

Regular Council Meeting

Minutes

Date of Meeting: Monday, June 25, 2012
Location: Council Chambers, Town Hall

Members Present: Mayor Robert Small
 Councillor George Baker
 Councillor Robert Bird
 Deputy Mayor Dale Fawthrop
 Councillor David March
 Councillor Terry Rhindress
 Councillor Robert Angel

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

1. O'CANADA

2. HEARINGS / PRESENTATIONS / PETITIONS

2.1. Presentation to Shirley Nickerson

Council recognized Shirley Nickerson on her retirement as curator and manager of the Cumberland County Museum and Archives and presented her with a plaque.

2.2. Presentation to Councillor Angel

Mayor Small presented a plaque to Councillor Angel, thanking him for his term as Deputy Mayor in 2008-2009. (Plaques had been presented to other Councillors who served as Deputy Mayor at the May 28, 2012 regular meeting.)

3. CALL TO ORDER

3.1. Amendments to the Agenda

Councillor Baker proposed the following amendments to the agenda:
delete 4.9 Easement Agreement; delete 4.15 Real Estate Sign on Derby Street; add 5.2 Municipal Election and 5.3 Letter to Premier.

3.2. Approval of the Agenda

Moved By: Councillor George Baker
Seconded By: Councillor David March
That the agenda be approved as amended.

Motion Carried

3.3. Approval of Minutes

Moved By: Councillor Terry Rhindress
Seconded By: Councillor David March
That the minutes of the May 23 2012 special meeting and the May 28, 2012 regular meeting be approved as circulated.

Motion Carried

4. REQUESTS FOR DECISION

4.1. CUPE Agreement

Moved By: Councillor David March

Seconded By: Councillor George Baker

That Council approve a Letter of Agreement attached to the Collective Agreement with CUPE Local 1233 to extend the Agreement for a 12 month period effective April 1, 2012 and expiring March 31, 2013, and authorize the Mayor and CAO to sign on behalf of the Town, as recommended by the Management Negotiating Team.

Motion Carried

4.2. Tax Exemption By-law at 2nd Reading

Moved By: Councillor Robert Bird

Seconded By: Deputy Mayor Dale Fawthrop

That Council approve second reading and enactment of a by-law to amend the Tax Exemption By-law, B-1, which includes a couple of housekeeping items and removes two properties from Schedule C, Alpha 00737305 and Alpha 04641108.

Motion Carried

BY-LAW TO AMEND THE TAX EXEMPTION BY-LAW (B-1)

The Town of Amherst Tax Exemption By-law (B-1) approved by Council on the 23rd day of April 2001, with amendments on March 27, 2006, September 24, 2007, June 22, 2009 and October 26, 2009, is hereby amended as follows:

1. Paragraph 4:

Adding the words "or if not in good standing" so the paragraph reads:

When a property, or part thereof, listed on a Schedule ceases to be occupied by the association or for the purposes set out in the Schedule, **or if not in good standing**, then the partial or total exemption from taxation shall cease and the owner of the property shall immediately be liable for the real property tax on such property or part thereof for the portion of the year then expired.

2. SCHEDULE "C"

Changing the Assessment Account Number for Land & Building 5 Electric Street Amherst Lions Club from 00688835 to 05127807.

Removing the following two properties:

Land & Building Alpha Outreach Society 00737305 24 Crescent Ave.	The Whole	100%
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Land & Building Alpha Outreach Society 04641108 3 Prince Arthur Street	The Whole	100%
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4.3. Dog By-law at 2nd Reading

Moved By: Deputy Mayor Dale Fawthrop

Seconded By: Councillor David March

That the motion to approve second reading of the dog By-law be removed from the table.

Motion Carried

Moved By: Deputy Mayor Dale Fawthrop

Seconded By: Councillor David March

That Council approve second reading and enactment of the Dog Bylaw as presented.

Moved by Deputy Mayor Fawthrop, seconded by Councillor March that the by-law be amended at paragraph 18 as follows:

18. The penalties prescribed are as follows:
- a) with respect to the first contravention **and/or impoundment** in any consecutive 12 month period, payment of \$60.00;
 - b) with respect to a second contravention **and/or impoundment** within any consecutive 12 month period, payment of ~~\$200.00~~ **\$100.00**;
 - c) with respect to a third contravention within any consecutive 12 month period, payment of a sum of ~~\$500.00~~ **\$150.00**;
 - d) with respect to any subsequent contravention within any consecutive 12 month period, payment of a sum not less than ~~\$500.00~~ **\$300.00** and not more than ~~\$2000.00~~ **\$500.00**.

**Moved by Councillor George Baker
Seconded by Councillor Terry Rhindress
That paragraphs 18 (b) and (c) of the proposed amendment be removed and that paragraph 18 (d) be amended to say**

- e) with respect to any subsequent contravention within any consecutive 12 month period, payment of a sum not less than ~~\$300.00~~ **\$100.00** and not more than ~~\$500.00~~.

**Second Amending Motion Defeated
Nay: Deputy Mayor Fawthrop
Councillor Bird
Councillor Angel
Councillor March**

**Amending Motion Carried
Nay: Councillor Baker
Councillor Rhindress**

**Original Motion Carried
Nay: Councillor Baker
Councillor Rhindress**

DOG BY-LAW

1. This By-law shall be known and may be cited as the "Dog By-Law" of the Town of Amherst.

INTERPRETATION

2. In this By-law unless the context otherwise requires:

"Animal Control Officer" or **"ACO"** means the person designated by the Chief of Police to be the by-law enforcement officer for this by-law. An officer of the Amherst Police Department may destroy a dangerous dog where the circumstances call for that action in the normal course of carrying out the Officer's duties.

"At Large" means being elsewhere than on the lands or premises owned or occupied by the dog owner and not on a leash.

"Attack" means an assault resulting in bleeding, bone breakage, sprains, or serious bruising.

"Bite" means a wound to the skin causing it to puncture or break.

"Council" means the Municipal Council of the Town of Amherst

"Dangerous Dog" means a dog which:

- a) **Attacks or demonstrates a propensity, tendency or disposition to attack a human being or animal either on public or private property**
- b) **Has caused injury to or otherwise endangered the safety of a human being or animal**
- c) **Is owned or harbored primarily or in part for the purpose of dog fighting or is trained for dog fighting**
- d) **Is a dog for which a muzzle order has been made**

“**Dog**” means a male or female animal of the species canine over the age of **sixteen (16)** weeks.

“**Dog License**” means a license for a dog for the current licensing year that has been paid for and that has been issued by the Town or an assignee of the Town.

“**Dog Owner**” means any person:

- a) whose name appears on a dog license
- b) who is in possession of a dog
- c) who has the care, custody or control of a dog; or
- d) who possesses, harbors or allows a dog to remain about a house, land or premises owned or occupied by that person.

“**Impounded**” means seized and delivered into the pound or in the custody of the poundkeeper.

“**Kennel**” means a licensed enterprise dealing with the breeding, buying, selling or boarding of dogs.

“**Licensed Dog**” means a dog that is wearing, either on its collar or harness, a metal tag on which is stamped figures corresponding to a dog license for that specific dog.

“**Licensing Year**” shall mean a period from April 1st in any year to March 31st in the following year.

“**Muzzle**” shall mean a humane covering device of sufficient strength placed over a dog’s mouth to prevent it from biting.

“**Pound**” means premises used by the poundkeeper to harbor and maintain dogs pursuant to this bylaw or any vehicle used by the poundkeeper.

“**Poundkeeper**” means the person or organization appointed by resolution of Council to operate and maintain the facilities for the impounding of dogs.

“**Premises**” means a building or part of a building, structure or a place.

“**Premises of the owner**” includes premises where a dog is habitually harboured or fed.

“**Service Animal**” means an animal trained by a recognized school for service as a guide dog for the blind or visually impaired, a guide dog for the deaf or hearing impaired, or a special skills dog for other challenged persons and includes an animal used in therapy, registered with a recognized organization for that purpose.

IMPOUNDMENT

- 3. The Council may hereby authorize:
 - a. the establishment, maintenance and operation of facilities for the impounding of dogs at such place or places and upon such premises, as the Council may determine, by resolution.
 - b. The appointment, by resolution, of a poundkeeper to maintain and operate the pound or pounds established under this by-law.
 - c. The making of an agreement with such persons, firms, societies or corporations as may be fit for the purpose of maintaining and operating a pound, for regulating the conduct of the pound, and providing for the collection, distribution and payment of revenue and expenditures derived from the operation of the Pound.

CONTROL, LICENSING AND IMPOUNDING OF DOGS

Control of Dogs

- 4. Except as otherwise permitted by this By-law:
 - a. A dog owner shall not permit, suffer or allow a dog to be at large.
- 4.1 Every owner of a dog shall ensure that the dog is kept on a leash and under the control of some person when the dog is on any land in the Town unless:
 - a) the land is the premises of the owner of the dog;
 - b) the land is owned by a person who has given prior consent to the dog being off the leash.

- 4.2 The owner of a dog which is known to be aggressive must not permit the dog to be in a place other than the owner's property
- a) Unless the dog is on a leash no longer than one meter and in the control of a person who is responsible and capable of controlling the dog.
 - b) unless the dog is wearing a proper muzzle
- 4.3 Police Officers with the Amherst Police Department and any By-Law enforcement officers appointed by the Chief of Police shall, along with the ACO, are authorized to enforce ~~section 4 and 4.1~~ [this by-law](#)

Dangerous Dogs

5. The ACO has the power and authority hereunder, upon reasonable grounds, to make the determination that any dog is a dangerous dog.

Where the ACO has reason to believe that a dog has attacked a person or another animal, or has the propensity to do so, the ACO may:

- a. Classify the dog as a dangerous dog;
 - b. Issue the owner a notice to muzzle the dog
 - c. Order the owner to keep the dog securely restrained either indoors or inside an escape-proof enclosure that does not allow the dog to jump, climb or dig its way out of while it is on the property of the owner; and
 - d. Muzzle, securely leash and ensure the dog is under the control of a person who is responsible and capable of controlling the dog, when the dog is off the property of the owner.
- 5.1 When the ACO determines that a dog is a dangerous dog, the ACO, if he/she determines in their discretion, that the dangerous dog poses an immediate and significant threat to the public safety, may, after consultation with a police manager, destroy the dangerous dog, without permitting the owner to claim it.
- 5.2 If the ACO destroys the dog, the ACO will arrange for the disposal of the remains and will make reasonable efforts to inform the dog owner that the dog has been destroyed. **The owner of the dog will be responsible for all costs related to the destruction/disposal.**
- 5.3 If a dog attacks a person and causes injury, the Amherst Police Department shall, along with the ACO, have the authority to investigate the circumstances of the attack if it is decided that it is appropriate to do so, and the Town of Amherst Police Department may make such recommendations to the ACO as it **deems appropriate.**

Feces and Scooping

6. Every owner of a dog shall immediately remove any feces left by the dog in the Town:
- a. on any roadway, sidewalk or parking lot
 - b. in a public park
 - c. on any public property other than a public park, or
 - d. on any private property other than the property of:
 - i. the owner of the dog, or
 - ii. the person having care, custody or control of the dog.
- 6.1 Every owner of a dog shall dispose of any feces removed pursuant to this Section on his or her premises.
- 6.2 Every owner of a dog shall remove from his or her property, in a reasonable timely manner, feces left by such dog, so as not to disturb the enjoyment, comfort, convenience of any person in the vicinity of the property.
- 6.3 This section does not apply to a handler of a service dog, where the handler is not reasonably able to remove the feces left by such dog due to a physical disability or impediment.

Noise

7. No dog shall be permitted to consistently disturb the quiet of a neighborhood by barking, howling, or otherwise making noise to a degree beyond what the Animal Control Officer determines to be normal.

- 7.1 In determining what is "normal" in the context of this section, the ACO shall consider one or more, but not limited to, the following factors:
- a. the time of day that the dog is reported as disruptive;
 - b. the frequency and duration of the reported disruptive behavior;
 - c. the proximity of neighbors and population density of the neighborhood.
- 7.2 If the ACO determines, upon reasonable grounds, that a dog is being disruptive, as defined in this section, the ACO shall give a written warning to the dog owner before taking any other action under this by-law.

Interference with ACO or Poundkeeper

8. Anyone who obstructs or interferes with the Animal Control Officer, or his/her duly authorized delegate, or the poundkeeper, engaged in the execution of his/her duties, commits an offense under this by-law.

Licensing of Dogs

9. No person shall own, possess or harbor an unlicensed dog within the boundaries of the Town.
- 9.1 A person who owns, possesses or harbors any dog before the first day of April in each year, shall obtain a dog license in accordance with the provisions of this by-law.
- 9.2 Applications for and the issuance of a dog license shall be the responsibility of the Town Hall staff, or person so designated by the Town of Amherst.
- 9.3 The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all dogs registered, showing the date and number of the registration, and the name and address of the owner of the dog.
- 9.2 Every person who obtains a dog license shall be given a metal tag which shall be, at all times, fastened to a collar or harness worn by the dog for which the license was obtained.
- 9.3 Where a metal tag issued pursuant to this by-law has been lost, destroyed or mutilated, the dog owner shall acquire, for the remainder of the current licensing year, a replacement tag, upon producing proof of purchase of a valid dog license and upon payment of a prescribed fee.
- 9.4 Fees pursuant to this by-law are set out in Schedule "A" attached hereto.
- a. Notwithstanding this section, the following dogs need not have a dog license:
 - a trained guide dog owned or utilized by a blind person, or any dog determined by the ACO to be a service or assistance dog
 - a dog owned and utilized as a law enforcement service dog

Rabies

- 10. Every owner of a dog over the age of four months must have the dog vaccinated against rabies and must keep the rabies vaccinations of the dog up to date.**
- 10.1 The ACO may seize and impound any animal which is suspected of being rabid, and must immediately notify a veterinary clinic.**
- 10.2 Every owner of an animal who knows or suspects that the animal is rabid must immediately report the animal to a veterinary clinic and the ACO.**
- 10.3 No dog license will be issued to an owner who does not present proof of such vaccination.**

Impounding of Dogs

11. The Town of Amherst and/or its designates by resolution may, without notice to or complaint against the owner, impound any dog that:
- a. runs at large contrary to this by-law
 - b. is not wearing a tag as required by this by-law
 - c. is not registered pursuant to this by-law
- is fierce and dangerous
is rabid or appears to be rabid or exhibits symptoms thereof; or persistently disturbs the quiet of the neighborhood by barking, howling or otherwise, after a written warning has been delivered to dog owner

- 11.1 The poundkeeper, upon seizure or impoundment of a dog at large, shall make every effort to inform the dog owner, if known, that the dog has been seized and impounded, including review of available information from tags, tattoos or microchips.
- 11.2 If after the expiration of not less than 72 hours, the impounded dog is not claimed, the poundkeeper may, on the expiration of this period, destroy, or place for adoption, the impounded dog.
- 11.3 The poundkeeper, upon receiving a certificate from a qualified veterinarian that an impounded dog is suffering from infectious or contagious disease, may immediately destroy that impounded dog.
- 11.4 The poundkeeper shall maintain a recorded log, in which he/she shall record the description of every dog impounded, the name of the person who impounded the dog, the time and location of the impoundment, the fees owing and the manner of disposal of the impounded dog.
- 11.5 The owner of record of an impounded dog shall be responsible for all uncollected fees or costs in respect of an impounded dog whether or not he/she effects the release of the dog.

Enforcement

- 12. No dog owner shall do anything, or fail to do anything, where that action or omission, as the case may be, results in a violation of this by-law.
- 13. This by-law may be enforced, at the discretion of the Town:
 - a. in accordance with the procedures set out in the Municipal Government Act; or
 - b. by means of a summary offence ticket under the Municipal Government Act.
- 14. The Summary Proceedings Act, where applicable, shall apply to proceedings under this by-law.
- 15. The Animal Control Officer may enter, at all reasonable times, upon any property subject to this by-law in order to ascertain whether this By-law is being obeyed.
- 16. Every person who contravenes any part of this by-law is guilty of an offense and is subject to the provisions of the *Summary Proceedings Act*.
- 17. Each day an offense continues shall be a separate offense.
- 18. The penalties prescribed are as follows:
 - a. with respect to the first contravention **and/or impoundment** in any consecutive 12 month period, payment of \$60.00;
 - b. with respect to a second contravention **and/or impoundment** within any consecutive 12 month period, payment of ~~\$200.00~~ **\$100.00**;
 - c. with respect to a third contravention **and/or impoundment** within any consecutive 12 month period, payment of a sum of ~~\$500.00~~ **\$150.00**;
 - d. with respect to any subsequent contravention **and/or impoundment** within any consecutive 12 month period, payment of a sum not less than ~~\$500.00~~ **\$300.00** and not more than ~~\$2000.00~~ **\$500.00**.
- 19. Any contravention of any provision of this By-law, in the preceding twelve months by any person charged, shall be counted as a previous contravention for the purpose of the preceding paragraphs.
- 20. If payment is not made in accordance with these procedures, the fine is recoverable under the *Summary Proceedings Act*.

Costs

- 21. In all cases the Town shall have the right to recover from the owner of the dog the cost incurred by the Town in applying this by-law to the owner's dog.
 - 21.1 In all cases the costs of the Town shall include the actual payments made by the Town, together with its reasonable administrative charges.
 - 21.2 The provisions of this by-law shall be enforceable pursuant to the *Municipal Government Act*.

Interpretation

- 22. This by-law shall be read with all changes in gender and number, as may be appropriate.

23. Any part of this by-law found to be illegal shall be severed from the balance of the by-law.

24. Any and all fees referred to in the by-law shall be as set out in the Town of Amherst User Fee Policy #3470-03 and will be reviewed annually.

Repeal

25. The Town of Amherst Dogs By-Law approved by Council on July 16, 2010 is hereby repealed.

DOG BY-LAW - SCHEDULE "A"

Dog License Fees

1. Dog License fees shall be:
 - a) \$15 for each spayed/neutered dog;
 - b) \$30 for each un-sprayed/un-neutered dog.
 - c) **\$15 for tag replacement**

Each license shall be payable to the Town of Amherst annually.

Dog Impound Fees

2. A dog owner may reclaim their impounded dog upon proving ownership and upon paying to the poundkeeper the following impound fees, maintenance fees and any overdue dog license fees pursuant to Schedule "A"
 - a) An impoundment fee in respect of a Licensed Dog:
 - i) First Impoundment - \$30.
 - ii) Second Impoundment - \$70.
 - iii) Third and subsequent Impoundments - \$100.
 - b) An impoundment fee in respect to an Unlicensed Dog - \$100.
 - c) A maintenance fee in respect of each day or part of a day on the impoundment period - \$15.

4.4. Adopt-A-Garden Policy

4.4.1. Amend Adopt-a-Garden Policy 64000-04

**Moved By: Councillor Robert Angel
Seconded By: Councillor George Baker
That Council approve the Adopt A Garden Policy, 64000-04 as amended.**

Motion Carried

Adopt-A-Garden Program Policy 64000-04

Policy

The Town of Amherst recognizes that an Adopt-A-Garden program in the community would be an opportunity for the community to become involved in the planning, development and maintenance of existing garden areas in Amherst's open spaces and community parks. This gardening program will be a valuable recreational activity that contributes to health and well-being, positive social interaction, community development, environmental education and the enhancement and beautification of Town properties.

Purpose

The Adopt-A-Garden program is designed to bring together residents who want to volunteer a few hours of their time to help maintain a specific garden area in our community.

The Adopt a Garden program would include:

- Beacon Street
- Curry Park
- Along the Church Street Cemetery
- Two beds in front of the Air force Club
- YMCA
- Two beds on Lawrence Street
- Highlander Mural Garden at the corner of Havelock and Ratchford Streets
- **Church Street Green Space**

This beautification program will accept applications to participate from individuals, businesses, organizations and groups who are interested in adopting a garden in the Town of Amherst. Responsibilities for garden adoption include:

- Garden planning
- Planting and development
- Maintenance, general clean-up and beautification of existing gardens
- Weed control
- Annual and perennial planting
- Enhancement and landscaping of existing garden areas
- Ongoing monitoring of gardens

Appointments and Responsibilities

- **When vacancies occur**, advertisements will be posted in December in local media and the web site requesting expressions of interest from groups and individuals as needed.
- Council will appoint any new participants who wish to be in the program in February of each year.
- Participants in the program may be rewarded with signage recognizing the volunteer commitment to maintain and or create a garden area.
- The Town of Amherst will be responsible to provide supplies including plants, soil, fertilizer, etc., for the gardens.
- All participants in the Adopt-A-Garden Program will be responsible to complete an annual planting plan, address planting activities, complete regular maintenance, address litter removal and prepare the garden for winter at the end of the season.

4.4.2. Appointment to Adopt A Garden Program

Moved By: Councillor Robert Angel

Seconded By: Councillor Terry Rhindress

That Council approve the appointment of Elizabeth Smith McCrossin to the Adopt A Garden program for the green space on Church Street.

Motion Carried

4.5. Community Arts Council Committee Policy

4.5.1. Amend Policy 10350-22

Moved By: Deputy Mayor Dale Fawthrop

Seconded By: Councillor David March

That Council approve the amended Community Arts Council Committee Policy, number 10350-22, which increases the membership from four to five at large positions, and increases the potential at large members from the Cumberland area from one to two, as recommended.

Motion Carried

Community Arts Council Committee Policy 10350-22

PURPOSE:

To establish a policy for the governance of the Community Arts Council (CAC) Committee to carry out the Arts, Culture and Heritage Strategy.

BASIS:

The basis for the CAC Committee comes from the Town's Arts Culture and Heritage Strategy known as Authentically Amherst.

ROLE OF COMMITTEE:

The role of a Community Arts Council Committee is to:

1. Provide advice to the Arts, Culture and Heritage Coordinator;
2. Assist the Coordinator in the implementation of the Arts, Culture & Heritage Strategy;
3. Monitor and evaluate and make recommendations concerning all the Town's plans and policies which are expected to have an impact on cultural life in the community;
4. Increase communication and cooperation amongst the community stakeholders;
5. Take leadership in setting community arts direction;
6. Take an active role in promotion of the arts, culture and heritage community;
7. To act as a liaison between Council and the cultural community;
8. To act as an informed resource for staff and Council by responding to requests for information or advice.

MEMBERSHIP:

1. The Council shall appoint members to the Community Arts Council Committee by resolution.
2. Membership shall include:
 - 2 members of Town Council
 - 4- 5 members at large (4 up to 2 from outside the Amherst geographic boundary, but based in Cumberland County)
 - 1 member for the hospitality/accommodation sector
 - 1 member from Amherst Youth Town Council
 - The Mayor will be appointed as an ex-officio member.
 - The Director of Community and Economic Development will be a non-voting member and will participate in meetings as required.
3. The term for public members shall be two or three years, and members may be re-appointed to the Committee.
4. In January of each year, an advertisement for the public member(s) whose term is set to expire that fiscal year shall be placed in the local newspaper.
5. At the beginning of the first meeting of the fiscal year the Committee will elect a chairperson as well as a vice-chairperson. Terms for such shall be one year. The chairperson and vice-chair may be re-elected.

STAFF RESOURCES:

1. The Arts, Culture and Heritage Coordinator is responsible for all functions of the Committee including:
 - a. Calling meetings;
 - b. Taking minutes;
 - c. Distributing reports and other information as required;
 - d. Notifying and contacting public as required; and
 - e. Providing Committee motions to the Chief Administrative Officer for inclusion on the Council agenda.
2. Where additional information or work is required of staff by the Committee the Director of Community and Economic Development will be responsible for prioritizing staff resources, in conjunction with the Chief Administrative Officer when required.
3. Meetings are to be attended by the Arts, Culture and Heritage Coordinator or designate. At the discretion of the Coordinator, other staff may be invited / asked to attend as well. Standing invitations to Committee meetings will be given to the Chief Administrative Officer, the Director of Transportation and Public Works, the Director of Planning and Development and the Director of Community and Economic Development.

MEETINGS:

1. Meetings will be scheduled by the Chairperson in consultation with the Arts, Culture and Heritage Coordinator.
2. All meetings are open to the public
3. Meeting agenda packages are to be delivered to Committee members and the CAO at least 48 hours prior to any scheduled meeting.

Amherst Town Council may at any time by resolution repeal this policy and therefore release the committee members of their obligations as members.

4.5.2. Appointments to Community Arts Council Committee

**Moved By: Deputy Mayor Dale Fawthrop
 Seconded By: Councillor Terry Rhindress
 That Council approve the following appointments to the Community Arts Council Committee:**

Three Year Terms (ending March 31, 2015):
 Michelle Hicks, George Douglas and Bill Costin

Two Year Terms (ending March 31, 2014)
 Diana McIsaac, Alicia McIntyre and Randy Thompson

Motion Carried

4.6. Appointments to Downtown Business Advisory Committee

Moved By: Councillor David March
Seconded By: Councillor George Baker
That Council approves the appointment of Kevin Nelson, Sharon LeBlanc, Michelle LeBlanc, Mark Casey, Beth Clinton, and Diane Crawshaw to the Downtown Business Advisory Committee for two year terms expiring March 31, 2014..

Motion Carried

Moved By: Councillor Terry Rhindress
Seconded By: Deputy Mayor Dale Fawthrop
That Councillors George Baker and David March, Council representatives on the former Downtown Amherst Revitalization Society, be appointed as Council's representatives on the Downtown Business Advisory Committee for a term ending October 31, 2012.

Motion Carried

4.7. MPAL Strategy

Moved By: Councillor Robert Bird
Seconded By: Robert Angel
That Council adopt the Municipal Physical Active Activity Leadership Program (MPAL) Strategy as presented.

Motion Carried

4.8. Procurement Agreement

Moved By: Councillor David March
Seconded By: Deputy Mayor Dale Fawthrop
That Council approve entering into an agreement with the Municipality of the County of Cumberland for the provision of Procurement Services, and authorize the Mayor and CAO to sign on behalf of the Town.

Motion Carried

This AGREEMENT is made the _____ day of _____, 2012,

BETWEEN:

THE TOWN OF AMHERST, a Municipal Corporation (herein after the "Town"), OF THE FIRST PART

-AND-

THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND, a Municipal Corporation (hereinafter the "Municipality"), OF THE SECOND PART

WHEREAS both the Town and the Municipality believe they can save money, and obtain better value for money spent, by employing the services of a Procurement Professional dedicated to the procurement of goods and services through competitive and fair procurement policies and procedures;

WHEREAS both parties recognize that the Public Procurement Act of Nova Scotia (the "Act") will require that they expend additional resources ensuring that the requirements of the Act and associated Regulations are complied with;

WHEREAS the Town has recently approved the new position of Procurement Coordinator, a full time position not yet filled;

WHEREAS the Municipality desires to contract with the Town for the provision of Procurement Services;

WHEREAS the Town is agreeable to providing Procurement Services for a fee and upon certain specified conditions;

WHEREAS the Municipal Government Act of Nova Scotia permits Municipal units to enter into contracts with other municipal units for the provision of services;

AND WHEREAS the Town and the Municipality have each authorized and approved this Agreement by resolution duly adopted;

WITNESSETH that in consideration of the mutual covenants hereinafter set out, the Parties agree as follows:

1. The Town shall provide to the Municipality the services of its Procurement Coordinator, more particularly as described in Clause 3 herein, with the intent and understanding the services so provided shall, on average, occupy approximately 20% of the Coordinator's time outside of general professional development.
2. The Municipality shall reimburse the Town for 20% of the expenses the Town incurs with regard to the employment of the Procurement Coordinator, including salary, benefits, training, and travel for training, but excluding travel expenses incurred while providing services exclusively to either of the Parties, which are dealt with elsewhere in this Agreement. The Town shall prepare an annual budget for the Procurement Coordinator position and provide a copy to the Municipality by the beginning of each year. The Town shall bill the Municipality quarterly for the actual expenses incurred.
3. The services provided by the Procurement Coordinator to the Municipality shall be as set out in the Town's Job Description for the position, as may be amended from time to time. The Coordinator's priorities when providing services to the Municipality will be the establishment and implementation of policies and procedures, ensuring that the most appropriate procurement process is selected for each category of expenditure, overseeing and directing major procurement processes, and ensuring compliance with the Act and Regulations. If required, the Municipality will appoint one or more of its employees to assist with the details of individual processes. The Parties acknowledge that the Procurement Coordinator will spend more time attending to the details of the Town's procurement processes than they will with regard to the Municipality's.
4. The Procurement Coordinator shall at all times remain the employee of the Town. The Town shall be responsible for all aspects of the Coordinator's employment, including, but not limited to wages, expenses, insurance, Worker's Compensation, training, benefits, occupational health and safety, etc. The continued employment of the Coordinator shall be at the sole discretion of the Town.
5. Each Party shall be responsible for travel expenses incurred for services provided. The Town shall invoice the Municipality quarterly for travel claims made with respect to services provided to the Municipality, and shall supply details of the Coordinator's travel claim in support. Invoices shall be paid within 30 days of receipt.
6. The Municipality shall not bring any claims based in negligence against the Procurement Coordinator or the Town with regard to the services provided pursuant to this Agreement.
7. The Municipality shall indemnify and save harmless the Procurement Coordinator and the Town against all claims brought against either of them by third parties arising from the provision of services pursuant of the agreement.
8. The Municipality shall provide suitable temporary work space at the Municipality's offices, if and when required by the Procurement Coordinator.
9. The Municipality shall provide the Procurement Coordinator access to the it's IT network should such access be required to fulfill the services provided in this agreement.
10. The Municipality shall provide administrative support to the Procurement Coordinator in relation to services provided pursuant to this Agreement.
11. All records produced by the Procurement Coordinator in the course of providing services to the Municipality shall be the property of the Municipality.
12. Allocation of the Procurement Coordinator's time, and setting of priorities, shall be as determined by the Town's Director of Corporate Services, who shall consult with the CAO of each Party and other staff as required.
13. The CAO, or designate of the Municipality will ensure that all staff of the Municipality follow the established procurement policies and procedures.
14. The term of this Agreement shall commence upon the day the Procurement Coordinator begins employment with the Town, or upon execution of this Agreement, whichever is later, and shall continue until March 31, 2017, unless terminated earlier pursuant to clause 15 of this Agreement.
15. This Agreement may be terminated by mutual written agreement, or by either Party on two months written notice.

16. This Agreement shall be interpreted in accordance with the laws of Nova Scotia and the laws of Canada in force in Nova Scotia.
17. If any provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all other terms and conditions will continue to be valid and enforceable.

4.9. Property behind 10 Donald Avenue

4.9.1. Declare Property Surplus to Town Needs

**Moved By: Councillor George Baker
Seconded By: Councillor David March
That the 24' x 40' portion of Town owned property (PID 25345737)
between Donald Avenue and Willow Street be declared surplus to
the Town's needs.**

Motion Carried

4.9.2. Agreement of Purchase and Sale

**Moved By: Councillor George Baker
Seconded By: Councillor Terry Rhindress
That Council approve entering into a purchase and sale agreement
to sell the 24' x 40' subject (PID 25345737) Town owned property**

Motion Carried

THIS AGREEMENT OF PURCHASE AND SALE made this _____ day of July, 2012

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

AND: **JAMES WILLIAM NYE AND THERESA LOUISE NICOLLS**, of 10 Donald Avenue, Amherst, Nova Scotia, herein called the "**Purchaser**", of the Second Part.

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

1. The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor a portion of the property identified as PID 25345737 and identified on the attached Schedule A (the "**Property**"), Amherst.
2. The purchase price for the Property shall be Five Hundred (\$500.00) Dollars (the "**Purchase Price**"), plus HST, in Canadian money payable as follows:
 - (a) a deposit in the amount of \$100.00 to be paid to and held by the Vendor's solicitor in trust, upon the execution of this Agreement;
 - (b) the balance subject to adjustments for real property taxes and rental, if any, upon the closing of this transaction.

The purchase price shall be paid by solicitor's trust cheque or bank draft payable to the Vendor's solicitor, "in trust".
3. The closing date shall be on or before September 1, 2012 or such earlier date as the parties hereto may agree in writing.
4. The Purchaser's solicitor, at the Purchaser's expense, shall register the Property pursuant to *Land Registration Act* (Nova Scotia) prior to the closing date and the Vendor shall cooperate with the Purchaser's solicitor in completing the land registration.
5. The Purchaser's surveyor, at the Purchaser's expense, shall subdivide the property as per attached Schedule A and the subdivided Parcel shall be consolidated with the Purchasers property located at 10 Donald Avenue and identified as PID 25017880
6. The Vendor hereby warrants and covenants to and with the Purchaser as follows:
 - (a) The Vendor has a good and recorded marketable title in fee simple to the Property, free from all encumbrances, except those which will be discharged at the time of closing;
 - (b) No person, firm or corporation now has or at time of closing will have any agreement or option or right capable of becoming an agreement for the purchase of the Property;
 - (c) to the best of the Vendor's knowledge and belief, no dangerous or hazardous substances or materials have been at any time placed or stored upon the Property nor will such substances or material be placed or stored upon the Property from the date hereof to the time of closing;
 - (d) The Vendor is not now and will not be at the time of closing a non-resident of Canada within the meaning and purposes of the *Income Tax Act* (Canada);
7. All covenants, agreements, representations and warranties for the benefit of the Purchaser contained in this Agreement shall be deemed to have been relied upon by the Purchaser notwithstanding any investigation made by or on behalf of the Purchaser with respect thereto and shall survive the closing of the purchase and sale of the Property and the payment of the purchase price therefore and shall remain in full force and effect for the benefit of the Purchaser.

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

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

4.10. Tender - East Victoria Street Sidewalk

Councillor Baker excused himself from Council chambers at this point in the meeting, 7:50 PM as he had another commitment.

Ben Pitman will get back to Council with an indication on the timeline for completion of this project.

Moved By: Councillor Terry Rhindress

Seconded By: Deputy Mayor Dale Fawthrop

That Council award the tender for the East Victoria Street Sidewalk construction project to Costin Paving and Contracting at their low tender amount of \$126,651.60 plus HST, with funding to come from the 2012-13 approved capital budget.

Motion Carried

4.11. Tender - 2012-13 Capital Paving Program

Moved By: Councillor David March

Seconded By: Robert Angel

That Council award the tender for the 2012-13 Capital Paving Program to the low tender received from Costin Paving and Contracting at their unit prices for a total amount not to exceed \$477,308.50 plus HT with funding to come from the approved 2012-13 Capital Budget.

Motion Carried

4.12. R. H. Smith Trust Fund - Library Circulation Desk

Moved By: Councillor Robert Angel

Seconded By: Deputy Mayor Dale Fawthrop

That Council approve the expenditure of \$9,000 from the R. H. Smith Trust Fund for a new circulation desk for the Four Fathers Memorial Library.

Motion Carried

4.13. UNSM Resolutions – Policing Services Review and Atlantic Procurement

Moved By: Deputy Mayor Dale Fawthrop

Seconded By: Councillor David March

That the following resolution be referred to the UNSM on behalf of the Town of Amherst, to be included in the Fall Resolutions:

WHEREAS the costs with policing in municipalities are increasing at an alarming rate; and

WHEREAS these rising costs call into question the sustainability of municipal policing services; and

WHEREAS in many areas of the province, police agencies in close proximity to each other provide the same services;

THEREFORE BE IT RESOLVED that the Union of Nova Scotia Municipalities request that the Province of Nova Scotia undertake a review of policing services provided in the province that would include the nature of services provided, the level of services provided, and the agency or agencies providing the services.

Motion Carried

Moved By: Councillor Robert Bird

Seconded By: Deputy Mayor Dale Fawthrop

That the following resolution be referred to the UNSM on behalf of the Town of Amherst, to be included in the Fall Conference Resolutions:

WHEREAS the Atlantic Procurement Agreement contains restrictions on local preference on goods with a value of \$25,000 or greater, services that have a value of \$50,000 or greater, and construction that has a value of \$100,00 or greater; and

WHEREAS many contracts exceed those threshold amounts;

THEREFORE be it resolved that the UNSM requests that the Province of Nova Scotia initiate a review of these thresholds with the other parties to the Atlantic Procurement Agreement.

Motion Carried

4.14. Funding Request - Cumberland Reds Slo Pitch

Moved By: Councillor Terry Rhindress

Seconded By: Councillor David March

That Council approve funding in the amount of \$500 under the Town's Grants to Organizations Policy in support of Cumberland Reds Men's Slo Pitch Team as they compete at the Nationals in Moncton, August 2 to 6.

Motion Carried

4.15. Funding Request - Atlantic Dance Academy

Moved By: Deputy Mayor Dale Fawthrop

Seconded By: Councillor Robert Angel

That Council approve funding in the amount of \$500 under the Town's Grants to Organizations Policy in support of the Atlantic Dance Academy students competing at the Dance World Cup in Montreal being held July 6 to 10.

Motion Carried

4.16. Funding Request - ARHS Reunion

Moved By: Councillor Robert Angel

Seconded By: Councillor Terry Rhindress

That Council approve funding in the amount of \$250 under the Town's Festivals & Events Policy in support of the ARHS Class of 2002 High School Reunion on July 27 and 28.

Motion Carried

4.17. Funding Request - Cops for Kids

Moved By: Councillor Robert Bird

Seconded By: Councillor David March

That Council approve funding in the amount of \$250 under the Town's Festivals & Events Policy in support of Amherst Police Department's Cops for Kids program being held in Amherst August 13 to 17, 2012.

Motion Carried

4.18. Summer Council and Committee Meetings

Moved By: Councillor Terry Rhindress

Seconded By: Councillor David March

That the regular meetings of Council and Committee of the Whole be cancelled for July and August, and that special meetings be convened to address any issues which may arise prior to the next regular Committee of the Whole meeting scheduled for Monday, September 17, 2012, and the next regular Council meeting, scheduled for Monday, September 24, 2012.

Motion Carried

5. INFORMATION / DISCUSSION ITEMS**5.1. Schedule of Events - Victoria Square and Dickey Park**

Councillor March reviewed a schedule of activities for Victoria Square and Dickey Park over the summer.

5.2 Municipal Election - This was an additional item requested by Councillor Angel. He will not be reoffering for a council seat in the upcoming municipal election. He has served 12 years.

5.3 Letter to Premier Dexter - This was an additional item requested by Mayor Small. He referred to a letter that he sent to the Premier today.

6. INTERNAL COMMITTEE REPORTS**6.1. Planning Advisory Committee**

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

A meeting of the Planning Advisory Committee was held on June 4, 2012. The Committee reviewed a report on non-coloured steel roofs, with the direction to hold a Public Participation Opportunity on the matter on July 4.

The Committee has recommended the Design Guidelines for Downtown be adopted by Council.

6.4. Amherst Youth Town Council

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

On June 4, Provincial Youth Volunteer Nominee Peter Woo and CED staff Jenn Borne traveled to Halifax for Youth Volunteer award presentations. The afternoon included a youth conference. Youth had the opportunity to talk with youth nominees from other municipalities as well as the Honourable Percy Paris, Honourable Marilyn More, Honourable Denise Peterson-Rafuse and the Honourable Ramona Jennex. These round table discussions with cabinet ministers and youth added great value to the day. Youth were given the opportunity to discuss such important issues as: tuition costs, jobs in Nova Scotia, bullying and substance abuse.

AYTC members have been busy in the community and three members have recently been rewarded for their efforts:

AYTC member, Peter Woo was the grade 11 male ARHS student awarded the Lt. Governor's Award.

AYTC member Brandon Metz received the Royal Canadian Legion Cadet Medal of Excellence in May. AYTC Chairperson, Zac Black is the ARHS recipient of Diamond Jubilee Scholarship in the amount of \$2000 toward his studies next year at Mt. Allison.

AYTC held their monthly meeting on June 11 in Council Chambers. At that meeting, AYTC members welcomed Cst. Jason Galloway from APD to discuss additional details for the Cops for Kids summer program that some AYTC members will be volunteering with.

AYTC members were informed that the Heartwood Youth Centre in Halifax will be hosting a youth summer camp in Amherst. This will bring approximately 15 youth and chaperones to Amherst for a week in August to a leadership skills camp. This camp will involve AYTC and their youth working together to interact and develop skills for leadership and community development. CED staff is currently working with the Heartwood centre on details and activities for the week.

AYTC is busy planning a full day of events for YouthFest being held Saturday June 30 at the Amherst Stadium. The day will kick off with the Youth Amazing Race at 11:00am and continue in the afternoon with ballhockey and skateboard competitions and battle of the bands in the evening.

AYTC will meet on an as needed basis for the summer and resume their regular schedule in September.

7. EXTERNAL COMMITTEE REPORTS

7.1. Cumberland Public Libraries

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

Summer Reading Clubs for All Ages

Summer Reading Clubs will start on June 18th. Everyone from ages 3 to 100+ can take part in one of our Summer Reading Clubs, read library books throughout the summer and win prizes. Pop by any library for more information and check the Calendar of Events on our website to see some of the fun programs planned for the summer.

Did you know?

Cumberland Public Libraries has some great biographies, such as the very funny "Bossypants" by Tina Fey, the extremely popular biography of Steve Jobs or the saddening diary of Anne Frank. See what we have at: www.cumberlandpubliclibraries.ca.

Statistics

- The amount of Active Registered Users (residents who have a library card and have used it in the last three years) has increased by 1.7% in the last year. This increase is made even more impressive as the population of the County has decrease by 2% in the last five years. Also, 29% of residents in the County have a card.
- Over the last year, CPL saw a 10% increase in children attending programs (such as story times, Summer Reading Club, etc.) and a 9% increase in adult attendance.
- The library added almost 7,500 new items (books, movies, TV shows, magazines) last year, this number doesn't include the over 5,000 audiobooks and e-books available for download from the library's website.
- Our free public access computers were in use for more than 21,000 hours during the last fiscal year and our free wi-fi was in use for over 8,000 hours.

7.2. Cumberland Regional Development Authority

Councillor Fawthrop presented the following report on behalf of the Cumberland RDA:

Regional Marketing Strategy- Form Media and Solutions Inc. is preparing the Final Draft Report after input from municipal units and follow-up meeting with Cumberland RDA and Town of Amherst representatives. Final Draft to include specific, targeted Action Plans for each Municipal Unit along with an Implementation Strategy, timelines and cost estimates both collectively and by municipal unit. Once completed the Regional Marketing Strategy will be presented to a joint meeting of councils.

Downtown Amherst –Although DARS discontinued operations in March after fulfilling its mandate, key initiatives are continuing including introduction of Wi-Fi in the downtown core this summer. Both the Mural and Downtown Dining Guides have been updated for 2012, with English and French versions produced for distribution. The 2012 Fibre Arts Festival brochure has been completed, while a new Festival website was launched in February. The Fibre Arts Festival celebrates its 5th anniversary this October.

Thinkers' Lodge National Historic Site- Phase 3, restoration of the Lobster Factory/ Dining Hall underway. Peter MacKay and Scott Armstrong attended the ACOA funding announcement at the Lodge on May 5th. Thinkers' Lodge will be open to the public during the months of July and August - Wednesdays to Saturdays from 11 am to 7 pm. Both the 1995 Nobel Peace Prize and 1960 Lenin Peace Prize will be on display. Events this summer will include a "peace institute" (teaching teachers how to teach peace) in conjunction with Saint Mary's and Mount Saint Vincent Universities. There are also two conferences scheduled to be held at the Lodge this summer, including one with the Nova Scotia Arts and Culture Council and one with the Canadian Pugwash Group.

Cape Chignecto Provincial Park - Park opened for 2012 season in time for the May long weekend despite concerns over outstanding operational issues which are being addressed with DNR and other provincial partners. Eatonville Day-Use area scheduled to open for the season on Friday, June 22nd.

Cumberland RDA partnered with CBDC Cumberland and the Amherst & Area Chamber of Commerce to present an information session in Amherst on June 11th for the local business community regarding the National Shipbuilding Procurement Strategy and potential economic spinoffs for rural Nova Scotia.

7.3. Cumberland YMCA

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

On June 19, the Cumberland Y held its annual general meeting. In 2012 the Y offered programs in Amherst, Brookdale, Northport, Oxford, Parrsboro, Pugwash, River Hebert, Springhill, Tidnish and Wallace.

With the new construction, the Y's capital assets have increased from \$745,500 to \$1.9 million. Chartered Accountants McIsaac-Darragh concluded that the financial statements present fairly in all material respects the financial position of Cumberland YMCA as at March 31, 2012, and the results of its operations and its cash flows for the year then ended in accordance with Canadian generally accepted accounting principles.

Highlights:

- 65 people were employed (50% under the age of 18);
- 418 people participated in an event related to international development (277 of these participants were under the age of 18);
- \$50,900 was provided in financial assistance to community residents. (\$45,020 to children under the age of 18);
- 273 children received quality care;
- 145 volunteers assisted our YMCA in programs, governance, committees and special events;
- 3,653 total volunteer hours over the past year;
- Big Impressive Fact: Since 2008 membership is up 61%.

Amongst the employees who were honoured for years of service was CAO Trina Clarke for 15 years.

Judi Giroux continues as Y Board Chair and I will be continuing as Vice Chair.

The Y continues to be the centre for recreation in Amherst and surrounding area.

7.4. Cumberland Joint Services Management Authority

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

A compost giveaway was held May 7 – 12 during which 638 bags of compost were distributed.

CJSMA is required to complete 319 hours of education in the current fiscal year, much of which has already been completed.

3,565 curbside and onsite inspections were conducted in fiscal year 2011/ 2012 throughout the County.

7.5. Northern Region Solid Waste Committee

Councillor March presented the following report on behalf of the Northern Region Solid Waste Committee:

A meeting of the Northern Region Solid Waste Committee was held June 15th in East Hants. Significant information discussed at that meeting includes:

1. It is expected that the tender for the standing offer on Green Compost Carts will be posted within the next two weeks.
2. The Regional Chairs are hoping to hire a consultant in order to provide a report on the best practices relating to the permitting of construction and demolition as well as the management of the waste generated. It is expected that it could take the better part of a year to have this project completed.

7.6. L. A. Animal Shelter

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

In 2011 the shelter took in 128 dogs and 82 were adopted. 94 cats were taken in and 77 were adopted. Since January 1, 2012, the shelter has taken in 57 dogs and 42 cats. For the month of May 2012, eight cats were taken in and 12 were adopted. 11 dogs were taken in, eight were adopted and one was euthanized. At the end of May the shelter had 35 cats and 11 dogs available for adoption. Volunteers made approximately 81 visits during the month to walk dogs.

A second newsletter was printed May 1st and is available on the shelter web page or will be sent to you if you e-mail: shelterfriends@laanimalshelter.ca. By doing this you will automatically receive a news letter by e-mail.

The Lillian Allbon Animal Shelter celebrated its 25th Anniversary on June 1st. Leading up to the anniversary and during the month of June a number of fundraisers were held by businesses and volunteer organizations throughout the county. Changes School of Hair design hosted a cut-a-thon and raised \$605. Gallery 8 Photo Studio in Amherst held a photo session for 30 dogs. The staff of Scotia Bank on Victoria St. Amherst held a basket raffle, LA Shelter T-Shirts and gathered pledges for, and participated in, the Jesse Payne 2nd Annual Memorial dog walk in Amherst. The total raised by staff was \$4,800. Scotia Bank committed to matching the Memorial dog walk funds thus raising the total to \$8,800. On Saturday June 2nd Tantramar radio station FM 107.9 hosted a radio-a-thon. A yard sale and dance was held at the Legion Hall on La Planch Street Saturday June 16th and on Monday June 18 the Shelter President, Corinne Burke, made a power point presentation on the history and activities of the shelter to the Amherst Rotary Club. While not all organizations have reported their donations, as of this date it is anticipated that collectively approximately \$15,000 was raised during the Anniversary celebration period. This will certainly help offset annual operating costs of \$160,000 such as approximate monthly expenses including, veterinarian costs of \$5,000, payroll costs of \$6,000 and general costs such as fuel, phone, garbage, snow removal and electricity.

The Shelter has two face book pages: Lillian Allbon Animal Shelter Fan Club and Lillian Allbon Animal Shelter(Auction). "Like us" to receive all our news and to bid on auction items. The Shelter is located at 798 Smith Road in Upper Nappan , Nova Scotia. Telephone 661-7297.

A 24 slide power point presentation of the history and operating procedures for the shelter has been prepared. Any organization that would like to have a presentation is invited to contact the shelter or any of the board members.

8. ADJOURNMENT

Prior to the adjournment, Mayor Small congratulated the Town and the organizing committee for the Cross Border Challenge. He extended an invitation to everyone to join the Canada Day celebrations. He acknowledged AYTC Member, Brandon Metz on the video camera. He extended best wishes to staff taking vacation over the summer.

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

Gregory D. Herrett,CA
Town Clerk and CAO

Robert Small
Mayor

Amherst Town Council

June 25, 2012

AGENDA

1. O'CANADA
2. HEARINGS / PRESENTATIONS / PETITIONS
 - 2.1 Presentation to Shirley Nickerson
 - 2.2 Presentation to Councillor Angel
3. CALL TO ORDER
 - 3.1 Amendments to the Agenda
 - 3.2 Approval of the Agenda
 - 3.3 Approval of Minutes
4. REQUESTS FOR DECISION
 - 4.1 CUPE Agreement
 - 4.2 Tax Exemption By-law at 2nd Reading
 - 4.3 Dog By-law at 2nd Reading
 - 4.4 Adopt-A-Garden Policy
 - 4.5 Community Arts Council Committee Policy
 - 4.6 Appointments to Downtown Business Advisory Committee
 - 4.7 MPAL Strategy
 - 4.8 Procurement Agreement
 - 4.9 Property behind 10 Donald Avenue
 - 4.10 Tender - East Victoria Street Sidewalk
 - 4.11 Tender - 2012-13 Capital Paving Program
 - 4.12 R. H. Smith Trust Fund – Library Circulation Desk
 - 4.13 UNSM Resolutions
 - 4.14 Funding Request – Cumberland Reds Slo Pitch
 - 4.15 Funding Request – Atlantic Dance Academy
 - 4.16 Funding Request – ARHS Reunion
 - 4.17 Funding Request – Cops for Kids
 - 4.18 Summer Council and Committee Meetings
5. INFORMATION / DISCUSSION ITEMS
 - 4.1 Schedule of Events – Victoria Square and Dickey Park
 - 4.2 Municipal Election
 - 4.3 Letter to Premier (Additional Item)
6. INTERNAL COMMITTEE REPORTS
 - 6.1 Planning Advisory Committee
 - 6.2 Amherst Board of Police Commissioners (Nil report)
 - 6.3 Dangerous and Unsightly Premises (Nil report)
 - 6.4 Amherst Youth Town Council
7. EXTERNAL COMMITTEE REPORTS
 - 7.1 Cumberland Public Libraries
 - 7.2 Cumberland RDA
 - 7.3 Cumberland YMCA
 - 7.4 Cumberland Joint Services
 - 7.5 Northern Region Solid Waste Committee
 - 7.6 L. A. Animal Shelter
8. ADJOURNMENT