling unit within the boundaries of the Town of Amherst in residential premises with less than four such dwelling units and that these uniform charges are due and payable on September 30, 2005 with interest to be charged on all final tax accounts

outstanding on or after October 1, 2005 at the rate of 1% per month, 12% per annum.

MOTION CARRIED

7. Amherst Water Utility Operating Budget

Moved by Deputy Mayor March, seconded by Councillor Baker that Council accept the proposed operating budget for the Amherst Water Utility for the fiscal period ending March 31, 2006 as submitted, with a total revenue estimated at \$1,309,500 and total expenditures estimated at \$1,321,082.

MOTION CARRIED

8. Capital Budgets, General and Water

Moved by Deputy Mayor March, seconded by Councillor Fawthrop that Council approve the 2005/2006 General Capital and Water Capital budgets as presented, totaling \$831,750 to be funded as follows:

Capital borrowing	112,500
Capital from revenue	208,750
Transfers from reserves	243,950
Water depreciation funds	40,000
Other	226,550
TOTAL	831,750

MOTION CARRIED

9. Sewer Rates Resolution

Moved by Deputy Mayor March, seconded by Councillor Chitty that WHEREAS Council is authorized by the town of Amherst Sanitary Sewer Rates By-Law to set rates for sewer services;

THEREFORE BE IT RESOLVED THAT owners shall be billed for sewer services using one of the following methods:

Metered Customers

Those owners whose water service is metered shall pay a usage charge:

Residential

\$2.928 per 1000 gallons (\$0.644 per cu. meter) of metered water consumption as determined by the Amherst Water Utility;

Commercial/Industrial/Institutional

\$1.464 per 1000 gallons (\$0.322 per cu meter) of metered water consumption as determined by the Amherst Water Utility;

Non-Metered Customers

For non-metered customers in unmetered mobile home parks, the owner shall pay \$117.13 per dwelling unit per annum.

For unmetered residential customers, there shall be a flat charge of \$175.69 per annum.

MOTION CARRIED

10. Requests for Financial Assistance

Moved by Deputy Mayor March, seconded by Councillor Rhindress that Council approve the following schedule of grants to organizations, and that the Treasurer be directed to credit or disburse such funds to the organizations indicated:

Cumberland County Transition House	10,000
Cumberland County Museum and Archives	3,619
Amherst Food Assistance Network	2,000
Cumberland County Black Artisans Society	500
Tantramar Theatre Society	1,000
Showcase Productions	1,000
TOTAL	18,119

MOTION CARRIED

11. Requests for Tax Exemption

Moved by Deputy Mayor March, seconded by Councillor Chitty that Council deny the request from the Amherst Curling Club for tax exemption.

MOTION CARRIED

12. General Borrowing Resolution

To authorize the borrowing of certain moneys from the **Royal Bank of Canada** to meet the current expenditure of the Corporation of the Town of Amherst (hereinafter called "the Corporation") for the year ending March 31, 2006, it was moved by Deputy Mayor March, seconded by Councillor Chitty that:

WHEREAS it is necessary to borrow the sum of \$2,000,000 from the **Royal Bank of Canada** to meet the new current expenditure of the Corporation until such time as the taxes to be levied therefore can be collected;

BE IT THEREFORE RESOLVED by the Municipal Council of the Corporation as follows:

1. **THAT** the Mayor and the Treasurer of the Corporation be, and they are hereby authorized under the seal of the Corporation to borrow from the **Royal Bank of Canada** the sum of Two Million Dollars as the same may be required from time to time to meet the now current expenditure of the Corporation which said expenditure has been duly authorized by Council; and
2. **THAT** the said Mayor with the Treasurer aforesaid, be, and they are hereby authorized to pay or allow to the said bank, interest on the sum of Two Million Dollars at a rate of Royal Bank Prime minus ¼ % per annum, which may be paid or allowed in advance by way of discount or otherwise howsoever as they may deem best; and
3. **THAT** the said sum of \$2,000,000 so to be borrowed shall be made payable on or before the 31st day of March, 2006, and the promissory note or notes of the Corporation, if any, given therefore, if made payable before that said 31st day of March, 2006 may be renewed by the said Mayor and Treasurer from time to time, but no renewal thereof shall fall due later than the said 31st day of March, 2006; and
4. **THAT** the said promissory note or notes of the Corporation, sealed with the corporate seal and signed by the Mayor and Treasurer of the Corporation be given from time to time as required, in security for the amounts borrowed from time to time under the provisions of this resolution; and

- 5. **THAT** giving of such renewal note or notes, as aforesaid, shall not be deemed satisfaction to the said bank of the said advance or interest, but as evidence only in indebtedness.

MOTION CARRIED

13. Temporary Borrowing Resolution, Capital

Moved by Deputy Mayor March, seconded by Councillor Fawthrop

WHEREAS Section 66 of the Municipal Government Act provides that the Town of Amherst, subject to the approval of the Minister of Service Nova Scotia and Municipal Relations, may borrow to expend funds for a capital purpose authorized by statute;

AND WHEREAS clause 65 of the Municipal Government Act authorizes the Town of Amherst to expend funds for the capital purpose of:

- streets, culverts, retaining walls, sidewalks, curbs and gutters;
- acquisition of equipment, materials, vehicles, machinery, apparatus, implements and plant for a municipal purpose, namely transportation equipment;

AND WHEREAS the specific amounts and descriptions of the projects are contained in Schedule “A” (attached);

BE IT THEREFORE RESOLVED THAT under the authority of Section 66 of the Municipal Government Act, the Town borrow a sum or sums not exceeding One Hundred and Twelve Thousand Five Hundred Dollars (\$112,500) for the purpose set out above, subject to the approval of the Minister of Service Nova Scotia and Municipal Relations;

THAT the sum be borrowed by the issue and sale of debentures of the Town to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that the Town borrow from time to time a sum or sums not exceeding One Hundred and Twelve Thousand Five Hundred Dollars (\$112,500) in total from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve Months (12) from the date of the approval of the Minister of Service Nova Scotia and Municipal Relations of this resolution.

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

MOTION CARRIED

SCHEDULE “A”
File No.05/06-01 - Various Purposes

Paving	58,000
Transportation equipment	<u>54,500</u>
	\$112,500

5. ADDITIONAL ITEMS

1. Request for Water Extension – Willow Brook Park Subdivision

Moved by Councillor Angel, seconded by Deputy Mayor March that:

WHEREAS the Town of Amherst is not prepared to consider any request for the extension of infrastructure of any kind outside its boundaries until such time as all of the issues surrounding the partnership study with the County of Cumberland have been addressed,

THEREFORE BE IT RESOLVED that the request for extension of water service to the Willow Brook Park Subdivision be denied.

MOTION CARRIED

6. INFORMATION ITEMS

1. **Planning and Development Department** Report given by Councillor Baker
2. **Corporate Services Department** Report given by Deputy Mayor March
3. **Operational Services Department** Report given by Councillor Chitty
4. **Police Department** Report given by Councillor Angel
5. **Fire Department** Report given by Councillor Rhindress
6. **Community & Economic Development Department** Report given by Councillor Fawthrop
7. **Mayor's Report**

Highlights of a report by Mayor Hallee included:

Natural Gas Distribution: construction starting in June for 20 km of steel pipe coming in town and 12 km of plastic distribution lines in town; pipe is arriving in Amherst over the next few days. Natural gas as an alternative energy source will be a reality in September this year. Amherst is the first community outside HRM that will have natural gas access. This puts us in a competitive position in looking for new industry, assists existing businesses by possibly reducing operating costs, and gives homeowners another choice for their heating and appliance needs.

Amherst hosted the Municipal Public Works Association of Nova Scotia conference last week, with attendees from all municipalities in the province. He congratulated Ron Patterson and his team for putting together a successful event.

A house fire on Park Street could have been much worse than it was, had it not been for the valiant rescue of Mr. Edward Maltby by Phillip Comeau. Council intends to present Mr. Comeau with a plaque to honour his heroic deed at the June Council meeting.

7. ADJOURNMENT

On motion by Councillor Rhindress, the meeting adjourned at 8:30 p.m. Media representatives were given a brief question and answer session on the budget.

APPROVED:

E. Childs, Town Manager

Jerry Hallee, Mayor