

Amherst Town Council

Regular Council Meeting

Minutes

Date of Meeting: Monday, November 28, 2011
Location: Council Chambers, Town Hall

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

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

1. O'CANADA

2. HEARINGS / PRESENTATIONS / PETITIONS

2.1. Presentation - Bette Douglas

Bette Douglas made an oral presentation to Council on the topic of the Tantramar Theatre and its impending move from the Dominion Public Building. Ms. Douglas did not provide a paper copy of her presentation.

She spoke at length, reviewing the history of the Tantramar Theatre. She noted that the Theatre is a registered charity that has spent the past 14 years in the Dominion Public Building. She reviewed the various federal employment projects that the organization has coordinated. She went on to note several of the playwrights who have written plays for the theatre and the various performances and performers that have made appearances.

Ms. Douglas moved on to describe the contributions that her grandson, George Douglas, has made to the organization after leaving his job at PolyCello to work with the Theatre full time.

She talked about a number of the organizations for which Tantramar Theatre held events including the Cumberland Barristers Society and the Maritime Well Drilling organization. She made the point that many times donations were made to local organizations and causes as a result of some of these performances.

Ms. Douglas spoke of the economic impact that Tantramar Theatre has had on the area for writers, directors, actors, technicians and others. She noted that the Theatre employed set designers, set builders, bar staff, kitchen help and that local businesses also benefited.

Ms. Douglas noted that the Theatre was worked with the justice system for many years to accommodate folks needed to perform community service.

She concluded by asking Council to postpone the vote on the decision to move Town Hall to the Dominion Public Building. She asked Council to show the electorate that they have heard their concerns and that they care.

2.2. Public Hearing - Consistent Streetscapes

Mayor Small explained that this public hearing is to consider amendments to the Land Use Bylaw which will regulate the orientation of new residential buildings in relation to the street. These amendments were recommended to council for adoption by both Planning staff and the Planning Advisory Committee. He called on Jason Macdonald to make a presentation on the proposed amendment and address questions from Council. He asked the CAO if there had been any written submissions; there were none. He called for comments from the public; there were none. He stated that the adoption of these amendments is on Council's agenda for this evening's meeting. The Public Hearing was concluded.

3. CALL TO ORDER

3.1. Amendments to the Agenda

3.2. Approval of the Agenda

Moved by Councillor Robert Angel
Seconded by Councillor David March
That the agenda be approved as circulated.

Motion Carried

3.3. Approval of Minutes

Moved by Councillor Terry Rhindress
Seconded by Councillor Robert Angel
That the minutes of the October 24, 2011 regular meeting and the October 27, 2011 special meeting be approved as circulated.

Motion Carried

Though there was no motion to amend the agenda, Council agreed to address the information items (section 5) before the requests for decision (section 4).

5. INFORMATION / DISCUSSION ITEMS

5.1. Funding Request - East Cumberland Lodge (HERRETT)

The CAO informed Council that this request from East Cumberland Lodge, while it serves as a good cause, is outside existing policy; a letter is to be written to the applicant advising them of this.

5.2. Dominion Public Building (HERRETT)

CAO presented the following report on the matter:

In response to Council's request, I have prepared a memo outlining the circumstances and timeline regarding the acquisition of the Dominion Public Building and the subsequent discussions and direction with and from Council, as well as the interaction with officials from Tantramar Theatre.

Acquisition and Rationale

The Dominion Public Building was acquired by the Town from Tang Dynasty Investments Limited on December 23, 2010 at a purchase price of \$300,000. This transaction was approved by Council on December 9, 2010.

In the years leading up to this transaction, the building was largely ignored by its former owners and, on several occasions, fell into arrears for commercial property taxes, once even progressing to the tax sale stage only to have the property taxes paid at the eleventh hour. It is no secret that Mr. Tang and his company did only what they literally were forced to do to keep the building open. The building had been listed for sale and during 2010, large commercial real estate signs were erected on the building by the agent engaged by Mr. Tang to attempt to sell the building.

Mr. Tang and Tang Dynasty Investments Limited have had, and continue to have, a dismal track record when it comes to commercial property investment in Amherst. At one time, the company owned the Dominion Public Building, the adjacent Bank of Montreal Building, the Bird Building, the former Royal Canadian Legion Building and a couple of related parking lots. There were always grand plans, but there was never, ever, any action. Of these buildings, only the Dominion Public Building is of obvious value due to its location and its relatively good state of repair. The Bird Building was demolished after being declared unsightly and dangerous, the BMO building requires major renovations if it is to be saved, and the former Royal Canadian Legion property is in the Unsightly Premises process. The property at 5 Havelock, the former site of the Bird Building, and the former Royal Canadian Legion Building are both listed for a tax sale coming up in December of 2011.

The location of the Dominion Public Building, in the heart of Amherst's Downtown, the lack of interested, responsible, well financed ownership and the fact that the Town was embarking on a major investment, along with its provincial and federal partners, in revitalizing the Downtown made it of strategic importance and value to the Town of Amherst. In fact the preamble to the Centre First: Downtown Amherst Action Strategy states, in part: "The Town must take the leading role for Downtown reinvestment, working towards the restoration of the depleted tax base. Through demonstrating their commitment to Downtown Amherst, the Town will attract private investment to further complement and enhance redevelopment initiatives. Through joint public-private investment, the Downtown will achieve its vision as the civic and functional centre of the Town of Amherst."

Council decided that it did not want to run the risk of the building either remaining with Tang Dynasty Investments Limited or falling into the hands of some other disinterested or under financed owner and when the opportunity presented itself to acquire the building, after performing a preliminary inspection, the Town moved to secure what it deemed to be a strategic asset.

Use of the facility

Obviously, the DPB was not vacant. Tantramar Theatre was, at the time of purchase, occupying the building, using mainly the main floor although storage areas throughout the building were in use by the Theatre. As can be seen in the attached chronology, Town staff met with representatives of the Tantramar Theatre prior to the December 9, 2010 Council meeting at which the purchase was approved, as a courtesy, to ensure that they were advised of the purchase directly by the Town and not by some third party or through the media. Bette and George Douglas were advised at that meeting that nothing would change overnight and that after the transaction with Tang Dynasty Investments Limited was complete we would be in touch to negotiate a lease. They were also advised that in the short term it should be situation normal but that it may be that in the longer term we may need to help them find another downtown location.

Through the process of assessing a number of both recently acquired and long held facilities the Town began to take a closer look at the Dominion Public Building. In early April, members of Council toured the building and gave direction

to staff to begin the process of investigating the use of the basement and second floors of the building for a municipal purpose – relocating some municipal operations to those floors. Very soon after that tour and those directions given to staff, municipal staff met with Bette Douglas to advise her that the Town was very likely going to begin to use parts of the building and that no conclusion had been reached on the use of the main floor, but that the possibility existed that at some point the municipal use might expand to include the space that Tantramar was currently using.

Through May and June of 2011 two things were happening with respect to the Dominion Public Building and Tantramar Theatre. Budget estimates were developed by municipal staff, in consultation with a mechanical engineering consultant, and presented to Council in the Capital Budget process. An amount of \$235,000 was approved by Council in May 2011, as part of the annual budget, to begin to address plumbing, heating, ventilation and air conditioning, technology, security and other miscellaneous upgrades to the building.

As well, the process of developing a lease for the space being occupied by Tantramar Theatre was underway. Municipal staff developed the lease and reviewed it with representatives of Tantramar Theatre. Up to this point in time they had simply been paying an amount equal to the amount of the utility costs of keeping the building heated and open. The lease amount was designed to simply reflect these costs. Tantramar Theatre, recognizing that the potential existed that they may have to vacate at some point expressed concern that they be given enough notice to allow for the booking of events. It was agreed that approximately eight months was sufficient notice and this was reflected in the lease. Tantramar did request that they be permitted to stay until January of 2013. This request was not related to the “sufficient notice” issue, but rather, it would give them another season of revenue. This request was not agreed to by Council. The lease was approved by Council at its June, 2011 meeting and signed by the parties on June 29, 2011.

Continuing the process of assessing municipally owned facilities, through the summer of 2011 the Town engaged architect Arthur Arsenault, to explore the possibility of developing the main floor of the Dominion Public Building as a Council Chamber/public meeting space and to estimate the costs of achieving this.

Municipal staff attended a meeting with George Douglas on September 21, 2011. The September 30th date was approaching and he was actively considering a number of options for the location of the operation including at least one in Amherst and one outside Amherst. Mr. Douglas was advised at that meeting that the Town was actively exploring the use of the main floor as a Council Chamber/public meeting space. As well we discussed the potential use of the BMO building as a possible alternate location for the Theatre. (This location had to be eliminated due to cost uncertainty and the longer development timeline.)

Town staff offered their assistance in finding a new location – hopefully in the Downtown. He was advised that a decision would not be made on the issue before the end of September; he acknowledged and agreed to this and he advised that the timelines for any decision he had to make would not be affected by the additional time required.

The issue of the utilization of the entire building was discussed by Council, on an in-camera basis, early in October. Council directed staff to proceed toward implementing that initiative and to proceed to advise Tantramar Theatre that we would require use of the space and that we would not be renewing the lease. The budget and concept for project was to be formally presented to Council at its November meeting for approval. This presentation has since been deferred to allow Bette Douglas to address Council on the topic.

Staff were directed to, as a courtesy, advise Tantramar Theatre of the impending decision before it became public at the November meeting. Once again we were concerned that they hear it from representatives of the Town and not from some third party or in the media. Town staff also reiterated the offer of assistance in finding a new location – preferably in the Downtown. That meeting took place on October 25, 2010. Once again, on October 26, 2010, in response to a request for clarification, municipal staff met with George and Bette Douglas to provide clarification on a few points. Among the points that the representatives of Tantramar Theatre wished to have clarified was the proposed use of the main floor. They were advised that the intent was indeed to develop it into a Council Chamber.

There has been no municipal staff contact with representatives of Tantramar Theatre since the October 26th meeting. Mayor Small and Councillor David March met with Bette and George Douglas on November 4, 2011.

5.3. Showcase Production - Expression of Interest (HERRETT)

CAO reviewed a letter from Showcase Productions Society requesting first option of purchasing the former RCMP building, should the Town determine it to be surplus to its needs. This was referred to staff as a part of the facility evaluation process.

4. REQUESTS FOR DECISION

4.1. Land Use Bylaw Amendment at 2nd Reading, RFD2012076 (MARCH)

Moved by Councillor David March

Seconded by Deputy Mayor Dale Fawthrop

That Council approve second reading of amendments a Bylaw to Amend the Land Use Bylaw, P-2-12, which will regulate how new residential buildings relate to the street, as recommended by the Planning Advisory Committee

Motion Carried

4.2. Funding Request - Community Christmas Dinner, RFD2012073 (RHINDRESS)

Moved by Councillor Terry Rhindress

Seconded by Councillor David March

That Council approve funding in the amount of \$250 under the Festivals and Events Policy to help fund the annual Amherst Community Christmas Dinner on December 25th at the Bridge Workshop.

Motion Carried

4.3. Policy Review - 10350-08 Appointments of Citizens to Boards ... RFD2012072 (BAKER)

Moved by Councillor George Baker

Seconded by Councillor Terry Rhindress

That Council approve the amended policy #10350-08 Appointment of Citizens to Boards, Committees and Commissions as presented.

Motion Carried

POLICY 10350-08 APPOINTMENT OF CITIZENS TO BOARDS, COMMITTEES AND COMMISSIONS

POLICY STATEMENT

1. All appointments to boards, committees and commissions shall be ratified by Town Council at a duly constituted meeting of Council.
2. All appointments shall be for a specific period of time and may be terminated by Council at any time.
3. Term and expiry of appointments shall be in accordance with the applicable committee terms of reference.

4. Only residents of Amherst shall be appointed to boards, committees and commissions unless the terms of reference provide for appointments of non-residents.
5. Solicitation for prospective appointees for boards, committees and commissions shall be obtained by advertising in the local media and on the Town's website.
6. Town employees or their family members shall not be eligible to sit as a member of any board, committee or commission. Employees shall act as resource persons only.
7. A citizen shall be eligible to serve on not more than two boards, committees or commissions at any one time.

PURPOSE

The purpose of this policy is to clarify the appointment of members to boards, committees and commissions.

DEFINITIONS

"Boards, committees and commissions" are those agencies, either operational or advisory, created by Council, the members of which are appointed to fulfill a specific mandate.

"Family members" shall include persons of an employee's immediate family.

4.4. Council Committee Appointments, Memo (BIRD)

Moved by Councillor Robert Bird

Seconded by Deputy Mayor Dale Fawthrop

That Council approves the following committee appointments for terms ending November 30, 2012:

Mayor Small

Planning Advisory Committee (as Ex-Officio) (Reappointment)

Heritage Advisory Committee (as Ex-Officio) (Reappointment)

Tyndal Wellfield Advisory Committee (Reappointment)

Councillor Angel

Amherst Board of Police Commissioners (Reappointment)

Tyndal Wellfield Advisory Committee (Reappointment)

Cumberland Public Libraries Board (Reappointment)

LA Animal Shelter Board (Reappointment)

Councillor Baker

Downtown Amherst Revitalization Society (Reappointment)

Cumberland Joint Services Management Authority (Reappoint)

Planning Advisory Committee (Reappointment)

Unsightly Premises Committee (Reappointment)

Northern Region Solid Waste Committee (Reappointment)

VON Board of Directors (Reappointment)

Councillor Bird

Planning Advisory Committee (Reappointment)

Heritage Advisory Committee (Reappointment)

Amherst Youth Town Council (Reappointment)

Amherst Board of Police Commissioners (Reappointment)

Deputy Mayor Fawthrop

Amherst Board of Police Commissioners (Reappointment)
 Cumberland Regional Economic Development Association (Reappointment)
 Tyndal Wellfield Advisory Committee (Reappointment)
 Unsightly Premises Committee (Reappointment)
 Tree Advisory Committee (Reappointment)
 YMCA Board of Directors (Reappointment)

Councillor March

Downtown Amherst Revitalization Society (Reappointment)
 Planning Advisory Committee (Reappointment)
 Unsightly Premises Committee (Reappointment)
 Tree Advisory Committee (Reappointment)
 Heritage Advisory Committee (Reappointment)

Councillor Rhindress

Cumberland Joint Services Management Authority (Reappointment)
 Tyndal Wellfield Advisory Committee (Reappointment)

AND FURTHER, that all members of Council be appointed to the Committee of the Whole of Amherst Town Council, and to the Town of Amherst Audit Committee for terms ending November 30, 2012.

Motion Carried

Moved by Councillor Robert Bird

Seconded by Councillor David March

THAT the following Council Departmental Liaisons be appointed for one year terms ending November 30, 2012:

Transportation and Public Works - Councillor Rhindress

Corporate Services - Councillor Angel

Planning Services - Councillor Baker

Fire Department - Councillor March

Community and Economic Development - Councillor Bird

Police Commission - Deputy Mayor Fawthrop

Motion Carried

4.5. Appointments to Youth Town Council, RFD2012078 (BIRD)

Moved by Councillor Robert Bird

Seconded by Councillor Terry Rhindress

That Council make the following one year appointments to the Amherst Youth Council with terms expiring November 30, 2012: Zac Black, Kevin Hatheway, Chelsey Brown, James Gaudet, Daniel Ripley, Peter Woo, Brayson White and Nipun Arora (reappointments) and Noah Sangster and Brandon Sutherland (new appointments).

Motion Carried

4.6. Funding Request - 4H, RFD2012074 (ANGEL)

Moved by Councillor Robert Angel

Seconded by Councillor Terry Rhindress

That Council approves funding in the amount of \$100 in support of Heather Creamer's expenses associated with being selected to attend the Royal Winter Fair in Toronto for 4-H.

Motion Carried

4.7. Outdoor Rink, Memo (FAWTHROP)

With respect to a letter received from Sarah MacIntosh on November 16 regarding having access to lands to construct an outdoor rink, Council directed staff to respond to Ms. MacIntosh advising that the tennis court at Lions Park has been identified as a location that can be used by this group to build an outdoor rink.

The Town's role was to help in establishing a location, and Council directed staff to have a discussion with Ms. MacIntosh on their concept of the project and work with them.

4.8. December Meeting Dates, RFD2012075 (RHINDRESS)

Moved by Councillor Terry Rhindress

Seconded by Councillor David March

That the date of the regular Council meeting be changed to Monday, December 19, 2011.

Motion Carried

4.9. CJSMA Special Resolution, RFD2012077 (BAKER)

Moved by Councillor George Baker

Seconded by Deputy Mayor Dale Fawthrop

That Council approve the special resolution, recommended by the Board of the Cumberland Joint Services Management Authority on Thursday, November 17, 2011, authorizing the purchase of a windrow turner in the amount of \$50,000 financed by MAP funds from RRFB of \$25,000 and reserves of \$25,000.

Motion Carried

4.10. Concession Agreement, (MARCH)

Councillor Baker declared a conflict and excused himself from the Council table for discussion and decision on this topic.

Moved by Councillor David March

Seconded by Councillor Terry Rhindress

That Council approves the concession agreement with George Baker for the operation of the Amherst Stadium Canteen and the Robb Complex to July 31, 2014.

Motion Carried 5-1

Opposed: Councillor Robert Bird

Canteen Concession Agreement

THIS AGREEMENT made this ___ day of _____, 2011,

BETWEEN:

THE TOWN OF AMHERST(the Town)

-and-

GEORGE BAKER(the Operator).

IN CONSIDERATION of the covenants set forth on the part of the Operator to be observed and performed, the Town and its assigns grant to the Operator the right to operate the food and drink concession (the "Concession") At the Amherst Stadium and the Robb's Centennial Complex (the "Facility") (as further described and set out in Appendix "A") for a term of three (3) years extending from August 1st, 2011 to July 31st, 2014 for the annual amount of Ten Thousand Dollars (\$10,000.00) plus HST ("Contract Amount") plus Two percent (2%) of net Sales (total sales less HST) in excess of \$100,000.00 plus HST;

1.01 Payment of the Contract Amount: An initial payment of \$500.00 on date of signing. Payments of \$1000.00 plus HST commencing the 30th day of September, 2011 and following on the last day of each month thereafter for the months from September to April each year and concluding on the 30thday of April, 2014. And payments of \$500.00 plus HST commencing on May 30thfollowing on the last day of each month thereafter for the months from May to August each year and concluding on the 30thday of August, 2014.

1.02 On or before August 31st of each year of the contract , the Operator shall provide to the Town a Statement of Year End Sales net of HST (Previous year) and remit with the Statement of Year End Sales the 2% plus HST amount on the over \$100,000.00 sales. The Town shall upon request be provided the detailed sales receipts to examine records for each year of sales.

1.03 The Operator has provided a security deposit of One Thousand Dollars (\$1,000.00) as set out in paragraph 5.03 herein.

2.0 The Operator covenants and agrees with the Town to operate the Concession in accordance with, and subject to:

2.01 The Operator must furnish all human resources, insurance, licensing, bonding, small wares, additional equipment, food, beverages and supplies to operate canteen and catering services at the Amherst Stadium. Operator to establish new customer accounts with all suppliers, including The Pepsi Bottling Group.

2.02 Concession rights include vending machines on location at the Amherst Stadium and Robb's Centennial Complex. Concession rights do not include the sale of alcoholic beverages.

2.03 The Operator must at all times maintain adequate records of sales by using point of sale equipment deemed suitable to all regulators.

2.04 The Pepsi Bottling Group holds exclusive beverage rights on the Amherst Stadium and Robb's Complex. The Operator must purchase and use Pepsi-Cola products at all times until this agreement expires in January, 2012. At the end of the agreement with Pepsi Cola, the Operator must have arrangements in place that address all existing needs for vending machines in the stadium in addition to having appropriate products for sale in the canteen areas of the Stadium. Any exclusivity agreement reached by the concessionaire with the beverage supplier must be approved by the CAO to ensure the interests of the Town are addressed. Any agreement cannot extend past the expire date of this concession agreement (July 31, 2014).

2.05 The Operator shall enter into any contracts necessary with the supplier mentioned in paragraph 2.04 to obtain their product for sale at the Amherst Stadium and Robb's Complex up to the expiry of the agreement with the Town.

2.06 The Operator shall, in regard to the beverage vending machines located at the Amherst Stadium and Robb's Complex, make whatever arrangements; enter into any contracts necessary to continue the operation of said vending machines. The Town will assign all its rights to the 25% commission presently payable to the Town in regard to the earnings of the said vending machines up to the expiry of this agreement with Pepsi Cola.

2.07 Product Quality— The Operator shall be responsible for processing, preparing, storing, and serving all food and beverage items adhering to all federal and provincial regulations.

2.08 Staffing and Training— The Operator must provide adequate numbers of employees, vendors to efficiently serve the customers. Operator personnel must maintain professional demeanor at all times. The Operator employees must be easily identified with proper uniform and name tag approved by the Town of Amherst. The Operator shall provide adequate and regular training for its employees including, without limitation, instruction on appropriate procedures for handling customers' requests and complaints. The staff shall be trained in food handling and industry sanitation programs to comply with all applicable federal and provincial laws and regulations.

2.09 Repair and Maintenance— The Operator shall be solely responsible for the condition, maintenance, operation, and management of the Concession furnishings, equipment and fixtures which the Town has supplied, as well as any Concession furnishings, equipment and fixtures which the Operator has supplied or may supply during the term of this Contract, and the Town shall not be required to

accept any cost or expense for repairs or maintenance of any nature whatsoever. The Operator shall maintain the Concession furnishings, equipment and fixtures which the Operator or the Town has supplied in good working order and repair in accordance with all supplier and manufacturer maintenance recommendations. The Town shall provide to the Operator for use during the term of the contract the equipment as set out in Appendix "B", subject to clause 2.08 herein. All equipment shall be returned to the Town in good working order at the completion of the contract.

2.10 Industry standards for occupational health and safety must be adhered to.

2.11 Mandatory Hours of Operation— It is mandatory that the Operator have the canteen open at the Amherst Stadium on Fridays from 5:00 p.m. to 9:00 p.m., Saturdays from 9:00 a.m. to the end of bookings for the day, Sunday from 9:00 a.m. to 5:00 p.m. and for all MHL games, tournaments, skate shows during normal operating season, and all major bookings at the stadium throughout the year. In addition, it is required that canteen services be provided at Robb's Complex for all major events and ball tournaments.

2.12 Security— It is the Operator's responsibility to secure all canteen facilities. If a theft occurs, it must be reported immediately to the supervisor of the facility. Theft of any equipment and products, and receipts will be the responsibility of the Operator.

2.13 Subcontracting— The Operator may not assign any of its rights or obligations without the prior written approval of the Town of Amherst.

2.14 Multi Day Event User Contracts— Multi day event users who contract the facility to are limited to one day hospitality provision of food and beverages in the heated room on the second floor of the stadium providing food and refreshments as detailed in the Schedule "A" Hospitality Room Food Products that is provided to the event user at the time of the booking.

3.0 Insurance and Protection of Property

3.01 Protection of Work and Property The Operator shall protect the Work area and the Owner's property from damage which may arise as the result of the Operator's operations under the Contract.

Should the Operator in the performance of the Contract damage the Work, or the Owner's property, the Operator shall be responsible for the making good such damage at the Operator's expense.

3.02 Worker's Compensation— Prior to commencing the Work, the Operator shall provide evidence of compliance with workers' compensation legislation in Nova Scotia, including payments due thereunder.

At any time during the term of the Contract, when requested by the Town, the Operator shall provide such evidence of compliance.

3.03 Insurance— The Contractor at their own expense shall take out and maintain throughout the term of the contract:

a) General Liability Insurance issued on an occurrence basis for an amount of not less than Two (2) Million per occurrence with a property damage deductible not exceeding \$2,500 for your premises and operations. Coverage shall include but not limited to Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Non-Owned Automobile and contain a cross liability severability of interest clause. The Town of Amherst shall be added as an additional insured.

b) All Risks Property Insurance subject to a waiver of subrogation in favour of the Owner, in an amount equal to One Hundred (100) percent of the full replacement cost, covering all property owned by the Contractor and for which the Contractor is legally liability

c) including leasehold improvements and business interruption for a minimum of Twelve (12) months. The Owner shall be added as a loss payee as their interests may appear.

3.04 The policies required under a) and b) above:

- Shall not be cancelled unless the Insurer notifies the Owner in writing at least Thirty (30) days prior to the effective date of the cancellation.

- A certificate of Insurance shall be provided to the Owner Five (5) days prior to the contract being executed and annually thereafter.

- All applicable deductibles are at the sole expense of the Contractor.

3.05 INDEMNIFICATION

The successful Contractor shall indemnify and hold the Town of Amherst harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the Contractor, its agents, officers, employees or other persons for whom the Contractor is legally responsible save and except for the negligence or willful misconduct of the Town of Amherst.

3.06 If the Operator fails to provide or maintain insurance as required by the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence to the Operator. The Operator shall pay the cost thereof to the Owner on demand.

4.0 Concession Area and Equipment

4.01 The concession stand at the Amherst Stadium as shown on the Plan of Renovations, hereto attached as Appendix "A", and with the allowance for one (1) freestanding table in the lobby area adjacent to the first floor canteen to address peak business requirements relieving congestion and also the 2 existing canteens on the 2nd floor (north and south) shown on the plan for the 2nd floor. In addition Robb's Centennial Complex submitted in the proposal provided by the Operator is included under this agreement.

4.02 List of Equipment provided by the Town as shown in Appendix "B" attached hereto.

5.0 General Conditions

5.01 All references to "Contractor" "Tenderer", "Bidder", "Successful Bidder" "Successful proponent" "Concessionaire" or similar shall be deemed to mean "Operator".

5.02 The Operator does further covenant and agree with the Town that if at any time during the continuance of this agreement the Operator fails in the performance of the terms and conditions contained in this agreement, including the schedules embodied in and forming part of this agreement, then in that case and in every such case, the Town may exercise any or all rights and remedies as contained in this agreement

5.03 Performance Security-The Operator shall prior to execution of this agreement by the Town and commencement of its concession operations, provide the Town with a performance security in the amount of One Thousand Dollars (\$1,000.00) for any damage to the Town's real or other property arising out of the operation of the Concession herein and existing at the termination of this agreement. The Town shall refund the security deposit to the extent that it is not required at the termination of the agreement to pay for damage or repairs and restoration of the area of operation as provided for in this agreement or pursuant to the clause entitled "Termination".

5.04 Area of Operation

The snack bar area indicated on Appendix "A" with the dimensions as shown on Appendix "A", shall be provided by the Town to the Operator for the operation of the Concession and shall be referred to as the area of operation in the Amherst stadium Any costs or expenses respecting alterations, installations or improvements to the area of operations required by the Operator and the provision and maintenance of the Operator's operating equipment shall be the sole responsibility of the Operator.

5.05 Ownership of Operator-installed Improvements

Any and all improvements or alterations to the area of operation including fixtures installed and paid for by the Operator shall upon expiration or termination of this agreement be removed by the Operator. The area of operation shall be restored as closely as possible to the condition it was in when it was first occupied by the Operator pursuant to this agreement, damage by fire or unavoidable casualty and ordinary wear and tear excepted.

5.06 Alterations and Additions

The Operator shall neither alter any part of the area of operation, nor install any fixtures thereto without the prior permission in writing from the Town which permission shall not be unreasonably withheld. The Operator shall provide the Town with all relevant plans and drawings respecting any proposed alterations, installations or other improvements to the area of operations upon applying for such permission in writing from the Town.

5.07 Comply with Laws

The Operator shall, relating to its operation of the Concession, comply with all applicable statutes, laws, by-laws, regulations, ordinances, notices and orders, whether federal, provincial, municipal or otherwise, at any time in effect during the currency of this agreement, and all rules and requirements of the police and fire departments, or other governmental authorities, and procure all C.S.A. approvals, if required. The Operator shall obtain and pay for all necessary permits and licences required to permit its operation of the Concession, and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the Operator is called to any such violation on the part of the Operator, or of any person employed or engaged by the Operator, the Operator shall immediately desist from or correct such violation. Notwithstanding the foregoing, where it is not possible with reasonable diligence to immediately desist from or correct the violation, the Operator shall immediately commence efforts to do so and shall thereafter diligently pursue those efforts.

5.08 Costs to Comply

Any costs incurred or required to meet the compliance by the Operator with laws, by-laws or regulations, including equipment required by the Fire Code shall be assumed by the Operator.

5.09 Use of the Area of Operation

The Operator shall not use the area of operation, nor shall he or she permit others to use the area of operation, for any other purpose than the purposes of operating the Concession to provide food and beverage service to Facility users.

5.10 Standard Conditions of the Area of Operation

The Operator shall keep the area of operation clean, clear of waste, paper, garbage, combustible materials and obstructions, and shall not cause or permit any noises and odors which would constitute a nuisance to emanate from the area of operation.

5.11 Repairs and Maintenance

The Operator shall maintain the area of operation and all fixtures, equipment and chattels in a safe, clean and neat condition, and shall maintain all equipment or chattels used in the area in a good state of repair. The Town Chief Administrative Officer acting reasonably may require certain maintenance, repair or replacement in accordance with notice given in writing to the Operator. Where the Operator fails to repair, replace or remedy any deficiency within hours following the giving of such notice (or if the deficiency is not, within reasonable diligence, capable of being repaired or replaced or remedied within such hour period, where the Operator fails to commence efforts to remedy such default within hours following the giving of such notice and thereafter diligently to pursue such efforts), the Town may cause the required work to be done either by its own employees or by some other person authorized by the Town Chief Administrative Officer to do so. The reasonable cost of such work shall be recoverable as a debt from the Operator, its successors and assigns, and shall bear interest at a rate equal to the interest rate the town charges on overdue taxes, when the Town exercised its right to cause such work to be done. This does not preclude the Town from resorting to any other remedies that it may have at law. The Town Chief Administrative Officer shall, acting reasonably, be the sole judge of the adequacy of the cleanliness, safety and neatness of the Concession and shall have the power to order any changes deemed advisable to ensure this. Upon termination of this agreement, the Operator shall leave the area of operation in good repair and in a safe, clean and neat condition, damage by fire or unavoidable casualty and ordinary wear and tear excepted.

5.12 Solid waste disposal

The Operator shall sort solid waste in accordance with the Town's Solid Waste bylaw.

5.13 Natural Gas

The Operator shall be responsible for the payment of natural gas as metered for the operation of the Concession and the Town shall be responsible for the cost of installing meters in the area of operation to measure the consumption of these utilities by the Operator.

5.14 Telephone

The Operator shall have installed his or her own business telephone in the area of operation and be responsible for payment of all costs associated with the installation and monthly charges.

5.15 License and Taxes

In addition to the payment contemplated by this agreement for the right to operate the Concession, the Operator shall at his or her own expense be responsible for

obtaining and keeping all municipal and any other licenses, or approvals, necessary to permit the use of the area of operation by the Operator and the carrying on of the business of the Operator as provided for in this agreement and the payment of, any applicable business occupancy taxes on the Concession area of operation.

5.16 Signs

A sign satisfactory to the Town, acting reasonably, identifying the Operator may be displayed by the Operator above the main canteen or sales area on the second level. The sign shall be located in agreement with the Town Chief Administrative Officer. The Operator shall not exhibit, other than interior menu and daily menu specials and promotional signage used under national advertising campaigns, any other signs, notices, paintings, designs or advertising devices, without first having obtained the consent in writing of the Town Chief Administrative Officer.

5.17 Indemnity

(1) The Operator shall be liable for and indemnify and save harmless the Town from any and all losses, liabilities, damages, costs, claims, suits or actions arising out of:

(a) any breach, violation or non-performance of any covenant, condition, agreement or other obligation in this agreement set forth and contained on the part of the Operator to be fulfilled, kept, observed and performed, and

(b) any damage to property and any injury to any person (including death) resulting or occasioned by any wrongful act, default, omission or negligence of the Operator and those for whom it is in law responsible, occurring in or on the area of operation or any part thereof.

(2) The Town shall be liable for and indemnify and save harmless the Operator from any and all losses, liabilities, damages, costs, claims, suits or actions arising out of:

(a) any breach, violation or non-performance of any covenant, condition, agreement or other obligation in this agreement set forth and contained on the part of the Town to be fulfilled, kept, observed and performed, and

(b) any damage to property and any injury to any person (including death) resulting or occasioned by any wrongful act, default, omission or negligence of the Town and those for whom it is in law responsible, occurring in or on the Facility or any part thereof.

(3) If the Town or the Operator ("non-defaulting party") shall, without fault on its part, be made a party to any litigation commenced against the other ("defaulting party"), the defaulting party shall protect, indemnify and hold the non-defaulting party harmless and shall pay all costs, expenses and legal fees (on a solicitor and own client basis) incurred and paid by the non-defaulting party in connection with such litigation.

5.18 Removal of Equipment

Upon termination or expiration of this agreement, the Operator shall cease its business operations and remove from the area of operation all of its trade fixtures and personal property. The Operator shall repair any damage caused to the area of operation by such removal to the satisfaction of the Town Chief Administrative Officer acting reasonably. Any personal property remaining in the area of operation days after termination or expiration, shall become the property of the Town.

5.19 Termination

(1) If the Operator refuses or fails to comply with any of the terms and conditions of this agreement or with any reasonable order or request of the Town Chief Administrative Officer and such refusal or failure continues for days after written notice is given to the Operator by the Town Chief Administrative Officer setting out the particulars of such refusal or failure or where compliance is not, with reasonable diligence, possible within such day period, if the Operator fails to commence efforts to comply within those days and thereafter diligently to pursue those efforts, the Town shall have the right, at its sole option, to terminate this agreement forthwith by notice in writing to the Operator and thereupon the rights of the Operator shall immediately cease, determine and be at an end, and all moneys payable under this agreement shall immediately become due and payable and the Town shall not be liable for payment to the Operator of any moneys whatsoever by reason of such termination.

(2) Where the agreement is terminated in accordance with the foregoing, the Town, without limiting the generality of the foregoing:

(a) may remove any of the Operator's fixtures or chattels from the area of operation by force if necessary, and in that event, neither the Town nor any of its servants, agents or employees shall be liable in damages or otherwise to the Operator. There shall be no compensation payable for any improvements made by the Operator and such improvements shall become the absolute property of the Town;

(b) shall be deemed free to enter into an agreement with any other person or persons for the operation of the Concession, and

(c) shall be entitled to apply the performance security in all or in part against any amounts as are or become payable by the Operator under this agreement. Such application shall not preclude the Town from recovering any further amounts and damages if same can be established to be payable pursuant to this agreement.

(3) The Operator may terminate this agreement at any time by providing to the Town, in writing, 90 days notice of the Operator's intention to terminate the agreement.

5.20 Destruction of the Area of Operation

(1) If during the term of this agreement or any extension to it, the Facility or the area of operation is destroyed or damaged by fire or the elements, or other causes beyond the control of the Operator, the following provisions shall have effect:

(a) if the area of operation shall, in the Town's opinion acting reasonably, be so badly damaged or destroyed as to be unfit for occupancy and to be incapable of being repaired with reasonable diligence, the Town shall within 10 days of the date of damage, give the Operator notice (the "Initial Notice") in writing of same. Either party may, at its option, terminate this agreement by notice in writing given to the other within 5 days of the date of the giving of the Initial Notice, whereupon this agreement shall terminate and the Operator shall immediately vacate the area of operation. All moneys payable hereunder by the Operator in connection with the Concession shall be fully abated from the date of damage or destruction. Furthermore, any prepaid moneys shall be apportioned for any partial month;

(b) if this agreement is not terminated as aforesaid, and if the Town determines, acting reasonably, that the damage is such:

(i) as to render the area of operation wholly unfit for immediate occupancy, then the Town shall give written notice thereof to the Operator within days of the date of the date of the damage and the payments hereunder shall not

(run or) accrue nor shall the term hereof run after such damage or while the process of repair is going on. Additionally, all prepaid moneys shall be apportioned for any partial month. The Town shall repair the area of operation with all reasonable speed and thereafter the Operator shall reopen the Concession for business to the public with all reasonable speed. All payments hereunder and the balance of the unexpired term shall recommence immediately upon the re-opening of the Concession to the public for business;

(ii) that the area of operation is capable of being partially used, then the Town shall give written notice thereof to the Operator within days of the date of the damage and the Town shall repair the area of operation with all reasonable speed. Until such damage is repaired as aforesaid and the entire Concession is re-opened to the public for business, the payment of all moneys hereunder shall abate in the proportion that the part of the area of operation rendered unfit for occupancy is of the whole of the area of operation. Additionally, all prepaid moneys shall be apportioned for any partial month.

(c) If the damage or destruction shall be due to the act, fault or neglect of the Operator, its servants, employees or agents, the provisions of this clause shall apply and such repairs as may be made by the Town shall be without prejudice to any claims, rights and remedies of the Town.

(2) Notwithstanding anything to the contrary in this agreement, if the destruction or damage occurs during the last year of the initial or any extended term of this agreement, the Operator shall be entitled to terminate the agreement.

(3) The Town shall use reasonable efforts to give the Operator adequate notice of any disruption of any utilities or other services of which the Town receives prior notice or has prior knowledge. The Town acknowledges that failure to do so could result in the Town being liable for the cost of any damage to equipment or goods dependent on the utility or services in question.

5.21 Non-Waiver

No condoning, excusing or overlooking by the Town of any default, breach or non-observance by the Operator at any time or times in respect of any provision of this agreement shall operate as a waiver of the Town's right under this agreement in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Town herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Town save only by express waiver in writing. And the doing of anything by the Town required by this agreement to be done by the Operator shall not relieve the Operator of his or her continuing obligation to do that thing.

5.22 Seizure of Goods

In addition to and without omitting any other remedy for failure of the Operator to pay the amounts of money required to be paid to the Town under this agreement, the Town may seize any or all of the goods of the Operator used in the operation of the Concession for any arrears of such amounts, and such goods or chattels may be seized at any place to which they have been removed whether in the area of operation or otherwise.

5.23 Non-assignment

(1) Neither this agreement nor any work to be performed under this agreement or any part thereof may be assigned in whole or in part by the Operator without the prior written consent of the Town. Such written consent, however, shall not under any circumstances relieve the Operator of his or her

liabilities and obligations under this agreement and shall be within the sole and unfettered discretion of the Town.

5.24 Notice -Any written notice, or any other thing to be given or delivered pursuant to this agreement shall be deemed properly given if delivered personally or mailed by prepaid registered mail as follows:

(a) If to the Town: Greg Herrett, CAO
Town of Amherst
PO Box 516
Amherst,NS

(b) If to the Operator: George Baker
17 Central Ave.
Amherst, NS

(c) such other address of which the party to be notified shall have given written notice to the other party in accordance with the preceding; and such notice shall be deemed to have been given at the time it was delivered or business days from the date of mailing as the case may be.

5.25 Right to Show or Inspect

The Town, acting reasonably, shall have the right from time to time to show or inspect the area of operation at any time , provided that the business of the Operator is not unreasonably disrupted.

5.26 Captions

The captions appearing at the beginning of each of the clauses of these general conditions are for reference only and are not to be considered a part of the general conditions.

5.27 In Case of Bankruptcy

Subject to the provisions of the Bankruptcy and Insolvency Act, R.S.C.1985, c. B-3, or any successor legislation or any other applicable legislation where, during the term of this agreement, the Operator makes an assignment for the benefit of its creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, the Town may, at its option, declare this agreement void. Where the Town declares this agreement void, the Town shall be entitled to enter into a contract with another party without the consent of the Operator. The exercise by the Town of its right to declare this agreement void and to enter into a contract with another party shall in no way prejudice any rights or remedies that the Town may have at law against the Operator.

5.28 Overholding on a Month to Month Basis

In the event the Operator remains in occupation of the area of operation after the expiration of the term hereof and without the execution and delivery of a new agreement or any written renewal or extension hereof, there shall be no tacit or other renewal of this agreement and term thereof, and the Operator shall be deemed to be occupying the area of operation from month to month at a monthly payment payable in advance on the first day of each month.

7. INTERNAL COMMITTEE REPORTS

7.1. Planning Advisory Committee (MARCH)

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

A meeting of the Planning Advisory Committee was held on November 7th. At the meeting the, Committee reviewed the draft design guidelines for buildings in the Downtown area. The Committee made a number of suggestions to improve the document. These suggestions will be incorporated into the document and presented to the PAC at their meeting currently scheduled for December 12th.

7.2. Amherst Board of Police Commissioners (FAWTHROP)

Deputy Mayor Fawthrop presented the following report on behalf of the Amherst Board of Police Commissioners:

The Amherst Board of Police Commissioners met on November 16, 2011 in Council Chambers, Town Hall. Paul Calder was sworn in as a new member, having been appointed by the Minister of Justice, fulfilling the provincial representative position on the Board. In addition to the business items discussed by the Commission, Sgt. Brian Gairns of the Amherst Police Department presented an informative demonstration on the use of Conducted Energy Weapons (tasers).

7.4. Youth Advisory Council (BIRD)

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

The Youth Town Council met on November 7, 2011. The major topic at that meeting was entering a float in the Town's Christmas Parade. Design of the float was discussed and members were busy during the week of November 14-18 decorating their float. Members walked the parade route with the float on November 19th.

The Amherst Youth Town Council is extremely focused on branding their "new" name and the parade provided an excellent opportunity to get their name out to residents and provide a visual depiction of how youth are involved in our community. During the coming year members want to be more involved in educating their peers on youth engagement initiatives they are working on. They hope to present upcoming events as they are known to their class at school. This will be part of branding their committee, which will ultimately increase awareness and participation in events hosted by the Amherst Youth Town Council.

The next meeting is scheduled for December 5 at 4:00 PM in the Town Hall Boardroom. Mayor extended thanks to Jenn Borne for her efforts with respect to the Youth Town Council.

8. EXTERNAL COMMITTEE REPORTS

8.1. Cumberland Public Libraries (ANGEL)

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

E-Readers

The Cumberland Public Libraries is lending eReaders loaded with current best selling titles. If you'd like to try out a Kobo or a Sony eReader, place a hold on one through our online catalogue (www.cumberlandpubliclibraries.ca) or pop in to one of our branches and have one of our helpful staff place a hold for you.

Food For Fines

In its seventh year and running strong, Food for Fines is a month long program that allows library patrons to pay off their fines with non-perishable food items that the library donates to local food banks. One non-perishable food item = one fine. It's that simple.

Statistics

Over 27% of Cumberland County residents have a library card that they have used within the last three years.

Did you know?

The Cumberland Public Libraries has movies and TV shows available on DVD (and a few on Blu-Ray). Check out our selection online at www.cumberlandpubliclibraries.ca or stop by a branch to see what's available.

Fundraiser

The Friends of the Pugwash Library will be holding "An Evening of Words and Music" as a fundraiser at 7:30 PM on November 19th at the Pugwash Curling Club. Proceeds will go to a new building for the Pugwash branch. Tickets are \$10 each, or \$12 at the door.

8.2. Cumberland Regional Development Authority (FAWTHROP)

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

Regional Marketing Strategy- Three proposals received. Shortlisted to two firms - MT&L Communications and Form Media/Solutions Inc. Following presentations from both short listed firms, the Steering Committee (Municipal Units and Cumberland RDA) selected Form Media/Solutions Inc. to develop a fully integrated Regional Marketing Strategy for Cumberland County. Project to be initiated immediately with a February 2012 completion date.

Sportsplex Needs Assessment- The St. Mary's University Business Development Centre was selected to conduct a \$23,000 Needs Assessment to determine if a sportsplex facility is feasible to serve Amherst and the northern Cumberland County area. The consultants will identify the need for and scope of a multi-sports facility for the area by holding meetings with stakeholders, staging a series of focus groups with recreational and sports groups, carrying out a general telephone survey of county residents, and holding general public meetings. Project completion by the end of the year.

Thinkers' Lodge National Historic Site- Phase 2 of the restoration project completed with a very successful Grand Opening and National Historic Site Plaque unveiling held on October 7th. Thinkers' Lodge is on the Home for Christmas House Tour on December 10th in partnership with Pugwash Communities in Bloom.

Age of Sail Heritage Centre- CREDA instrumental in helping the Greville Bay Shipbuilding Museum Society secure more than \$240,000 from three levels of government for Phase Two of the restoration and expansion of the Age of Sail Heritage Centre in Port Greville. ACOA, Nova Scotia Economic and Rural Development and Tourism, and the County of Cumberland are supporting the completion of the Winds, Waves and Tides exhibit building.

WiFi Project for Downtown Amherst- Looking forward to project initiation by the end of the current fiscal year.

Completion of a new website and the re-branding of CREDA as the Cumberland RDA before fiscal year-end.

All five municipal units are partnering with CREDA on additional promotional videos, including one on tourism. Similar to the already completed Industry Video, these videos are suitable for trade shows, etc.

8.3. Cumberland YMCA (FAWTHROP)

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

Milestone Announcement: On November 10, 2011 the Y reached 1,000 members!

The Wellness Centre and The Children's Centre are complete. Having completed phases one and two, the Y will soon embark on phase three, which is an upgrade to the lobby and pool areas. On December 2 the new childcare centre will open with 160 spaces for children between 10 months and 12 years of age.

A transition program for cancer survivors has begun.

The financial statements show that the Y is ahead of budget overall in the first seven months.

Swim programs are full. There are 150 children in regular lessons and 37 adults and children in private lessons.

The age span is impressive. There are 18 month olds in swim lessons and active adults as old as 89 participating in daily fitness classes.

8.5. Cumberland Joint Services Management Authority (RHINDRESS)

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

A meeting of the CJSMA Board was held in Parrsboro on November 17, 2011. The following are some highlights from that meeting:

The Committee accepted a recommendation to adopt a new Return to Work Policy; The Committee accepted the lowest compliant tender for the purchase of a new loader;

The solid waste manager reported that he has ordered a new sign to advertise future Household Hazardous Waste Events;

The Committee has recommended to each participating unit the unbudgeted purchase of a new windrow turner for the compost facility. This purchase will take advantage of MAP funding on this required piece of machinery. The CJSMA portion of the funding will come from their equipment reserve.

9. ADJOURNMENT

Prior to adjournment, Mayor Small reported that no decision has been taken to renew the lease of the Dominion Public Building, currently being used by our tenant, Tantrammar Theqatre. This tenant has been advised that the building will be used for other municipal purposes. We have offered assistance to the tenant, to aid in their search for a new location, however they have indicated they do not need our assistance in this regard and will be pursuing a new location with the help of the local real estate representatives in Amherst.

Arts Culture and Heritage Strategy

Mayor Small said he is very pleased with the amount of interest and feedback received with respect to the arts, culture and heritage in our community, having received both negative and positive feedback in terms of supporting the arts community. "As you know, it is easy to criticize, but it is difficult to suggest improvements that would support our total community involved in the arts, culture and heritage aspects. However, on this topic, we have received many suggestions on how we could see a consolidated arts and culture organization that would utilize our Town's volunteers and resources." Some of the suggestions were related to: Having all theatre groups use and operate out of the Susan Taylor Theatre, since taxpayers put up the \$100,000 to see this theatre built; Having a location in the downtown become the cultural centre for the arts, where many people and organizations could take advantage of the facility; Forging partnerships between local restaurant operators and theatre groups so that both the business community and the non-profit community could benefit from these types of activities; And many other suggestions, indicating a strong interest by community members to volunteer to participate in many of these suggestions.

Mayor Small said this is very positive and would tie in with the Arts Strategy completed a couple of years ago. With the amount of capital work projects that the Town has taken on in the past 12 - 16 months, it could not take on the additional challenges of further implementing this strategy. However, within the strategy, the consultant outlined the need for Amherst and area to become organized within the arts community itself, through the formation of an organization that would speak to the needs and requirements, and become a stakeholder within the community. These are some of the first steps that are needed in advance of the Town pursuing the need for a study on an arts and culture centre for our community. In fact, the consultant indicated that it would probably be in year five our implementation of the strategy before we would pursue this type of a study. This town was the first of our size to establish and hire a full time Arts Culture and Heritage Coordinator; this individual has already implemented and participated in several events associated with his job function; Council will be discussing a go-forward plan for this strategy further in the new year.

Police Facility Report

The Town has engaged a consultant to provide various options and associated costs with taking a decision on what the capital plan will be with respect to supporting policing services. The current police facility does not provide adequate space for the operations of the police department. Mayor Small said he has made it known that he believes the current town hall can be used for policing services, as the building would provide for many of the workplace elements that a municipal service requires now and in the future. It would also utilize existing Town owned property. However, that being said, Mayor Small said it would require a retrofit to accommodate the special needs of the police department. He indicated it is a wise decision to pursue a report on the various options, as it will aid in the decision making process. The report is anticipated in the coming weeks, and a decision will be taken once all the facts have been received and reviewed.

Project Funding

Over the course of the last few weeks, citizens have indicated a concern either through the media or individually that the Town is completing projects by accumulating deep debt which will cause the tax rate to climb significantly in the next year or years. Mayor Small, in clarifying this issue, said that the projects were funded in partnership with both provincial and federal partners, while the municipal contribution is being funded from Gas Tax revenues and capital reserves; he reiterated that the Town has not taken on any additional debt to complete these projects, and that reports to the contrary are inaccurate.

He asked staff to provide a report to outline funding to clarify things that have been brought up and are not accurate.

Special Thanks

Mayor Small extended a special thanks to organizers of the Remembrance Day ceremony, saying it was unfortunate that weather did not permit the use of Victoria Square. He extended a special thank you as well to the organizers of this year's Santa Clause Parade, saying it was an outstanding success and a great way to kick off the Christmas season.

On motion by Councillor Rhindress, the meeting adjourned at 8:40 PM

Gregory D. Herrett, CA
Town Clerk and CAO

Robert Small
Mayor