

**Minutes of a Regular Meeting of Amherst Town Council
Held in Council Chambers
Monday, June 26, 2006 at 7:00 PM**

PRESENT: Mayor Jerry Hallee
Deputy Mayor David March
Councillor Robert Angel
Councillor George Baker
Councillor Ed Chitty
Councillor Dale Fawthrop
Councillor Terry Rhindress
Greg Herrett, CAO
Rebecca Purdy, Executive Assistant

1. O'CANADA

2. CALL TO ORDER

3. ACTION ITEMS

3.1 Additions to the Agenda

3.2 Approval of Agenda

Moved by Councillor George Baker, seconded by Councillor Ed Chitty to approve the Agenda as circulated.

MOTION CARRIED

3.3 Approval of Minutes

Moved by Councillor George Baker, seconded by Deputy Mayor David March to approve the Minutes of the May 29, 2006 Regular Meeting as circulated.

MOTION CARRIED

Moved by Councillor George Baker, seconded Councillor Terry Rhindress by to approve the Minutes of the June 7, 2006 Regular Meeting as circulated.

MOTION CARRIED

3.4 Land Use By-Law Amendment P-2-3 Institutional Zone Amendments

Moved by Councillor Ed Chitty, seconded by Councillor Dale Fawthrop to accept the recommendation of the Planning Advisory Committee to approve First Reading of By-Law P-2-3, a by-law to amend the Land Use By-Law, which will amend the permitted uses within the Institutional Zone.

MOTION CARRIED

Bylaw to amend the Land Use By-Law P-2-3

1. This is a by-law to amend the Land Use By-Law of the Town of Amherst with respect to the matter of changing the permitted uses within the Institutional zone.
2. Land Use By-Law is hereby amended by:
 - A) adding to the list of permitted uses "Recreational Uses" and "Public Buildings"
 - B) adding to section 1.0 Definitions;

"Public Building is a building owned or used by a Federal, Provincial or Municipal Government."
 - C) adding section 10.1.4 Accessory Uses In the Institutional Zone

"10.1.4 Accessory Uses In the Institutional Zone
The occasional rental of the property to a third party is permitted for the following uses for a period up to 5 consecutive days.

 - bingos
 - meetings
 - dances
 - beer gardens
 - dinners
 - festivals and fairs

- concerts
- trade shows
- private parties
- retail activities”

3.5 Land Use By-Law Amendment – 76 East Pleasant Street Rezoning

Moved by Deputy Mayor David March, seconded by Councillor Ed Chitty to approve First Reading of By-Law P-2-4, a by-law to amend the Land Use By-Law, which will amend the permitted uses within the General Residential Zone as it pertains to property located at 76 East Pleasant Street (PID 25026626) in order to permit the existing Trucking Operation.

MOTION CARRIED

Bylaw to amend the Land Use By-Law P-2-4

1. This is a by-law to amend the Land Use By-Law of the Town of Amherst with respect to the matter of permitting the existing trucking operation on property located at 76 East Pleasant Street.

2. Land Use By-Law is hereby amended by:

At Section 7.2.1 adding:

“(l) Existing trucking operation at 76 East Pleasant Street (PID 25026626)”

adding

“Section 7.2.4 Special Requirement - Existing trucking operation at 76 East Pleasant Street (PID 25026626)

- Any ground surface not covered by vegetation to be treated so as to be dust free;
- No storage of aggregate (sand or gravel) be permitted on the property;
- The storage of petroleum products on the site be in compliance with any and all relevant provincial regulations.

For the purposes of this section the existing trucking operation includes: the parking, storage and maintenance of up to four commercial motor vehicles; the parking, storage and aintenance of up to 4 additional passenger vehicles associated with the business; the operation of an office within the existing single detached dwelling on the property used to coordinate the day to day operation of the business as well as usual bookkeeping and business functions; the storage of various hand tools and maintenance equipment; the use of the existing garage on the property for the trucking business; up to six persons employed on the site.

3.6 Land Use By-Law Amendment – 3 Robie Street (K of C)

Moved by Councillor George Baker, seconded by Councillor Terry Rhindress that Council accept the recommendation from the Planning Advisory Committee to approve First Reading P-2-2.

MOTION CARRIED

Bylaw to amend the Land Use By-Law P-2-2

1. This is a by-law to amend the Land Use By-Law of the Town of Amherst with respect to the matter of the application of the Institutional zone to the property located at 3 Robie Street and identified by PIDs 25029471, 25005489, 25029505

2. In the Land Use By-Law, Schedule A (the Zoning Map) is hereby amended by applying the Institutional Zone to the property located at 3 Robie street and identified by PID’s 25029471, 25005489, 25029505

Moved by Councillor George Baker, seconded by Councillor Dale Fawthrop to repeal existing Development Agreement DA-88-01 which pertains to property located at 3 Robie Street (PIDs 25029471, 25005489 and 25029505).

MOTION CARRIED

3.7 Transient Vendors By-Law

Moved by Councillor Robert Angel seconded by Councillor George Baker to take Second Reading of the Transient Vendors By-Law, which was tabled on May 29, 2006 from the Table

MOTION CARRIED

Moved by Councillor Robert Angel, seconded by Councillor Ed Chitty to approve Second Reading of the proposed Transient Vendors By-Law.

MOTION DEFEATED UNANIMOUSLY

3.8 Proposed Policy – Revised Vacation Policy 211-31

Moved by Deputy Mayor David March, seconded by Councillor Terry Rhindress to repeal the Vacation Policy 211-31 dated May 26, 2003 and replace it with the new Vacation / Holiday Policy 211-31, as recommended by Administration.

MOTION CARRIED

TITLE: Vacation/Holiday Policy – Non Unionized Employees 211-31

Purpose:

This policy defines the entitlement of employees for paid vacations earned in the employ of the Town of Amherst.

Definitions:

Permanent Employee: An employee who is employed on a regular and full time basis.

Temporary Employee: An employee performing duties for an undetermined period of time.

Casual Employee: An employee who is required to perform work of a temporary or intermittent nature for varying periods though the year.

Part-time Employee: An employee performing duties on a part-time basis.

Seasonal Employee: An employee performing duties of a seasonal nature.

Student Employee: An employee who is deemed to be a full time student and has been hired in support of various municipal functions for a specific term.

Half Days: Half Days will be defined at 3.5 hours taking either from the beginning of their normal work day or taken at the end of the employees normal work day.

Policy Statement:

Vacation Date

All vacation periods will be calculated as of the date of January 1st of each year.

Eligibility

A permanent full time employee who is employed at a time after January 1st shall have his or her vacation entitlement pro-rated to January 1st of the next year. Such vacation is to be taken in the year following the employment year.

A permanent full time employee leaving the employ of the Town of Amherst during the year prior to January 1st in any year may apply for one of the following options:

- a) to be paid in full for any vacation owing on the final day of work;
- b) have the termination date adjusted to account for all outstanding vacation days earned.

Such applications are to be made to, and are at the discretion of the CAO.

Vacation Earned

A permanent full time employee shall earn:

- a. 1 ¼ days per month up to the tenth year of employment calculated from the date the employee commences work in the first year up to the tenth year, to a maximum of 15 working days per year in any subsequent year. However, in the 10th year, the employee will receive the increased vacation allotment of 20 days.

- b. From the commencement of the eleventh year up to the fifteenth, 1 2/3 days per month to a maximum of 20 working days per year. However, in the 15th year, the employee will receive the increased vacation allotment of 25 days.
- c. From commencement of the sixteenth year up to the twentieth year, 2 1/12 days per month to a maximum of 25 working days per year. However, in the 20th year, the employee will receive the increased vacation allotment of 30 days.
- d. For over twenty years, 30 working days per year.

Vacation earned shall not be paid out except in unusual circumstances and only with the approval of the CAO.

Non Permanent Employees

Temporary Employees, Part-time Employees, Seasonal Employees and Student Employees shall not be eligible for vacations with pay. However, vacation pay will be provided in accordance with the Labor Standards Act and Regulations of the Province of Nova Scotia.

Holidays

The following days will be observed as paid holidays for the Permanent Employees of the Town of Amherst. All others, including Temporary Employees, Part-time Employees, Seasonal Employees and Student Employees will be eligible for paid holidays as prescribed under the Labor Standards Act and Regulations of the Province of Nova Scotia.

In addition, any other day proclaimed by either the Federal or Provincial governments, or the Town of Amherst shall be observed as paid holidays. If at any time the above holidays fall on a Saturday or Sunday, the next regular working day shall be deemed a holiday.

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday (First Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

An employee shall only be entitled to be paid for a holiday if such employee works the scheduled working day immediately preceding and immediately following the holiday. If it is necessary for an employee to be absent on either of these days, payment shall be at the discretion of the CAO. Payment or other time off for these holidays shall be made if the employee is on time off paid by the Town of Amherst.

Vacation Earned Fire Department Employees

Permanent fire department employees work a schedule of one 24 hour shift with 72 hours off. This schedule determines that each person works an average of 43 hours per week. Therefore, the following calculation shall be used in calculating vacation time for Permanent Employees of the Fire Department.

The number of weeks earned multiplied by the average hours worked per week divided by the number of hours in a shift. For example, an employee of the fire department who has worked as a permanent employee up to and including 10 years has earned 3 weeks vacation. This equates as follows:

3 weeks earned multiplied by 43 hours which is the length of the average work week divided by 24 which is the length of a normal shift equals to an entitlement of 5 full shifts plus 7 hours.

Permanent fire department employees shall earn:

- a. 5 full shifts plus 7 hours per year up to and including the tenth year of employment calculated from the date the employee commences work in the first year. However, in the 10th year, the employee will receive the increased vacation allotment of 7 full shifts plus 5 hours.
- b. 7 full shifts plus 5 hours per year from the commencement of the eleventh year up to and including the fifteenth year of employment calculated from the date the employee commences work in the first year. However, in the 10th year, the employee will receive the increased vacation allotment of 9 full shifts.

- c. 9 full shifts per year from the commencement of the sixteenth year up to and including the twentieth year of employment calculated from the date the employee commences work in the first year. However, in the 20th year, the employee will receive the increased vacation allotment of 10 full shifts plus 18 hours.
- d. For over twenty years, 10 full shifts plus 18 hours.

Long Term Disability or Workers Compensation

Employees off work on LTD or Workers' Compensation shall only be entitled to earn vacation during the first year of their absence. Employees off work on a personal unpaid leave of absence will not earn vacation time during such leave.

3.9 Proposed Policy – New Tree Planting Policy

Moved by Councillor George Baker, seconded by Deputy Mayor David March that Council adopt the new Tree Planting Policy #270-02 as recommended by Administration.

MOTION CARRIED

TITLE: Tree Planting Policy 270-02

Purpose:

The purpose of this policy is to set a standard for planting trees by community groups on all Town owned or leased properties.

Policy Statement:

Planting of new tree/s will be as follows:

1. Community Groups or individuals wishing to plant tree/s on Town lands must make a request in writing to the Recreation Facilities Department. This request must indicate purpose of planting, species of tree and location.
2. Tree/s shall be a caliper not less than 40mm (1.5 inches) in diameter, and not less than 2.5 meters (8 feet) in height.
3. Tree/s must meet Nova Scotia Power Tree Zones for power lines: "Right Tree, Right Place" attached as schedule A
4. Trees shall be No.1 grade in accordance with the Canadian Standards for Nursery Stock.
5. Trees are to be planted no closer than 3 meters from utility polls, water shutoffs, sewer laterals, or under ground utilities and no closer than 5 meters from a fire hydrant.
6. Community Group/s or individuals wanting to have Town Council present at planting ceremonies, must contact the Executive Office (Town Hall) for scheduling.
7. The Recreation Facilities Department will, if requested in writing, purchase suitable trees on behalf of Community Groups or individuals on full cost recovery basis.

3.10 Fundy Youth Soccer Association

Moved by Councillor Dale Fawthrop, seconded by Councillor Ed Chitty that Council accept the recommendation from Administration and authorize the CAO to sign a Soccer Field User Agreement with the Fundy Youth Soccer Association to define the roles and responsibilities of both the Town and the Association for the use and maintenance of the Town owned Winston Avenue Soccer Field and the privately owned Church Street Soccer Fields.

MOTION CARRIED

**AMHERST RECREATION FACILITIES
SOCCER FIELD USER AGREEMENT**

THIS AGREEMENT made this ____ day of June, 2006
BETWEEN THE TOWN OF AMHERST, a body corporate having its Head Office at Amherst in the County of Cumberland and the Province of Nova Scotia (Hereinafter called the Town)
- and - Fundy Youth Soccer Association (Hereinafter called FYSA.)

1 WINSTON AVE. SOCCER FIELD

The Town will be responsible for complete maintenance to the soccer pitch and property.

The FYSA will provide a weekly schedule of game times. This facility is to be used for games only, no practices.

2 **CHURCH STREET SOCCER FIELDS (DOLAN PROPERTY)**

The Town will be responsible for mowing all fields and surrounding area related to the property. When requested by the FYSA, the Town may consider other maintenance projects provided budget and manpower requirements are available.

The FYSA will be responsible for all other field and property maintenance.

3 **GENERAL REQUIREMENTS**

A) Damage to Facilities

If the facility or any portion of the facility during the term of this Agreement shall be damaged by the act, default or negligence of the FYSA, or of the FYSA's agents, employees, patrons, guests, or any person admitted to the premises by the FYSA, the FYSA shall pay to the Town, upon demand such sum as shall be necessary to restore the premises to the condition that existed prior to the occurrence of such damage. The FYSA hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the facility or to any portion of the ball diamond by the consent of the FYSA or by or with the consent of any person acting for or on behalf of the FYSA.

B) Right to Eject Persons

The Town reserves the right to eject an objectionable person or persons from the facility and upon exercise of this authority through the employees of the Town, agents or policemen, the FYSA hereby waives any right and all claims for damages.

C) Insurance

The FYSA covenants that it will place, maintain and keep in force, during the term of this Agreement, public liability insurance of \$1,000,000.00 Certificate of such coverage shall be furnished to the Town upon the signing of this agreement. .

D) Commencement and Duration

This Agreement is for the 2006 season only.

3.11 YMCA Agreement 2006/2007

Moved by Councillor Dale Fawthrop, seconded by Councillor Robert Angel that Council accept the recommendation from Administration to enter into a Program Agreement with the Cumberland YMCA, and to authorize the Mayor and CAO to sign on behalf of the Town.

MOTION CARRIED

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 Friday inclusive and will be restricted to maximum of 110 swimmers being admitted on a first come, first served basis. Participation is limited to only those who have been issued a summer recreational swim pass either by the Town of Amherst or the YMCA.

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. 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 **\$ 40,408.00** as outlined in the attached "Appendix A"
 - b) to maintain the YMCA parking lot including patching, line painting and snow clearing. (Estimated value - **\$2,000.00**)
 - c) to pay annual water and sewer rates for the YMCA. (Estimated value - **\$2,400.00**)
 - d) to provide waste disposal services for the YMCA. (Estimated value - **\$2,900.00**)
 - 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) It is understood that the terms of this agreement will be adhered to for both the summer instructional swim program and the recreational swim program if notice of termination as per "d" below is not received prior to July 1st.
 - e) This agreement will remain in force from this date forward contingent on annual approval of funding within the Town of Amherst budget. This agreement may be terminated by either party upon receipt of written notice of 60 days.

7. This AGREEMENT and everything contained in it shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties to it, subject to such consents as required by the terms of this AGREEMENT.

“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		\$ 9,600.00	\$ 4,800.00	\$ 4,800.00
TOTAL		\$ 35,158.00	\$ 17,579.00	\$ 17,579.00

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	
TOTAL		\$ 960.00	\$ 960.00	\$ -

Youth and Teen Program

<u>Category</u>		<u>Costs</u>		<u>Monthly Inv. Sept to June</u>
Friday Prog		\$ 4,290.00		\$ 429.00
TOTAL		\$ 4,290.00		\$ 429.00

RECAP OF YMCA PROGRAMING AND COSTS

Youth and Teen		\$ 4,290.00		Sept. to June
Total Costs		\$ 40,408.00		

3.12 Sale of Lot 2001-01 1 Lord Amherst Drive

Moved by Councillor Dale Fawthrop, seconded by Councillor Terry Rhindress that Council accept the recommendation from Administration and enter into an Agreement of Purchase and Sale with Jim Henwood Auto Sales Limited for the sale of the lot known as Lot 2001-01 on the corner of Lord Amherst Drive and South Albion Street, and authorize the Mayor and Chief Administrative Officer to sign on behalf of the Town.

MOTION CARRIED

THIS AGREEMENT of Purchase and Sale made this ____ day of June, 2006.

BETWEEN:

JIM HENWOOD AUTO SALES LIMITED Hereinafter called “the Purchaser”

- and -

THE TOWN OF AMHERST, Hereinafter called “the Vendor”

Property

1. The Vendor agrees to sell and the Purchaser agrees to purchase from Vendor a lot of land owned by the Vendor being land located on Lord Amherst Drive, known as Lot 2001-1, (PID 25395401), in the Town of Amherst, County of Cumberland and Province of Nova Scotia, herein called "the property".

Purchase Price

2. The purchase price of Two Hundred and Forty Thousand Dollars (\$240,000.00).

Deposit

3. The Purchaser submits with this offer the sum of Five Thousand Dollars (\$5,000.00) cash or cheque payable to the Vendor or the Vendor's Agent as a deposit to be held in trust pending the completion of this agreement and to be credited on the account of the purchase money on closing.

Date of closing

4. The sale shall be completed on or before the 30th day of June, 2006.

Title

5. The Vendor shall convey title to the property by Deed without Covenants. The Vendor (at the expense of the Purchaser) agrees to use best efforts to migrate the property title from the Registry System under the Registry Act to the Land Registration under the Land Registration Act, at least five (5) business days prior to closing, and failing registration, the Purchaser may terminate this agreement and the deposit shall be immediately returned to the Purchaser. On final registration of the property, the Vendor shall so advise the Purchaser, after receipt whereof the Purchaser is allowed three business days to investigate the title to the property, which the Purchaser shall do at the Purchaser's expense. If within that time any valid objection to title is made in writing to the Vendor, which the Vendor are unable to unwilling to remove, and which the Purchaser will not waive, this agreement shall be null and void and the deposit herein shall be returned to the Purchaser without interest and without liability by the Vendor for any expenses incurred or damages sustained by the Purchaser.

Vendor's obligations

6. The completion of the purchase by the Purchaser is conditional upon the Vendor passing a resolution approving of the within sale.

Purchaser's Obligations

7. The Purchaser covenants and agrees with the Vendor as follows:

(a) To purchase the property on an as is basis and to submit plans for the development for approval to the Vendor prior to closing.

8. The Purchaser further covenants and agrees with the Vendor, on or before August 31st, 2006, or at a time as otherwise specified herein to commence construction and other aspects of the development.

9. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressed herein.

10. Transfer of title shall be by Deed without covenants prepared by the Vendor's solicitor. The Vendor shall not provide a warranty for title except that it has done nothing to encumber the property.

Notices

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

To the Purchaser:	Jim Henwood
To the Vendor:	The Chief Administrative Officer The Town of Amherst P.O. Box 516 Amherst, N.S., B4H 4A1

Time

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

Tender of Money

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

Telefacsimiles and Reproduction

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

Governing Law

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

Binding

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

Headings

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

3.13 Sewer Easement – Dickey Park

Moved by Councillor Terry Rhindress, seconded by Councillor Dale Fawthrop to accept the recommendation from Administration to enter into an Easement Agreement with David and Marsha Allen for the use, maintenance and connection to the sanitary sewer line in Dickey Brook, and to authorize the Mayor and Chief Administrative Officer to sign the agreement on behalf of the Town.

3.14 Easement – Heritage Gas – King Street Parking Lot

Moved by Councillor Robert Angel, seconded by Councillor George Baker that Council approve an agreement with Heritage Gas to provide an easement across the Town-owned King Street parking lot, and authorize the Mayor and Chief Administrative Officer to sign such agreement on behalf of the Town.

This Easement made this ___ day of June, A.D. 2006

Between

The Town of Amherst, a municipal corporation in the County of Cumberland and Province of Nova Scotia, being the Owner of the lands described in Schedule "A" herein, hereafter called the "Grantor"

Of the One Part, and

Heritage Gas Limited, a body corporate, of Dartmouth, in the Halifax Regional Municipality, Province of Nova Scotia, Hereinafter called the "Grantee"

Of the Other Part

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, now paid by the Grantee to the Grantor, a receipt of which is acknowledged, the Grantor grants to the Grantee, its successors and assigns an easement and rights:

- 1) To enter, construct, maintain, inspect alter and repair a gas line including all appurtenances to it, on and under the lands described in Schedule "A".
- 2) For the servants, agents, contractors and workers of the Grantee to enter with machinery, material, vehicles and equipment necessary for the use of the easement.

The Grantee covenants to fill in all excavations and as far as practicable restore the surface to the same condition as prior to the commencement of any construction or of any subsequent work to it.

In Witness Whereof the parties have executed this agreement the day, month and year first written above.

SCHEDULE "A"

All that lot of land situate at Amherst, in the County of Cumberland and Province of Nova Scotia, more particularly bounded and described as follows:

Beginning at a point on the northerly boundary line of King Street, a distance of 2.711 meters from a survey marker located at the south easterly corner of a lot of land owned by Casey Realty Limited;

Thence south 31 degrees 24 minutes 09 seconds west a distance of 3.024 meters to a point;

Thence north 65 degrees twenty-six minutes west a distance of 37.662 meters to a point on the eastern boundary line of Clifton Street;

Thence along Clifton Street on a bearing of North 22 degrees 14 minutes 31 seconds east a distance of 3.002 meters to a survey marker;

Thence south 65 degrees 19 minutes east a distance of 38.363 meters to the place of beginning.

Being an easement over lands of the Town of Amherst, known as PID 25369463.

3.15 Expropriation of Parcel Q – 54 Summit Avenue - NTC

Expropriation of certain lands in Amherst, Nova Scotia, for the statutory purpose of construction of the North Town Collector Sewer and future street.

BE IT RESOLVED that the Town of Amherst proceed under the provisions of the *Municipal Government Act, 1998, c. 18, s. 52 as amended, and the *Expropriation Act, R.S.N.S. 1989, c. 156, to expropriate certain lands in fee simple, the interest not to be subject to any existing interest in the land, for the statutory purpose of construction of the North Town Collector Sewer and future street on those lots of land described as follows:**

SCHEDULE "A"

ALL AND SINGULAR THAT CERTAIN PARCEL of land situate northwest of Summit Avenue in Amherst, Province of Nova Scotia being shown as Parcel Q on a Plan of Survey showing lands of Ronal R. Thompson and Marilyn B. Thompson with parcel Q to be expropriated by the Town of Amherst for street purposes prepared by Jerry L. Borden, N.S.L.S. dated the 31st day of May, A.D. 2006 and being more particularly described as follows:

[Directions in the following are oriented to the Nova Scotia Co-ordinate Grid 3 deg. MTM Zone 5 Central Meridian 64 degrees 30 minutes West Longitude]

BEGINNING at a survey marker at the northerly corner of lands of the Town of Amherst (PID 25466103) said survey marker also being N 32 deg 47 min. 06 sec. W a distance of 377.330 metres from Nova Scotia Control Monument No. 15107;

THENCE N 51 deg. 24 min. 03 sec. E a distance of 31.067 metres to a survey marker on the westerly boundary of lands of Robert and Shirley Ann Estabrooks;

THENCE S 43 deg. 09 min. 51 sec. E a distance of 15.288 metres along lands of Robert and Shirley Ann Estabrooks to a survey marker;

THENCE S 51 deg. 24 min. 03 sec W a distance of 30.269 metres to a survey marker on the northeasterly boundary of lands of the Town of Amherst;

THENCE N 46 deg. 07 min. 46 sec. W a distance of 15.373 metres along lands of the Town of Amherst to the point of beginning.

SAID DESCRIBED PARCEL to contain 467.3 square metres

BEING AND INTENDED to be a portion of lands described in a deed to Ronal R. Thompson and Marilyn B. Thompson recorded in the Cumberland Land Registry in Book 305 at Page 183.

Moved by Councillor Ed Chitty, seconded by Deputy Mayor David March that the expropriation be now approved and that the Mayor and Chief Administrative Officer be authorized to execute a Certificate of approval on behalf of the town approving the expropriation of those lands as described in the above resolution.

MOTION CARRIED

3.16 Surplus Properties

Councillor Chitty excused himself from Chambers as there may be a potential conflict.

Moved by Councillor Robert Angel seconded by Councillor Terry Rhindress that Council declare the following properties surplus to Town needs as per Policies 211-07 and 211-08, as recommended by Administration:

Map ID#	Name	PID	Size	Value			
1	Various Lots off Derby and Freeman	25007170	9,146m ²	\$3,300			
		25006941		\$3,800			
		25006891		\$2,000			
		25007139		\$6,100			
		25007147		\$6,100			
		25007154		\$6,100			
		25007186		\$6,100			
		25007089		\$6,100			
		25007097		\$6,100			
		25007105		\$6,100			
		25017690		\$400			
		25017708		NA			
		25007030		\$6,600			
		2		Various lots on Motor Ave	25024522	10,947m ²	\$8,100
25006248	\$2,000						
25006255	\$2,000						
25006263	\$2,000						
25006271	\$4,100						
25024548	\$3,300						
25024555	\$3,000						
25026230	\$17,600						
25032921	\$17,600						
3	Lot off Dale Street		25007386		72m ²		\$1,500
			25371733				NA
4	Street ROW off Franklyn and Vacant Lot	25162389		\$5,000			
5	Walkway to Former RB Dickey School off Rhodes	None	253m ²	NA			
6	Triangle between Dickey Park and Moore Lands	25210188	1,055m ²	NA			
7	Lot adjacent to Northern Telecom Park on Park Street	25041062	662m ²	\$8,000			
		25041088		\$8,000			
8	Vacant lot adjacent to Enheat site on West Pleasant	25027152	901m ²	\$5,400			
9	Vacant Lot on Mill Street	25359498	652m ²	NA			
10	Various Lots off S. Albion behind Deluxe FF	25036161	10,104m ²	\$6,400			
		25036153		\$6,400			
		25036146		NA			
		25036138		NA			
		25036120		NA			
		25036112		NA			
		25036104		NA			
		25036096		NA			
		25036088		NA			
		25036070		NA			
		25036179		NA			
		25036187		NA			
		25036195		NA			
		25036203		NA			
		25036245		NA			
		25036252		NA			
		25036260		NA			
25036278	NA						
25036286	NA						
25036294	NA						
25036302	NA						
11	Lot at beginning of Lord Amherst Drive	25395419	1,5876m ²	\$39,300			
12	Lot next to Super 8	25047200	31,901m ²	\$22,300			
13	272 Vicotria St	25007022	709m ²	\$20,000			
				\$33,800			
14	Land between EB Chandler and Walter Purdy		53,194m ²				
	Land on Blairs lake	25446139	8,780m ²	\$13,000			

15				
16	Former Landfill on MacDonald Road MacDonald Road in front of Former Landfill	25070525	248,266m ²	\$10,400
	MacDonald Road in front of Former Landfill	25078874	8,397m ²	NA
		25078874	11,690m ²	NA
17	Pumping Station Property	25070426	291,384m ²	\$20,700

Maps indicating these properties are attached as Appendices A and B at the end of these Minutes.

3.17 Water and Wastewater Responsible Charge

Moved by Councillor Terry Rhindress, seconded by Councillor George Baker that Council formally appoint the following persons designated to be in direct responsible charge or temporary responsible charge for the Town's water distribution system and wastewater collections system as required by new water and wastewater facilities regulations of the Department of Environment and Labour, and as recommended by Administration:

That Gordon Smith be operator in direct responsible charge for the operation of our water distribution and wastewater collection systems;

That David Gautreau and Leonard Tower be in temporary direct responsible charge of our water distribution system in Gordon Smith's absence;

That Lonnie Melanson and Paul Hawkes be in temporary direct responsible charge of our wastewater collection system in Gordon Smith's absence.

MOTION CARRIED

3.18 UARB Number of Councillors/Polling Districts/Boundaries

Moved by Deputy Mayor David March, seconded by Councillor Robert Angel that a letter be sent to the Nova Scotia Utility and Review Board confirming the current number of councilors (six councilors elected at large and one mayor elected at large) as required by the Municipal Government Act, s. 369, and indicating that the geographic size of the town is 12.6 square kilometers and the population is 9,470 (2001 census).

MOTION CARRIED

3.19 Tender – Sewer Main Cleaning

Moved by Councillor Terry Rhindress, seconded by Councillor Ed Chitty that Council award the contract for sewer main cleaning to Industrial Hydrovac at their low tender price of \$19,435 (HST included) with funding to come from the 2006/07 Sewer Operating Budget, as recommended by Administration.

MOTION CARRIED

3. 20. Summer Council Meetings

Moved by Councillor Robert Angel, seconded by Councillor Terry Rhindress that the regular meetings of Council for July and August be cancelled, and that special meetings be convened to address any issues which may arise prior to the next regular meeting scheduled for Monday, September 25, 2006.

MOTION CARRIED

3. 21. Amherst Little League

Moved by Councillor Dale Fawthrop, seconded by Councillor George Baker that the Town of Amherst provide programming assistance in the amount of \$500 from the Youth Programs Operating Budget to the Amherst Little League Baseball Association, as recommended by Administration.

MOTION CARRIED

3.22 CJSMA

Moved by Councillor Terry Rhindress seconded by Deputy Mayor David March to approve the supplemental contract for the Leachate/Septage Treatment Facility as recommended by the CJSMA, and authorize the Mayor and Chief Administrative Officer to sign on behalf of the Town.

MOTION CARRIED

THIS SUPPLEMENTAL CONTRACT dated the ___ day of June 2006

BETWEEN:

The Municipality of the County of Cumberland (hereinafter called the "County") of the first part

AND

Cumberland Joint Services Management Authority (hereinafter called the "CJSMA") of the second part

AND

The Municipality of the County of Cumberland, the Town of Amherst, the Town of Springhill, the Town of Parrsboro and the Town of Oxford (hereinafter called the "Facilitating Municipalities") of the third part

WHEREAS the parties entered into an agreement dated the 13th day of July, 2005 (the "Agreement") for the design, construction and operation of a Leachate and Septage Treatment Facility at the Little Forks Landfill site;

AND WHEREAS the call for tenders in regards to the Facility's construction is now complete;

AND WHEREAS the lowest tender estimates the Capital Costs (as defined in the Agreement) to be \$765,831.08;

AND WHEREAS under section 7.6 of the Agreement any of the parties could nullify the Agreement if the tendered Capital Costs exceeded \$630,000.00

NOW THEREFORE for and in consideration of the mutual covenants and agreements herein set out and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant, agree, represent and warrant as follows:

1. All of the defined terms as set out in the Agreement shall continue to have the same meaning in this Supplemental Agreement unless expressly stated otherwise.
2. All of the terms of the Agreement continue in full force except for what is specifically amended in this supplemental Agreement.
3. Each party hereby waives its right to nullify under section 7.6 of the Agreement.
4. Section 5.3 of the Agreement is struck out and replaced with the following: "On or before June 30th, 2006, each of the Facilitating Municipalities shall approve borrowing resolutions sufficient to cover its portion of the Capital Costs. For clarity, the Facilitating Municipalities shall pass borrowing resolutions in the amounts that follow:
 - (a) Town of Amherst = 42.65% of \$612,664.87 = \$261,301.56
 - (b) Town of Springhill = 11.31% Of \$612,664.87 = \$69,292.40
 - (c) Town of Parrsboro = 3.55% of \$612,664.87 = \$21,749.61
 - (d) Town of Oxford = 6.93% of \$612,664.87 = \$42,457.68
 - (e) County of Cumberland = 35.56% of \$612,664.87 = \$217,863.62
5. On or before June 30th 2006 each of the Facilitating Municipalities shall approve a resolution authorizing Tanya MacKenzie to sign the contract for the construction of the Liquid Treatment Works on its behalf. The resolution passed by each of the Facilitating Municipalities shall state that Tanya MacKenzie is given the authority to sign on behalf of the Facilitating Municipality and also to bind that Facilitating Municipality.
6. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Counterparts may be delivered either in original or faxed form and the parties adopt any signature received by a receiving fax machine as original signatures of the parties.

Moved by Councillor Terry Rhindress seconded by Councillor Fawthrop THAT Council approve the CJSMA recommendation to award the tender to Atlantic Industrial Services in the amount of \$989,165 plus HST.

MOTION CARRIED

Moved by Councillor Terry Rhindress, seconded by Councillor Robert Angel to approve the borrowing resolution in the amount of \$261,254:

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:

- solid waste management;

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 Two Hundred Seventy-One Thousand Two Hundred Fifty Four Dollars (\$261,301) 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 Two Hundred Sixty-One Thousand Three Hundred and One Dollars (\$261,301) 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

Moved by Councillor Terry Rhindress, seconded by Councillor George Baker that Council authorize Tanya MacKenzie to sign on behalf of the Facilitating Municipalities for the Liquid Treatment portion of the Leachate/Septage Facility, as recommended by the CJSMA.

MOTION CARRIED

3.23 2006/07 Operating and Capital Budgets

Once again it is budget time. The process of formulating the budget was a particularly challenging one this year. Many issues impacted the estimates.

While residential assessment grew by 6.41% and commercial assessment by 2.88%, the phase out of the Business Occupancy Assessment and tax hit us hard resulting in a loss of \$9.8 million in Business Occupancy Assessment and a tax revenue loss of approximately \$334,000.

Overall expenditures are projected to rise by 5.3% or \$668,505 to \$13.6 million. Wages and benefits increased this year by \$500,000 or 9.7%. Most of the increase can be attributed to addressing a pension deficiency, the new police contract, providing some additional hours for fire inspection, the addition of a second IT position, and normal cost of living type increases.

Other costs of providing municipal services continue to rise as well, with an increase in the amount for electricity of 10% or \$40,000. Materials and supplies are also up \$100,000, the main source of which is a 25% increase in the cost of asphalt for patching.

While we have made provisions in the budget for some modest increases in provincial transfers for items like assessment, corrections and education, a significant reduction in the amount provided for the housing authority has resulted in an overall decrease of 1.8% or \$33,000 in provincial transfers. Equalization from the Province of Nova Scotia is projected to rise by 18% or \$165,000.

This year marks the year that the Town's five year commitment to the hospital is complete with the debt service related to the \$1,162,125 contribution finally being retired. The additional five cents on the tax rate specifically for that purpose is also disappearing.

As has been noted previously, Council has two major capital projects firmly in its sights: the renovation of the Amherst and the future Sewage Treatment Plan. Both of these projects will require the Town to take on additional debt in the near future.

In terms of the Capital Program, the following is included in the budget package being presented for Council's consideration:

Water - \$171,000	
Replace 4" Cast water mains – Croft from Spring to Albion	101,000
Replace 4" Cast water mains – Rambler	70,000
Sanitary Sewer System - \$1,549,000	
Trunk Sewer Phase 3 – North Town Collector	1,400,000
Sewage Treatment Plant Design	12,000
Rebuild Sewer Main on Croft Street from Albion to Spring	97,000
Rebuild Sewer Main on Rambler Street	40,000
Operational Services - \$797,941	
Natural Gas Conversion – holdback from 2005/06	6,741
Replace 1987 950B Loader	180,000
Paving and Curbing gravel streets – Webster & Paradise	141,900
Paving and Curbing Gravel Streets – Abby Road & Ridgewood	84,900
New Gantry Crane and Hoist	7,500
Pulverize and Repave Streets- Croft	40,000
Cold Mill and Repave Streets – Chamberlain	25,400
New Pedestrial Crossing at Hickman on West Victoria	10,000
Robert Angus Drive Sidewalk	171,000
Cold Mill and Repave Streets – Hickman South	12,600
Asphalt Overlay to Streets – Park South	16,500
Asphalt Overlay to Streets – Admore	9,100
Asphalt Overlay to Streets – Ottawa	17,800
Asphalt Overlay to Streets – Smith	9,900
Pulverize and Repave Streets – Redland	40,100
Pulverize and Repave Streets – Meadow	10,300
Cold Mill and Repave Streets – Ratchford	14,200
Recreation Facilities - \$1,146,285	
Stadium Renovations	821,000
Stadium Design Work (already approved by Council)	129,000
Dickey Brook – Stabilize banks, new landscaping	20,000
Replace 1996 used crew cab	35,000
Boom flail for trackless	31,200
Upgrade Playground equipment	25,000
Lions Playground Equipment	70,085
Little League Clubhouse	15,000
Planning and Development Department - \$20,000	
Building/Development Permit Tracking Software	20,000
Police Department - \$84,625	
Flooring	20,200
Dispatch Console	20,750
Video Surveillance	10,000
Dispatch Air Exchanger	5,175
Digital Car Camera	9,500
Office Renovations	19,000
Fire Department - \$322,045	
Fire Pumper Truck, to replace existing 1978 GMC Pumper	311,000
Turnout Gear Drying Cabinet	11,045

Now, a word on taxes and user fees: Last year's residential tax rate of \$1.69 included a five cent charge for the hospital commitment. While the five cents has run its course in terms of the hospital amount, the budget being presented includes a charge of three cents, the proceeds of which are going to debt reduction. We propose to pay down some existing debentures which will come due in the near future. The resulting residential tax rate would be \$1.67.

On the commercial side, last year's rate of \$3.40 was sufficient to meet our commitment when the Town had the benefit of 100% of Business Occupancy Assessment. As previously mentioned, the phase out costs the Town of Amherst approximately \$334,000 this year. To recover that loss, the rate on commercial and remaining business occupancy assessment is proposed to rise by 25 cents plus the three cent debt reduction charge. The resulting commercial rate would be \$3.68. While some will pay less and some will pay more, the effective tax rate remains the same.

There are no increases in the sewer user charge being proposed this year. However, in order to raise funds for the proposed Sewage Treatment Plant, a flat charge of \$23 per year is proposed on all commercial and residential accounts. The proceeds from this new charge will be placed in a dedicated reserve along with our gas tax revenues to build a cash reserve of \$3,000,000 in five years to assist in funding the Town's share of this project. This charge will appear on tax bills not the water/sewer bills.

No change is proposed in the solid waste uniform charge of \$150.00.

In summary then, the residential rate goes from \$1.69 to 1.67, the commercial rate goes from \$3.45 to \$3.68, the solid waste and sewer user rates stay the same, and a new sewer capital charge of \$23 per year is introduced. All of this to finance a \$13.6 million operating budget along with a \$4 million capital budget.

1. Police Commission Item

Moved by Councillor Ed Chitty, seconded by Councillor George Baker that Council deny the Police Commission’s request that an additional full time position be added to the staff complement as a “Case Management Reader” at a cost, for one half of the year, of \$40,000, to be funded from the additional funds being generated by “Back Check” and that the CAO be directed to write to the Police Commission informing them that this request is denied due to the fact that significant resources are already allocated to the Police Department in a year where a new collective agreement has just come into effect, and that further allocations of financial resources to the department, from an organizational point of view, would not be appropriate.

**MOTION CARRIED 6-1
Nay: Councillor Angel**

Moved by Dale, seconded by Ed Chitty that Council meet with Bill Casey to discuss increased policing costs caused by federal requirements.

MOTION CARRIED UNANIMOUSLY

2. Estimates f Revenues and Expenditures

Moved by Deputy Mayor David March seconded by Councillor Dale Fawthrop that Council accept the following estimates of the sums required by the Town of Amherst for the fiscal period ending March 31, 2007, prepared in accordance with Section 72 of the *Municipal Government Act*:

Revenues	
Taxes	9,997,362
Grants in Lieu of Taxes	273,525
Services Provided to Other Local Gov't	189,705
Sale of Services	1,140,722
Other Revenue from Own Sources	684,363
Unconditional Transfers	1,087,554
Conditional Transfers	10,200
Total Revenues	13,383,431
Expenditures	
Corporate Services	4,025,231
Police Services	2,739,346
Fire Protection Services	1,401,526
Operational Services	3,440,164
Planning	354,560
Community & Economic Development	1,422,604
Total Expenditures	13,383,431

MOTION CARRIED

3. 2006/2007 Tax Rates

Moved by Deputy Mayor March, seconded by Councillor George Baker that:

WHEREAS total estimated expenditures for the fiscal period are \$13,383,431; and whereas total estimated revenues, other than taxes to be levied are \$4,262,047; and whereas the balance of revenues required, \$9,121,384 must be rated;

THEREFORE BE IT RESOLVED THAT the tax rates for the Town of Amherst for the fiscal year ending March 31, 2007 are as follows:

Residential	\$1.67 per \$100 of assessment
Non-residential	\$3.68 per \$100 of assessment

AND that these taxes are due and payable on September 30, 2006 with interest to be charged on all final tax accounts outstanding on or after October 1, 2006 at the rate of 1% per month, 12% per annum.

MOTION CARRIED

4. 2006/2007 DARS Area Rates

Moved by Deputy Mayor March, seconded by Councillor Ed Chitty that:

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2007 the amount of \$52,158 to be disbursed to the Downtown Amhe4st 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:

Commercial \$13,076,500 Business Occupancy \$4,562,400

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, 2007 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, 2006 with interest to be charged on all final tax accounts outstanding on or after October 1, 2006 at the rate of 1% per month, 12% per annum.

MOTION CARRIED

5. Solid Waste Management Uniform Charge

Moved by Deputy Mayor David March, seconded by Councillor Dale Fawthrop that:

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2007, the amount of \$457,000 to be expended for the purpose of Solid Waste Management, a purpose for which the Town may expend funds; and

WHEREAS there are approximately 3,046 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, 2007 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, 2006 with interest to be charged on all final tax accounts outstanding on or after October 1, 2006 at the rate of 1% per month, 12% per annum.

6. **Sewage Treatment Plant Uniform Charge**

Moved by Deputy Mayor David March, seconded by Councillor Rhindress:

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2007, an amount to be raised and transferred to reserves for the Capital Cost of a new Sewage Treatment Plant, a purpose for which the Town may expend funds; and

WHEREAS there are approximately 3,960 property assessments within the boundaries of the Town of Amherst; and

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

THEREFORE BE IT RESOLVED that a uniform charge of \$23 be levied for the fiscal year ending March 31, 2007 on each property assessment within the boundaries of the Town of Amherst in residential and commercial property and that these uniform charges are due and payable on September 30, 2006 with interest to be charged on all final tax accounts outstanding on or after October 1, 2006 at the rate of 1% per month, 12% per annum.

7. **Capital Budgets, General and Water**

Moved by Deputy Mayor David March, seconded by Councillor Ed Chitty that Council approve the 2006/2007 General Capital and Water Capital budgets as presented, totaling \$4,090,896 to be funded as follows:

Bridge Financing	571,000
Capital borrowing	1,664,463
Capital from revenue	222,808
Transfers from reserves	591,000
Transfers from reserves – Back Check	84,625
Infra-Structure Grant	880,000
Other	77,000
TOTAL	4,090,896

8. **Sewer Rates Resolution**

Moved by Deputy Mayor March, seconded by Councillor George Baker

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.

9. **Requests for Financial Assistance**

Moved by Deputy Mayor David March, seconded by Councillor George Baker 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	4,000
Amherst Food Assistance Network	2,000
Cumberland County Black Artisans Society	500
Tantramar Theatre Society	1,000
Showcase Productions Society	1,000
Lillian Albion Cumberland County Animal Shelter	1,500
Amherst Assoc. for Healthy Adolescent Sexuality	1,000
Maggie's Place	1,000
Cumberland Early Intervention Program	1,000
Amherst Cemetery Company	500
TOTAL	23,500

MOTION CARRIED

10. **General Borrowing Resolution**

*The following borrowing resolution is 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, 2007:*

Moved by Deputy Mayor David March seconded by Councillor Terry Rhindress:

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, 2007, and the promissory note or notes of the Corporation, if any, given therefore, if made payable before that said 31st day of March, 2007 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, 2007; 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

11. **Temporary Borrowing Resolutions, Capital**

Moved by Deputy Mayor David March, seconded by Councillor Ed Chitty

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;
- police services;
- equipping and maintaining fire departments or emergency services providers;
- playgrounds, trails including trails developed, operated or maintained pursuant to an agreement made under clause 59(c), bicycle paths, swimming pools, ice arenas and other recreational facilities;
- solid waste management facilities;

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 Four Million and Ninety Thousand Eight Hundred and Ninety Six Dollars (\$4,090,896) 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 Four Million and Ninety Thousand Eight Hundred and Ninety Six Dollars (\$4,090,896) 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.06/07-01 - Various Purposes

GENERAL

Paving	603,700
Transportation equipment	187,500
Transportation Other	6,741
Recreation Equipment	196,285
Stadium Renovation	950,000
Planning Equipment	20,000
Police Equipment & Building Improvements	84,625
Fire Truck	311,000
Fire Equipment	11,045

SEWER

Sewer Main Replacements	137,000
North Town Collector – Sewer Treatment Plant	1,412,000

WATER

Water Main Replacements	171,000
	<u>\$4,090,896</u>

4. INFORMATION ITEMS

4.1 Coach Car Disposition

Councillor Dale Fawthrop presented the following report:

At the regular meeting of Amherst Town Council held on May 29, 2006, staff was directed to bring a Request for Decision forward to Council in June regarding the final disposition of the Centennial Coach Car. Since this time, staff has had several inquiries related to the acquisition of the Centennial Coach Car from both organizations and individuals. Staff is currently working with each of these in hopes that a creditable proposal will be forthcoming which will address our requirements. Therefore, it would be prudent at this time for staff to delay providing Council with a recommendation as to the final disposition of the Coach Car for a month to six weeks, until each of these opportunities are pursued.

5. ADDITIONAL ITEMS

5.1 Request for Zoning Change, South Albion Street

Moved by Councillor George Baker, seconded by Councillor Ed Chitty that Council request that the PAC explore the merit of rezoning South Albion Street from Chamberlain Street to East Pleasant Street.

MOTION CARRIED

5.2 Human Resource Changes

Moved by Deputy Mayor David March, seconded by Councillor Terry Rhindress that the position of Recreation Facility Manager be deleted from the Organizational Chart effective July 1, 2006.

MOTION CARRIED

Moved by Deputy Mayor David March, seconded by Councillor Ed Chitty that Council authorize the payment of a severance package to Mr. Patrick Dixon, the incumbent in the Recreation Facility Manager position, in the amount of six months salary and medical benefits.

MOTION CARRIED

Moved by Deputy Mayor David March, seconded by Councillor Robert Angel to authorize the creation of and addition to the Organizational Chart the position of Technology Assistant at Job Level 4, effective October 1, 2006.

MOTION CARRIED

5.3 Canada Day Update

Councillor Ed Chitty updated Council with plans for Canada Day activities. Mayor Hallee and Councillor Fawthrop will be unable to attend the festivities, and will be represented by Deputy Mayor March and Councillor Chitty respectively.

5.4 MOU – C-Vision & the Town of Amherst

Moved by Councillor Dale Fawthrop, seconded by Councillor Terry Rhindress to enter into Memorandum of Understanding with C-Vision related to an application for funding being submitted by C-Vision under the Atlantic Innovation Fund.

MOTION CARRIED

*Memorandum of Understanding
Between C-Vision Ltd. And the Town of Amherst*

Introduction

C-Vision Ltd. Is creating private and public partnerships to secure AIF funding for the development of LED (Light Emitting Diode) based streetlighting. If C-Vision receives funding through AIF for the research and development of this product, C-Vision intends to work with the Town of Amherst on some part of the research, piloting, field testing, or some other part of the project.

This Memorandum of Understanding (MOU) sets out the basis on which C-Vision and the Town of Amherst intend to work together on the AIF funded LED Streetlighting Project.

Requirement

C-Vision will work to develop a sound proposal to win the AIF funding for an LED Streetlighting Project. C-Vision will act as the key collaborator in this project. C-Vision will identify the required services needed to research, design, develop, prototype, test, pilot, manufacture and commercialize this product, and facilitate the interaction and collaboration of all key partners. In doing, C-Vision has qualified the Town of Amherst as a key partner and may provide the opportunity for the Town of Amherst to participate in the project on those parts that are applicable to their capabilities.

Intellectual Property

Any designs, inventions, prototypes, new processes, or any intellectual property of any kind developed throughout the project shall be owned wholly by C-Vision Ltd.

Terms of Understanding

Unless extended in writing, this MOU shall expire and terminate on June 28, 2007 or upon execution of a long term business arrangement, whichever first occurs. Notwithstanding the foregoing, should either party determine at any time that further cooperative efforts are not likely to be productive or likely to result in a long-term business arrangement, such party may terminate this MOU upon giving the other sixty (60) days prior written notice.

Confidentiality

During the term of this MOU, it may be necessary for either party to provide confidential information to each other. IN such event, the disclosure and use of all confidential/proprietary information shall be in accordance and subject to the provisions of a Non-Disclosure Agreement.

Upon any termination of this MOU and upon request of either party, all proprietary information, papers or reports furnished by either party under this MOU shall be returned by the recipient except to the extent otherwise permitted or as provided in a Non Disclosure Agreement. Following such termination, neither party shall have any obligation to the other, except as otherwise specifically stated herein, or as may be provided in any definitive agreement.

Relationship

This MOU is not intended to legally create a joint venture, partnership or any other legal relationship and does not guarantee work between the two parties. This MOU is not intended to be a legally binding agreement and nothing in this MOU, with the exception of (i) the confidentiality provisions, and (ii) the intellectual property provisions, which provisions shall be interpreted in accordance with the laws of the Province of Nova Scotia, Canada, shall be legally binding upon the parties. It is the intention of the parties that this MOU shall have no legal or contractual effect and that its purpose is to set out the discussions of the parties regarding the potential of establishing a formal business arrangement.

6. INFORMATION ITEMS**6.1 Planning and Development Department Monthly Report**

Moved by Councillor George Baker, seconded by Councillor Dale Fawthrop to adopt the following Planning and Development Department Monthly Report.

MOTION CARRIED

Building Activity

As of May 31, 2006 the total value of building permits issued in the Town was **\$5,224,100** compared to **\$1,599,400** last year. During the last month there were new 3 single detached dwellings and one 4- unit apartment building constructed within Town. In addition, a new office building (Casey Concrete) was constructed on Park Street.

Dangerous and Unsightly Premises

So far this year we have had 7 complaints of which 4 have been resolved. We currently have 4 remaining complaints from last year for a total of 7 open complaints. All the complaints have been investigated are being actively pursued by the Unsightly Premises Administrator.

Spring Clean-up was completed in May and we would like to remind people to ensure any items not picked up are now the responsibility of the property owner.

Training

On May 25 – 26 the Nova Scotia Planning Directors Association held their annual spring planning conference. In attendance from the town were the Director of Planning and Development, 2 Councilors and 2 public members of the Planning Advisory Committee. There were many interesting speakers and it is hoped that their presentations will be posted on the Service Nova Scotia Web Site shortly.

Other Towns

Over the last month staff have been busy conducting work on the Town of Parrsboro's new Municipal Planning Strategy as well as processing a number of re-zoning applications in the Town of Springhill. Also for Springhill, staff have been working on updating engineering data for their geographic information system.

6.2 Corporate Services Department Monthly Report

Moved by Deputy Mayor David March, seconded by Councillor Ed Chitty to adopt the following Corporate Services Monthly Report.

MOTION CARRIED

MONTHLY EXPENDITURES

Expenditures during the month of May 2006 totaled \$1,215,739 compared to \$1,152,435 for the same month last year.

	May-06	May-05
Corporate Services	\$ 280,518	\$ 312,625
CAO's Office	39,735	36,844
Police Department	157,650	156,801
Fire Department	95,046	94,108
Operational Services	477,540	393,348
Planning Department	24,020	25,499
Community & Economic Development	31,569	26,172
Water	109,661	107,038
	<u>\$ 1,215,739</u>	<u>\$ 1,152,435</u>

YEARLY OPERATING STATEMENT

As of May 31, 2006 we are 2 months into our fiscal year. Our total revenue to date is \$5,064,651 compared to the budgeted amount of \$5,100,676. Our total expenditures to date are \$1,794,963 compared to the budgeted amount of \$2,030,271.

	YTD	Budget	Variance	%
Corporate Services				
Revenue	\$ (4,601,705)	\$ (4,677,445)	\$ (75,740)	98.38%
Expenditure	453,511	481,975	28,464	94.09%
Net Cost (Contribution)	<u>(4,148,194)</u>	<u>(4,195,470)</u>	<u>(47,276)</u>	
CAO's Office				
Revenue	-	-	-	0.00%
Expenditure	67,638	79,907	12,269	84.65%
Net Cost (Contribution)	<u>67,638</u>	<u>79,907</u>	<u>12,269</u>	
Police Department				
Revenue	(54,882)	(32,980)	21,901	166.41%
Expenditure	311,170	393,781	82,611	79.02%
Net Cost (Contribution)	<u>256,289</u>	<u>360,801</u>	<u>104,512</u>	
Fire Department				
Revenue	(23,670)	(24,951)	(1,281)	94.87%
Expenditure	194,484	222,407	27,922	87.45%
Net Cost (Contribution)	<u>170,814</u>	<u>197,456</u>	<u>26,641</u>	
Operational Services				
Revenue	(365,433)	(350,550)	14,883	104.25%
Expenditure	668,904	736,670	67,766	90.80%
Net Cost (Contribution)	<u>303,471</u>	<u>386,120</u>	<u>82,649</u>	
Planning & Development				
Revenue	(18,962)	(11,750)	7,212	161.37%
Expenditure	49,028	57,176	8,148	85.75%
Net Cost (Contribution)	<u>30,067</u>	<u>45,426</u>	<u>15,359</u>	
Community & Economic Development				
Revenue	0	(3,000)	(3,000)	0.00%
Expenditure	50,227	58,355	8,128	86.07%
Net Cost (Contribution)	<u>50,227</u>	<u>55,355</u>	<u>5,128</u>	
Grand Totals				
Revenue	(5,064,651)	(5,100,676)	(36,025)	99.29%
Expenditure	1,794,963	2,030,271	223,039	88.41%
Net Cost (Contribution)	<u>\$ (3,269,688)</u>	<u>\$ (3,070,404)</u>	<u>\$ 187,014</u>	<u>106.49%</u>

COLLECTIONS

Total amount owing to the Town at the end of May 2006 was \$1,724,596. During the month of May 2006 we collected \$4,377,414.

	31-May-06			31-May-05		
	Current	Prior	Total	Current	Prior	Total
Property Taxes	\$ 706,909	\$ 360,432	\$ 1,067,342	\$ 599,933	\$ 432,691	\$ 1,032,624
Business Taxes	111,234	178,589	289,823	144,528	260,476	405,003
Sewer Rates	54,750	57,514	112,264	62,545	86,952	149,497
Water Rates	59,733	132,905	192,638	83,877	174,594	258,471
Other	40,428	22,101	62,529	18,236	38,717	56,953
	<u>\$ 973,054</u>	<u>\$ 751,542</u>	<u>\$ 1,724,596</u>	<u>\$ 909,119</u>	<u>\$ 993,430</u>	<u>\$ 1,902,549</u>

Amounts collected in the month of May 2006:

Property Taxes	\$ 3,416,625	
Business Taxes	459,432	
Sewer Rates	130,135	
Water Rates	149,133	
Other	222,090	Note 1
	<u>\$ 4,377,414</u>	

6.3 Operational Services Department Monthly Report

Moved by Councillor Ed Chitty, seconded by Deputy Mayor David March to adopt the following Operational Services Department Monthly Report

MOTION CARRIED

The Town experienced very good weather during the month of May. Our works crews have been busy with the repair of traffic signs, street patching, line painting and brush pickup. The salt trucks were reconfigured for summer work and the street sweeper was used every day possible.

All of the parking lots and Town sidewalks were swept with our sidewalk broom, with special attention being paid to the downtown area. Operational Services are hiring three students who will work in the downtown area every morning from Monday to Friday. Their duties will include sweeping sidewalks, pulling weeds and generally improving the cleanliness of the downtown core.

As part of the annual spring clean-up we used our tree chipper to reduce Christmas trees and brush to mulch. This mulch is available for pick-up by Amherst residents at the Public Works Garage between Monday and Friday 8:00 a.m. to 4:00 p.m. Interested individuals will have to load their own vehicles.

Our asphalt patching program began on May 8th. Utility cut patching is now complete and street patching is almost complete for this season.

Street line marking started about a month earlier than last year and we are currently nearing the completion of this work.

Throughout the month our crews were also busy working with the gas line installation contractor, RB Somerville, in the location of our underground services prior to gas line installation. It is anticipated that this installation of new gas distribution main will be complete this week at which time we will have approximately 31km of gas mains in the Town of Amherst. Heritage Gas will continue the work involved in installing service laterals to hook-up new natural gas customers.

Phase 1 of renovations has begun at the Stadium with the reconstruction of team rooms and public washrooms. The general contractor is Avondale Construction of Moncton.

All of our parks and athletic fields are now in full operation. All Parks crews are full-out in keeping up with the maintenance of grass, planting flowers and preparing beds. Four maple trees were planted in Curry Park to replace trees that have been removed over the past couple of years.

Installation of the new play structure at Lion's Park has started; this will include a rubberized surface. New swing sets will soon be installed at Harding and Rotary Centennial Park.

The 2nd Annual Children's Water Environment Festival was held on Friday, June 2 at the Amherst Fire Hall. The day consisted of Grade 4 students from West Highlands Elementary and Spring Street Academy participating in nine hands-on activities related to water conservation and environment. Along with Town staff, representatives from Nova Scotia Department of Environment, Ducks Unlimited Canada and Cumberland Joint Services Management Authority participated in the Festival, which again was very successful this year.

Following the presentation of the report, Councillor Baker questioned why it appears that Heritage Gas is required to have stricter traffic control (i.e. flag persons) than the Town's asphalt patching crew. CAO Greg Herrett noted the enquiry and will look into the issue.

6.4 Police Department Monthly Report

Moved by Councillor Robert Angel, seconded by Councillor Terry Rhindress to adopt the following Police Department Monthly report.

MOTION CARRIED

Personnel

Cst. Reid, who has been off duty due to a work related injury since September 2005, will return to work in June. Cst. Becker is off duty on sick leave for approximately six weeks, beginning on June 9th. Cst. Murray is off duty due to a work related injury since early April. It has not been determined when he will be returning. Two cadets from the Atlantic Police Academy in PEI will complete the on-the-job training portion of the Police Sciences program at our department this summer. Darryl Carter of Moncton N.B. and Christopher Jobe of Springhill N.S. will be coached by Cst. Steve Maddison and Cst. Dwayne Pike respectively from June 12th – August 18th. Five people were hired recently on an "on-call" basis to act as guard/matron in our lockup facilities.

Training

Cst. Tasha Estabrooks attended a one day Women in Law Enforcement conference in Halifax in May. Sgt. Blakeney and Cst. Hunter attended a workshop in Halifax entitled "The Changing Face of Fraud", hosted by the Halifax Regional Police Integrated Financial Crime Section. Topics included Bank Card Skimming, West African Scam Letters, Identity Theft and other current fraud related issues. Cst. Fudge attended a "Basic Integrated Auto Theft Workshop" in Truro in early June, covering statistics, law, case law, etc.

Major Crime Unit

Major Crime members are investigating complaints of computer fraud of approximately \$75,000. Two suspects are under investigation at this point. DNA matches have resulted in the solving of two incidents of break enter and theft in Amherst. Charges are pending against two adult males in these incidents.

Major Crime members assisted the RCMP Customs & Excise Division and Springhill Police Department in the execution of two search warrants in the Springhill area. Items seized included approximately 120 bags of illegal tobacco, marihuana plants and weapons that were not properly stored. Charges are pending.

6.5 Fire Department Monthly Report

Moved by Councillor Terry Rhindress, seconded by Councillor Dale Fawthrop to adopt the following Fire Department Monthly Report.

MOTION CARRIED

ALARM RESPONSES:

From - May 9/06 the members of our Fire Department were unusually busy responding to emergency calls. We had 15calls in total, 12 calls in the Town of Amherst and 3 calls to the County coverage area.

TRAINING AND FIRE DEPT. ACTIVITIES:

Training arrangements have been made between the Nova Scotia Firefighters School, the Fire Marshals Office and our Fire Department, so that almost all of the required training for our firefighters can be done in Amherst by our own trained instructors, this will only require our trainees to attend one weekend at the Fire School in Waverley to obtain their Provincial Certification. Due to the extent of uncontrolled vandalism at the Pumping Station property the Fire Department is looking for a new location to establish a local training centre. When a suitable site is found the large 40 foot containers that are presently at the pumping station will be relocated and used as intended.

FIRE PREVENTION and Emergency Preparedness:

Members from our fire prevention committee recently visited a number of local pre-school children and entertained them with a movie designed to teach them to be aware of the dangers of fire and how to escape from their homes in the event of a fire. Each of the children also received a gift package the firefighters, containing fire prevention material that included activity books and coloring books.

With hurricane season along the Atlantic coast approaching, people need to be reminded to be prepared for severe weather and how they are going to protect themselves. Emergency preparedness information is available to the public all year long and can be picked up at the fire station and the lobby at Town Hall.

6.6 Community and Economic Development Department Report

Moved by Councillor Dale Fawthrop, seconded by Councillor Ed Chitty to adopt the following Community and Economic Development Department Report.

MOTION CARRIED

Tourism Information Services

We now have 3 Tourism Information staff in place at the Amherst Kiosk at the Visitors Information Centre at the Border. Traffic to date appears to be light for this time of year. With school coming to an end and families taking summer holidays, we hope to see significant increases over the next 2 months.

2006 Fishing Derby

On May 26 the annual Youth Fish Derby was held with youth ranging in ages from 15 and under, participating. Even with the inclement weather, participation levels were good and all participants appeared to enjoy themselves. Once again this event was supported by the Department of Agriculture & Fisheries and the Amherst Fire Department. Without the continued corporate sponsorship by the Amherst Canadian Tire Store this event would not be the success it has become over the years.

Relay for Life 2006

The Canadian Cancer Societies Annual Relay for Life was held in Amherst on Friday night, June 9th, at Robbs Park. This is the third year for this event in Amherst and despite the damp weather, organizers have deemed it to be highly successful. All participants, volunteers and event planners have to be congratulated for a running a well organized event.

Community and Youth Summer Programming

Summer Staff related to Community Events and Programs are now in place and playground supervisors have started this week with preparations for the summer playground program commencing on July 4th at McDonald's/Rotary Accessible Play Area, Elmwood Park and Lions Park slated for supervision. In addition, our Tennis instructional program will be based out of Lions Park Courts and Church Street Courts. The tennis program is becoming very popular and we encourage any youth interested in participating to sign up now at our summer office in the heated room on the second floor of the Amherst Stadium.

The Summer Recreational Swim Program and the Instructional Program will commence on July 4th at the YMCA. Recreational Swim Passes for Amherst Residents are available at our summer office in the heated room at the Stadium or at the Cumberland YMCA. There is a fee of \$50.00 for non residents who may wish to participate. **Please note that passes for children will only be issued to parents or guardians.**

As in past years, plans are underway for various day trips for both youth and seniors though the summer months including a senior bus trip to the International Tattoo on July 2nd, in Halifax.. (Trip is sold out) Details on our summer programs and planned trips can be obtain by contacting our summer office at 667-6509.

Communities in Bloom Program

This summer the Town of Amherst will participate in the National edition of the Communities in Bloom Program once again this year. This program was developed to encourage residents, business, and service groups to be involved in improving the tidiness, appearance, and visual appeal of or community. Two national CIB judges will be in our community in August to evaluate this community in eight categories.

In addition, applications are being accepted by Community and Economic Development for its Best Kept Yard contest. Entry forms are available from the Town Hall or from its Summer Program Office located on the second floor of the Amherst Stadium. The contest in its fourth year is offered to increase community awareness and to foster civic pride. The contest is conducted in four categories; single residential, multi residents, industrial and commercial. A prize of \$50 is awarded in each category except single residential were a \$50 prize is awarded in each of the five predetermine districts established by Community and Economic Development.

7. ADJOURNMENT

On motion by Councillor Terry Rhindress, the meeting adjourned at 8:50 PM.

APPROVED:

.....
Gregory D. Herrett, CAO

.....
Jerry Hallee, Mayor