

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

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

**1. O'CANADA**

**2. DELEGATIONS/PETITIONS/PRESENTATIONS**

**1) Presentation of Mayor's Life Achievement Award for the Arts**

Mayor Hallee made the following presentation:

In recognition of Cultural Awareness Week the Town of Amherst is pleased to present a Life Achievement Award to an individual who has made a significant contribution to our community.

This year's recipient's involvement with local theatre began in 1970. He was a founding member of the Amherst Drama Club which brought live theater to the citizens of Amherst. At Dorchester Penitentiary he formed their first drama group of inmates; consisting of a choir and orchestra.

In 1987 and 1989 he was approached by Mount Allison University to direct full length musicals for the Garnet and Gold Society. Both Broadway productions "Hello Dolly" and "Grease" played to capacity audiences.

In 1990 he began the process of producing a local Broadway production. With the help and support of friends and sponsorship of the project by the Amherst Rotary Club, he staged his first Broadway musical at Trinity St. Stephen's United Church. From the positive responses and success of this production Showcase Productions Society, with our recipient becoming its first chairman; was created. To further promote community theatre, our recipient organizes annual excursions for the public to Broadway in New York.

With an endless commitment to promoting arts and culture, he helped guide Showcase Productions Society in its endeavor to raise awareness of the benefit of community theatre. Through this organization and his leadership efforts over \$40,000 has been given in the forms of annual scholarships, bursaries, donations, honorariums, etc. to promote opportunities for deserving young people.

This year's recipient is a past president of the Nova Scotia Drama League. He has served on the Vision 2000 committee which promoted the cultural aspects of Amherst. In 1992 he was awarded the Lescaobot Award by the Government of Canada in recognition of his volunteer work in the community.

This year's recipient's level of commitment to all aspects of the performing arts is endless as is his artistic contribution to our community.

I am extremely proud to present the Town of Amherst 2005 Mayor's Life Achievement Award to Mr. Edward MacKay.

**2) Public Hearing, 69 Albion Street Heritage De-Registration**

Mayor Hallee called for submissions or presentations on the matter of the request to de-register the property at 69 Albion Street from the Town's Municipal Heritage Registry. There were no presentations or submissions.

3) **Public Hearing, 28 South Albion Street Variance Appeal**

Mayor Hallee called for submissions or presentations on the matter of the Variance Appeal at 28 South Albion Street. David Noiles, the owner and appellant stated his case and asked Council to grant the variance in his favour. He pointed out that no one present was speaking against the variance, and that his neighbours were not opposed to it.

3. **CALL TO ORDER**

Mayor Hallee called the meeting to order at 7:15 P.M.

4. **BUSINESS ITEMS**

1. **Additions to the Agenda**

Moved by Councillor Rhindress, seconded by Councillor Chitty to make the following addition to the Agenda: 5. (1) **Vacant Buildings**

**MOTION CARRIED**

2. **Approval of the Agenda**

Moved by Councillor Baker, seconded by Councillor Angel that the Agenda be adopted as modified.

**MOTION CARRIED**

3. **Approval of Minutes**

Moved by Councillor Baker, seconded by Councillor Rhindress that the Minutes of the September 26, 2005 Regular Meeting be approved as circulated.

**MOTION CARRIED**

4. **Joint Use Agreement, Spring Street Academy**

Moved by Councillor Fawthrop, seconded by Councillor Angel that the Town enter into a Joint Use Agreement with the Chignecto Central Regional School Board for the use of the facilities at the Spring Street Academy, and authorize the Mayor and Clerk to sign such agreement on behalf of the Town.

**MOTION CARRIED**

Don Lohnes from the Department of Education, Gary Miller and Colleen Davidson from the Chignecto-Central Regional School Board, and Barry Kelly, Principal of the Spring Street Academy were present, and signed the agreement at this time. (It still requires the signature of the Minister of Education.)

Mayor Hallee presented Don Lohnes with the Town’s cheque in the amount of \$358,150, representing the Town’s contribution to the project. Councillor Fawthrop thanked both community groups that raised funds for both the enhanced gymnasium and the arch from the old Amherst Academy.

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**BETWEEN:**

**THE TOWN OF AMHERST**, a Municipality within the Province of Nova Scotia;  
(hereinafter called the “Town”)

-and-

**CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD;**  
(hereinafter called the “School Board”)

**WHEREAS** the School Board is constructing an elementary school, Spring Street Academy in the Town of Amherst to serve students in Grade Primary to Grade 6 (the “School”);

**AND WHEREAS** the Town has agreed to contribute to the costs of certain facilities in the School (namely, an enlargement of the gymnasium and the inclusion of the stone arch from the former high school) to create a “Community Facility” such that the building and school grounds may be made available for community use according to the terms and conditions of this Agreement and the School Board’s *Use of School Facilities Regulations*; (Schedule A – the “Regulations”).

**AND WHEREAS** the Town and the School Board have agreed that the School shall not only serve the needs of its students but also serve as a community facility to provide recreation and learning opportunities for the population of the Town;

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein contained and the sum of one dollar now paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to provide a formal recognition of the intended school and community joint usage of the Community Facility (i.e. the school building and adjacent grounds). Through establishing a framework for common access to the building and grounds as well as a delineation of specific roles and responsibilities, this Agreement will serve to promote the development of a partnership between the School and its broader community such that the educational, cultural and recreational uses of the School will be maximized for the benefit of all users regardless of age or other factor, with the opportunity to pursue personal growth and development through opportunities for recreation enjoyment and skill development.

**2. AGREEMENT BY TOWN TO CONTRIBUTE**

(a) While the School will be owned and operated by the Chignecto-Central Regional School Board, the Town will contribute to the Province of Nova Scotia a total of \$358,150.00 toward the cost of developing a Community Facility within the School; namely, an additional 2,236 square feet for the Gymnasium and the inclusion of the stone arch from the former high school.

(b) Payment will be made by the Town to the Province of Nova Scotia providing the full contribution of \$358,100.00 upon substantial completion of building (August 2005).

(c) Fees for custodial services and/or other additional costs to the Board above the norm and in accordance with the Use of School Facilities Policy (#CS-G-09), {attached to this agreement as Schedule A} will be charged to the Town at actual cost on a cost recovery basis.

**3. COMMUNITY USE COMMITTEE**

(a) There shall be established, following the execution of this Agreement, a Community Use Committee (Committee) consisting of two (2) persons:

- i. One person representing the School Board (the School Principal);
- ii. One person representing the Town (the Chief Administrative Officer);

(b) The Committee shall meet as often as necessary to carry out its functions, which are as follows:

- i. To manage this Agreement;
- ii. To address disagreements related to this agreement. If the Committee Members are unable to resolve the disagreement, the arbitration process as outlined in Section 11 will be followed.
- iii. To report to the School Board and the Town upon request of either party but in any event not less than annually;
- iv. To recommend to the School Board and the Town from time to time modifications to this Agreement as the Committee feels desirable.

**4. JOINT USE**

(a) The School Board shall operate the School as an educational facility pursuant to the *Education Act*. The educational uses of the School Board shall take priority over community uses by the Town.

(b) The School (including building and grounds) is available for community use by the Town at those times when classes are not in session (i.e. after 6:00 p.m. on school days, Saturdays, Sundays, and holidays) provided such usage does not impede or otherwise impair the use of the School, by staff and students for educational programs and other school-based activities (both co-curricular and extra-curricular).

(c) Town Community Uses (uses organized by or under the auspices of the Town) have priority over all other community uses. The Town, through its Chief Administration Officer (or designate), shall make any request for use of the School through the Principal of the School (or designate). The Principal (or designate) shall be responsible for the provision of blocks of time for other community uses of the School. All uses of the School by the Town shall be subject to the School Board's Regulations respecting Use of School Facilities, which are attached hereto as Schedule "A" (the "Regulations").

(d) The parties acknowledge that the School (both buildings and grounds) may not be available during certain times of the year due to scheduled maintenance (with 60 day notice to School and Town) or emergency repairs.

(e) During the school year (September to June), the School Board shall have priority use of the School during the regular school day (8:00 a.m. – 6:00 p.m.) and also during evenings and weekends for scheduled school activities (i.e. Sports practices and games, tournaments, concerts, educational fairs). At all other times, the Town will have priority use for its activities and be responsible for the supervision of such programs.

(f) Notwithstanding clause 4(c), it is understood that at any time the School is not in use, it may be utilized by the School Board or the Town, subject to agreement by the party having priority rights at the material time, which agreement shall not be unreasonably withheld. Disagreements with respect to clause 4(f) or otherwise in respect of usage of the School shall be referred to and decided by the Committee.

**5. USE OTHER THAN BY SCHOOL BOARD AND TOWN**

(a) In accordance with the Regulations, the Principal may permit recognized groups other than the School Board or Town to use the School provided there is no disruption to planned programs or activities of the School or Town;

(b) Other community users of the School shall be governed by the Regulations and shall be charged fees in accordance with the Regulations.

**6. SUPERVISION**

The Town as user of the School shall ensure that appropriate and adequate security and supervision is provided for the building and grounds during the Town's activity. Such security and supervision shall be adequate to ensure that all participants receive appropriate supervision and instruction and shall provide for the care, custody and control of the buildings and equipment. The Town shall ensure that persons are prevented from using the equipment or entering rooms or hallways, which have not been authorized for use. Failure to provide adequate supervision for the safety and well-being of the participants, or for the security of the building will result in a suspension and/or cancellation of the activity until such time as the Principal and the School Board approves of such improvements in supervision as to preclude further incidents.

**7. OTHER ROLES AND RESPONSIBILITIES**

(a) The Principal shall have as his or her main function the daily administration of the School as determined by the School Board and in accordance with *The Education Act*. The Principal shall facilitate and help promote the concept of community use of the School and shall cooperate with the Town and Committee in facilitating and promoting such use.

(b) The Principal shall endeavour at all times to administer the various programs and activities in a cooperative and collaborative manner. "Bumping" of one party by another for any pre-scheduled use of the School is to be avoided, and shall only occur after consultation between the parties hereto and as decided by the Committee in the event of a dispute.

(c) Disagreements between the Principal and Town in respect of the matters provided for in this Agreement shall be referred to the Committee for a formal written decision, provided however that the parties recognize that the Principal has the right, subject to the allocation of use provisions in clause 4 of this Agreement, to make decisions regarding the overall operation, security, and well-being of the facility.

**8. LIABILITY, INSURANCE AND INDEMNIFICATION**

(a) The School Board shall maintain property insurance coverage on the School and its contents as well as liability coverage on any event or activities under its jurisdiction.

(b) The Town must secure liability insurance coverage for their activities taking place in the School. The Town of Amherst will provide the School Board with written confirmation that liability insurance coverage is in place related to programs and activities that the Town will be facilitating at various venues in Amherst including Spring Street Academy.

(c) The cost of repairs arising out of the use of the School or its equipment as per section 15 of the Use of School Facility Policy and Guidelines and or/misuse of the School or its equipment either intentionally or unintentionally shall be paid by the party (Town or School Board) using the school at that time. In the event of dispute the matter will be referred to the Committee for a decision and the Committee's decision shall be final as to the party responsible for repairs. Such repairs shall be carried out by the Board or its contractors in a timely manner and billed to the appropriate party for immediate payment. Further use of the facility by said party shall be curtailed pending receipt of such payment.

(d) The Town agrees to indemnify and save the Board harmless from all liabilities, fines, suits, claims, demands, and actions of any kind or nature for which the Board shall or may become liable for any reason by reason or breach or non-performance by the Town of any covenant or term herein or by reason of death, injury, damage, or loss suffered or sustained by any person, by reason of or associated with any act, omission, or neglect on the part of the Town or any servant, agent, or employee of the Town, such indemnification in respect of any cases occurring during the term of this Joint Use Agreement or any renewal thereof shall survive the termination of this Joint Use Agreement, notwithstanding anything in this Joint Use Agreement to the contrary.

**9. EQUIPMENT**

(a) The School Board shall provide and maintain appropriate equipment for the educational activities of the School, consistent with funding which the School Board receives from the Department of Education and in a manner comparable to other facilities within its jurisdiction.

(b) The Town may provide and maintain all other equipment deemed appropriate by the Town for its use. This equipment shall be and remain at the risk of the Town.

(c) The School Board and the Town may, with mutual agreement, use each other's non-consumable equipment for appropriate programs and may, as agreed, permit other users to use their respective equipment. Consumable equipment may also be used by each party with the permission of the other party provided a formula for cost-sharing the replacement of consumable equipment is developed by the Committee and approved by the parties to this Agreement.

**10. FACILITY MANAGEMENT AND MAINTENANCE**

(a) The School Board or its designate shall be responsible for management of the School and maintenance of the School and all School equipment. Replacement or maintenance of equipment shall be undertaken in a manner consistent with funding available to the School Board and consistent with the standards applied by the School Board in its comparable facilities.

(b) Each party using any part of the School shall ensure that, following such use, such part is returned to the condition it was in prior to the commencement of each use, reasonable wear and tear accepted. NOTE: To avoid unnecessary wear and tear to the hardwood gymnasium floor, all users (school and community) will be required to have 'indoor' footwear during use of the gymnasium. Other (non-sport type) activities may be accommodated through the use of the floor tarp.

**11. ARBITRATION**

(a) Any dispute or failure to reach agreement between the parties respecting the interpretation of this Agreement, or the performance by any party of its obligations contained herein, shall be determined by reference to a single arbitrator. If any party wishes to refer the matter to arbitration, it shall give written notice to the other party together with the name of its proposed arbitrator. Within seven (7) days of the receipt of such notice, the other party shall either agree to the arbitrator proposed or serve written notice that it requires an arbitrator to be appointed pursuant to the provisions of the *Commercial Arbitration Act* (Nova Scotia). Such arbitrator shall have the power to make a final and binding decision on behalf of the parties hereto.

(b) Notwithstanding anything to the contrary contained in this Agreement, only the Town or the School Board shall be entitled to invoke arbitration proceedings in respect of disputes arising as to joint use of the School, and only the Town and the School Board are entitled to participate in arbitration in respect of such disputes.

**12. TERM**

This Agreement shall extend for an initial period of five (5) years (September 1, 2005 to August 31, 2010) subject to the joint approval of the Town and School Board.

**13. NOTICE**

(a) Any notice herein provided or permitted to be given by any party hereto, to one or more of the other, shall be sufficiently given if personally served, faxed or forwarded by registered mail to the following addresses:

**To the School Board at:**

Chignecto-Central Regional School Board  
60 Lorne Street  
Truro, NS B2N 3K3  
Attention: Director of Operations  
Fax: (902) 897-8988

**To the Town at:**

Town of Amherst  
PO Box 516  
Amherst, NS B4H 4A1  
Attention: Chief Administrative Officer  
Phone: (902) 667-3352

(b) Any such notice, demand, request or consent shall be conclusively deemed to have been given or made on the day on which such notice, demand, request or consent is personally served or, if mailed, except in the case of interruption of postal service, on the fifth business day following the date of mailing as the case may be, or if faxed, on the day it was faxed or if that day is not a business day, then on the next business day.

(c) Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and the address therein specified shall be deemed to be the address of such party at which notice is to be given hereunder.

**14. GENERAL**

(a) Words used herein importing number include both the singular and plural; words importing gender include the masculine, feminine and neuter genders; and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

(b) Neither the School Board nor the Town may assign this Agreement without the prior written consent of the other; the granting of such consent is in the sole discretion of the other party.

(c) This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

(d) This Agreement may be executed by the parties in counterpart.

(e) The parties mutually covenant that they shall from time to time hereafter upon every reasonable request so to do, make, do, execute and deliver, cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be necessary in order effectively to implement this Agreement.

(f) Time shall be of the essence hereof in all respects.

(g) If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions herein shall not in any way be affected or impaired thereby.

(h) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns subject to the restrictions on assignment herein contained.

(i) If at any time during the term of this Agreement, the parties hereto deem it necessary or expedient to make any alteration or addition to this Agreement, they shall do so by means of a written agreement, which shall be supplemental hereto and form part hereof.

15. The Minister of Education joins in the signing of this Agreement to signify his approval pursuant to Section 133 of *The Education Act* of Nova Scotia.

**IN WITNESS WHEREOF** the parties hereto have signed, sealed and delivered the same on the day and year first above written.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

\_\_\_\_\_

Witness

**THE TOWN OF AMHERST**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

\_\_\_\_\_

Witness

**CHIGNECTO-CENTRAL REGIONAL  
SCHOOL BOARD**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

The Minister of Education, pursuant to Section 133 of *The Education Act*, hereby approves the above Agreement.

\_\_\_\_\_  
**Honourable Jamie Muir, Minister of Education  
Province of Nova Scotia**

**Schedule "A"**

**CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD**

**USE OF SCHOOL FACILITIES – # CS-G-09  
GUIDELINES**

1. Fundamental to any and all agreements or arrangements for use of the facilities is the requirement that all property, equipment of facility will be ready and in satisfactory condition for the next regularly scheduled activity. Any activity that will result in the facility not being available for the next activity, or which will reflect adversely on the operations of the school or school board, will not be approved. **There must be no loss of student instructional time resulting from the use of school facilities for non-school purposes.**
2. Principals are to ensure the CCRSB **PERMIT FOR USE OF SCHOOL FACILITIES** is completed for **ALL** activities that occur outside the regular school day (*i.e.* after 6:00 p.m. on weekdays, weekends, and non-school days/holiday periods) whether organized by the school or an outside user. Any use which represents an exception to the guidelines, whether paying a fee or gratis use, must be referred to the Superintendent of Schools (or designate) for approval. Permit copies are to be distributed to the applicant, custodian, the Corporate Services Department, and, as appropriate, the Coordinator of Community Education and Partnerships.
  - \* School Board will submit annually to the *Department of Education* a report detailing the non-school use of its facilities (including hours used, number of Partnership and Joint Use Agreements, and revenue).

3. Scheduling and approval of the use of school facilities according to the provisions of these *Guidelines* is the responsibility of the school principal. Where an event will require changed or additional custodial or security services, the Principal will consult with the custodian before granting approval. Additional costs for such services will be charged directly to the user.
4. The principal will maintain a calendar of all scheduled activities. The calendar will identify the part(s) of the building being used and the duration of the activity. The custodian may deny access to the facility to any person who is not a participant in the approved activity.
5. All users must comply with applicable school, Board, municipal, and provincial policies and regulations. Specific examples would include:
  - a. Users will be responsible for acquiring **liability insurance** of not less than \$1,000,000. (with the Board named as an additional insured). The Board does not accept liability for any such damages, loss to personal property or injury to persons attending the event. *[Note: The liability limit recommended is dependent upon the type of organization and the use of the school space. Higher risk activities such as physical activities (aerobics, sports) and those involving the service of food and/or liquor would fall into the \$2-\$5 million area. Other activities, such as chess club, could carry a limit as low as \$1 million.]*
    - \* Organizations who are regular users of a facility could provide certificates on an annual basis providing the certificate covers "all activities and events" of the organization and they agree to notify the school board of insurance cancellation or non-renewal.
  - b. **National Building Code** restrictions on the number of persons who may occupy certain structures and rooms at any one time must be enforced by the user.
  - c. All users must observe **fire safety regulations** (ex. All fire exits to be kept accessible, operational, and unobstructed at all times; any fire alarm will immediately result in the orderly evacuation of all occupants and re-entry only upon clearance of appropriate authority).
  - d. All users will observe the Board's **smoke-free policy**.
  - e. The user must ensure that any sound, lighting, or other electrical equipment brought into the school meets current safety standards with respect to construction, installation, maintenance and operation thereof. Connection to the building electrical system shall be through approved receptacles and matching connector plugs. If available power is inadequate to meet requirements, arrangements for temporary service must be made through the Property Services Division at least three weeks prior to the event with any related costs charged to the user.
  - f. Blood Donor Clinics will follow the guidelines as set out in *Appendix C*.
  - g. Any group providing direct services to children must have screened staff, paid or volunteer, using Criminal Reference Check and Child Abuse Registry.
6. Permits for non-school users (including Community Education programs) as well as student activities (ex. athletic and arts events) will be cancelled on days when school is cancelled unless special prior arrangements have been made. Such special use may entail additional custodial costs for the user.
7. All applicants for the use of school facilities must be responsible adults.  
Department statement: All user groups must demonstrate they:
  - ... are organized, in that there is a structure, responsible oversight, and a purpose.
  - ... qualify for, and can obtain liability insurance.
  - ... ensure the proper screening of all staff and volunteers.
8. Evening activities held Monday to Friday during the school year should **end not later than 9:30 p.m.** to allow for proper cleaning and securing of the building. Usage beyond 9:30 p.m. may entail additional custodial costs for the user.
9. Participants in any activity shall be restricted access to those areas designated for the activity along with associated entrances, hallways, and washrooms.
10. Supervision of the activity and all participants (including spectators) is the responsibility of the group authorized to use the facility.

11. Alcoholic beverages may be served at functions sponsored by non-profit organizations or for private functions for non-profit purposes. Only the membership and guests of the sponsoring group or individual will be permitted access to the event. Events at which alcoholic beverages will be served are generally scheduled during evening hours and must have proper licensing by the Liquor License Board.
  - ♦ The user group must have **liquor liability insurance** and provide a copy of the certificate of the liquor liability insurance to the school at the time of acquiring the permit.
  - ♦ Any user activity that allows liquor to be served must have (and pay the cost of) a minimum of **four responsible adults** (security guards, firemen, commissionaires) to be conspicuously present at the event for the duration of the activity.
12. Un-sponsored groups, traveling shows, and youth dances (other than those sponsored by the school) shall not be granted use of school facilities.
13. The user of grounds or playfields is required to maintain the field to a standard acceptable to the Principal and community.
14. School facilities and equipment will not be rented to private businesses that are in competition with other local businesses.
15. Users of facilities will be held responsible for any breakage or damage that occurs to the building, grounds, equipment, or furnishings as a result of their use of the facilities.
16. The Board reserves the right to require the curtailment of any activity that may endanger any Board facility, building, equipment or furnishing.
17. Keys, alarm controls, and the opening/closing of the facility shall be the responsibility of a Principal-approved person. (*Note: A false alarm arising due to the negligence or non-compliance of a building user will result in the user being billed for the costs incurred.*)
18. Fees shall be remitted to the Principal at the time the permit is approved (and should be four weeks in advance of the activity). Non-profit group fees as well as 50% of private/commercial fees shall be retained by the school and used for facility improvements/equipment replacements. Harmonized Sales Tax and 50% of private/commercial fees will be submitted to the Board on a monthly basis. Additional fees for excessive usage of electricity or other utilities may be charged if appropriate. Procedures for accounting of all user fees shall be as prescribed by the CCRSB Director of Finance Services.
19. Security Deposits shall be paid at the time of acquiring the permit and, subject to an acceptable review of the facility, will be returned to the user.
20. Rental of a facility for any purpose does not include consumable or non-capital furnishings or equipment (such as basketballs, badminton racquets, sound systems, audio-visual equipment, tables, chairs, etc.). Such items may only be obtained with special permission of the principal.
21. Permission for overnight activities shall not be granted without prior approval of the School Board.

**Note: Under the requirements of the Department of Labour, non-school event audiences of over 200 may not be seated in a public facility in rows exceeding 8 chairs without the use of “ganged” chairs.**

**Distribution:** Policy and Procedure Manual holders

## APPENDIX A: FEE STRUCTURE

### Fee Definitions:

- a. **“Direct additional costs”** means expenditures which can be readily calculated, and which school boards would not have otherwise incurred except for the presence of a community user group in a facility (examples are additional cleaning, custodial, supervision or services costs, or direct costs for consumables/supplies used).
- b. **“Free of charge”** means services that are provided from within the existing school schedule or infrastructure; that is, without a need for additional services, supervision or provision of consumables.
- c. **“Operating costs”** means a cost to a school board of having a user group in a facility, and includes but is not limited to costs for heat, electricity, computer/copier toner, wear and tear, or organizational time.



- d. **“User fee”** means a fee a school board may charge a user other than students or youth that contributes to or offsets operational costs of school boards.
- e. **“Commercial user fee”** is a user fee charged to a for-profit group that reflects prevailing commercial/institutional rates in the geographic area.

**1. “Gratis” Use (No rental fees but may be costs for custodial, security, etc.)**

NOTE: The following three conditions must be met:

- a. The activity is not a fund-raising event (unless all profits go directly to school or school activity).
  - b. There is no registration fee for the community-organized activity other than possible recovery of material cost or instructor fees (i.e. charitable, non-profit organization).
  - c. If a recreational activity, all participants must be students of the Chignecto-Central Region.
- ◆ School support groups (band auxiliary, school alumni association, school foundation, etc.)
  - ◆ Education programs sponsored by the School Board, Department of Education, Department of Health, etc. (ex. Community Education, Community Schools, parenting courses, health clinics . . .)
  - ◆ Programs and informational meetings sponsored by local municipal and town governments (ex. Rate payers, planning, fire department . . .)
  - ◆ Youth meetings (ex. 4-H, Scouts, Brownies . . .)
  - ◆ Community-based music and drama festivals.
  - ◆ Community-organized non-profit, non-commercial recreational groups for students who attend schools in Chignecto-Central Region or youth (under age 21).
  - ◆ Other groups deemed by the Principal (in consultation with the School Advisory Council) to be similar to those identified above.

**2. Rental Fees for Non-Profit Groups/Organizations/Individuals (charges for Direct Additional Costs and/or Operating Costs)**

- ◆ Charitable/non-profit registered organization using the facility for fund-raising activities (ex. Fire Departments, service clubs, dance organizations, swim clubs . . .) where funds support activities of Chignecto-Central students or community purposes
- ◆ Churches/religious groups (Sunday School for CCRSB students exempt)
- ◆ Recognized political groups or candidates (ex. provincial/federal/municipal campaigns; school board elections exempt)
- ◆ Celebrations (weddings, receptions, family reunions, birthdays, etc.)
- ◆ Elections (ex. polling stations)
- ◆ Non-profit, community organization recreational adult activities (including School Board, School, Community Schools, and Municipal Recreation Departments)
- ◆ Other groups deemed by the Principal (in consultation with the School Advisory Council) to be similar to those identified above

**NOTE: Where a formal written partnership agreement exists between the school and a community organization (including municipal agencies) that provides for financial or in-kind contributions to the school equal to or in excess of the rental fees, such non-profit fees shall be waived.**

**3. Private/Commercial Rental Fees**

- ◆ Private individuals/groups generating revenue
- ◆ Businesses
- ◆ Private adult dances
- ◆ Groups where business or commercial employment opportunities are provided for one or more groups (ex. investment clubs, private sport/recreational/cultural programs . . .)
- ◆ Other groups deemed by the Principal (in consultation with the School Advisory Council) to be similar to those identified above.

**APPENDIX B: RATE STRUCTURE**

	Group 2	Group 3
	<u>Non-Profit</u>	<u>Private/Commercial</u>
<b>SPECIAL FACILITIES</b>		
<b>Audio-Visual Room</b>		
Cobequid Educational Centre (set-up & performance)	\$250/up to 8 hrs.	\$350/up to 8 hrs.
Hants East Rural High	\$200/up to 8 hrs.	\$300/up to 8 hrs.
Amherst Regional High	\$200/up to 8 hrs.	\$300/up to 8 hrs.
Northumberland Regional High	\$200/up to 8 hrs.	\$300/up to 8 hrs.
North Nova Education Centre	\$200/up to 8 hrs.	\$300/up to 8 hrs.
South Colchester Academy	\$200/up to 8 hrs.	\$300/up to 8 hrs.
<b>Gymnasium</b>		
Cobequid Educational Centre	} <i>Athletics:</i>	\$20/hr.
Hants East Rural High		
Cobetec		
Riverside Education Centre		
Maple Ridge Elementary		
Amherst Regional High		
	} <i>Other Uses:</i>	\$75/4 hrs. + \$20/hr. additional
Northumberland Regional High		
North Nova Education Centre		
South Colchester Academy		
<i>Other Gymnasias / Multipurpose Rooms</i>		
Athletics activities & sports events	\$10/hr.	\$100/up to 4 hrs.
Other (church, reception, dance, concert, birthday, etc.)	\$50/up to 4 hrs.	\$100/up to 4 hrs.
<i>Cafeteria</i>		
<i>Kitchen (available as per catering contract)</i>	} \$25/up to 4 hrs.	\$25/hr.
<i>Computer Lab (plus Tech Fee for consumables)</i>		
<i>Technology Lab / Family Studies Lab</i>		
<i>Library / Classroom / Other instructional areas</i>		

**NOTES:**

1. Costs for additional custodial, security, tech support, etc. are not included in above fees. Such fees will be paid by the third-party user directly to the personnel needed; with custodians to be paid as per C.U.P.E. Agreement and others as determined by Principal in consultation with appropriate personnel. Payments made by the school or school groups are to be made through the Board's payroll system.
2. Events requiring a liquor license will pay an additional \$100.00 special fee per event.
3. Security deposits will be in addition to above rates.
4. In respect of rates listed for Group B (non-profit), where a formal written partnership agreement exists between a school and community organization (including municipal agencies) that provides for financial or in-kind contributions to the school that meet or exceed the rental fees, such fee shall be waived.

**APPENDIX C: BLOOD DONOR CLINICS**

The holding of blood donor clinics in school facilities requires these additional risk management procedures:

- ♦ Obtain agreement from the blood service that they will dispose of all needles in sharps containers, which they will be responsible to remove from the school premises immediately following the clinic.

- ♦ Obtain agreement from the blood service that no waste of any kind be disposed of in any school receptacle or garbage bin.
- ♦ Restrict the clinic area as off-limits, except to those persons working for the blood service, school board employees required to be in attendance, and those persons donating blood.
- ♦ Restrict access by blood donors to the rest of the school – location of the clinic should be clearly signed.
- ♦ Assign a school board employee the responsibility of ensuring at the close of the clinic that the blood service has complied with procedures regarding needle and waste disposal.

<b>Schedule "A"</b>
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**CHIGNECTO-CENTRAL  
REGIONAL SCHOOL BOARD**

**POLICY #CS-G-09**

**USE OF SCHOOL FACILITIES**

[BOARD MINUTE #08-97, Page 4]

The Chignecto-Central Regional School Board believes that:

- school facilities are intended primarily for the educational, co-curricular and extra-curricular use of funded students (Grades Primary - 12)
- secondarily, school facilities are valuable community assets and should be available to the community for educational, cultural and recreational purposes

Furthermore, the Board recognizes its responsibility to ensure that school facilities are used primarily by students (Pr. - 12) and, to the extent possible, made available for use by the community.

Accordingly, the Board expects the Superintendent of Schools (or designate) to prepare, implement and monitor guidelines and procedures such that:

- primary and priority use of school facilities will be for students of the region;
- school facilities are made available for community use to the fullest extent possible;
- there is no cost to the Board associated with the use of school facilities for non-school purposes;
- community use of school facilities does not negatively impact upon instructional time or student use of facilities or the regular operations of the school;
- community use of school facilities is co-ordinated as described in the document, "**Use of School Facilities . . . Guidelines**".

## **5. Tenders**

### **1) Trucking Salt**

**Moved by Councillor Chitty, seconded by Deputy Mayor March that Council accept the recommendation from Administration to award the tender for trucking salt from Raymond Milner at his low tender price of \$5.98/tonne plus HST, with funding to come from the 2005/06 Operating Budget.**

**MOTION CARRIED**

### **2) Snow Removal from Parking Lots**

**Moved by Councillor Chitty, seconded by Councillor Baker that Council accept the recommendation from Administration to award the following Parking Lot Snow Removal packages:**

- Package A**     **John Baxter** (Electric, Paramount and YMCA lots)
- Package B**     **George F. Carter Trucking** (LaPlanche, Co-op, Trinity St. Stephen's and Town Hall lots)
- Package C**     **Hawkes' Blueberries** (Stadium and Museum lots)
- Package D**     **Lawrence Carter & Son Ltd.** (George Blanche, Dayle's and Fire Hall lots)

**MOTION CARRIED**

**3) Sale of Surplus Sandstone**

Moved by Councillor Chitty, seconded by Councillor Fawthrop that Council accept the recommendation from Administration and approve the sale of surplus sandstone blocks left over from the old Amherst Regional High School to the following high bids:

Carter Levy	\$100.00 for stones 6 and 7
Sheila MacLeod	\$105.00 for stones 9 and 27
Pauline Parker	\$ 84.00 for stones 22, 51 and 52
Ralph Belliveau	\$127.04 for stones 12, 28, 30 and 31
Dean Simpson	\$ 92.50 for stones 10, 18 and 81

**MOTION CARRIED**

**4) Traffic Control Lights Upgrade**

Moved by Councillor Chitty, seconded by Councillor Rhindress that Council accept the recommendation from Administration and award the tender for the installation of controllers at Church and Victoria Streets, detector loops at Albion/Pleasant Streets, advance left turn from north bound on South Albion Street at Robert Angus Drive, and walk lights at the Amherst Centre Mall/A&W intersection on South Albion Street to the following (only) tender received, M. R. Martin Construction Inc., with funding to come from the 2005/06 capital budget and the contribution from A&W Restaurant:

Church/Victoria	\$1,620 + HST
Albion/Pleasant	\$6,816 + HST
S. Albion/Robert Angus Drive	\$3,420 + HST
S. Albion/Amherst Centre Mall	\$2,140 + HST

**MOTION CARRIED**

**6. Requests for Proposals**

**1) Professional Welding Services**

Moved by Councillor Angel, seconded by Councillor Baker that Council accept the recommendation from Administration and accept the proposal from Brian Jackson to supply professional welding services at the Public Works Garage of approximately 800 hours per year at \$32/hour plus HST for welding service using Town equipment, and \$53/hour plus HST for the contractor to use his own equipment, and with a 5% increase in January of 2006, 2007 and 2008.

**MOTION CARRIED**

**2) Conversion to Natural Gas for Town Owned Buildings**

Moved by Councillor Angel, seconded by Councillor Chitty that Council accept the recommendation from Administration and award the tender for installation of natural gas to Maritime Gas to:

1.     **Replace the oil fired boiler at Town Hall with three Weil-McLain Ultra 230 condensing boilers together with a 40 gallon indirect gas fired water heater and controls for the price of \$33,589.59 + HST;**
2.     **Replace the existing hot air heating system at the Works Garage with two high efficiency unit heaters and four radiant tube heaters for the price of \$27,245.05 plus HST;**
3.     **Install one gas fired unit heater in the Angus building for a price of \$4,943.75 plus HST;**

4. Convert the radiant heaters over the spectator seating at the Stadium to natural gas and supply piping to carry natural gas to the zamboni compressor for \$10,693.00 plus HST.

**MOTION CARRIED**

3) Zamboni Compressor

Moved by Councillor Angel, seconded by Deputy Mayor March that Council accept the recommendation from Administration for the purchase and installation of a natural gas compressor, together with a gas detector and exhaust fan from Fuelmaker Ltd. At their price of \$14,255 with funding to come from:

a)	sale of used zamboni	\$10,000
b)	surplus from zamboni purchase budget	3,314
c)	surplus from playground upgrade budget	<u>941</u>
		\$14,255

**MOTION CARRIED**

7. Land Purchase, North Town Collector

Moved by Councillor Chitty, seconded by Deputy Mayor March that Council accept the recommendation from Administration and approve the acquisition of 1714.8 m2 for the North Town Sanitary Sewage Collector from Michael Allen, which is the extension of Motor Avenue, and authorize the Mayor and Town Clerk to execute the Purchase and Sale Agreement on behalf of the Town in the amount of \$8,300, with funding to come from the Sewer Department Capital Budget.

**MOTION CARRIED**

8. CJSMA – BFI Cell at Little Forks Land Fill

Moved by Councillor Rhindress, seconded by Councillor Chitty that Council accept the recommendation of the CJSMA Board to begin negotiations with Mirror Group for the transfer of the HRM cell to the CJSMA, and that such landfill space is to be used by the five municipal units in Cumberland County.

**MOTION CARRIED**

9. Annual Economic Adjustment to Non-Union Salary Grid

Moved by Deputy Mayor March, seconded by Councillor Baker that Council accept the recommendation from Administration and approve adjusting the non-union salary grid by three percent effective November 1, 2005, this being the percentage increase in the Consumer Price Index for Nova Scotia since this time last year.

**MOTION CARRIED**

10. First Reading: By-Law to Repeal the Swimming Pool By-Law

Moved by Councillor Rhindress, seconded by Councillor Chitty that Council approve First Reading of By-Law D-8 (A), A By-Law to Repeal the Swimming Pool By-Law, D-8.

**MOTION CARRIED**

TOWN OF AMHERST  
BY-LAW TO REPEAL THE SWIMMING POOL BY-LAW

1. The purpose of this by-law is to repeal the Swimming Pool By-Law, D-8, dated December 10, 1979, which was replaced by Section 4.26 of the Land Use By-Law on August 11, 2005.

D-8(A)

11. Municipal Funding Agreement (Gas Tax)

Moved by Deputy Mayor March, seconded by Councillor Fawthrop that Council authorize the Mayor and Chief Administrative Officer to sign the Municipal Funding Agreement (Gas Tax) with Service Nova Scotia and Municipal Relations, allowing the flow of approximately \$1.8 million in gas tax money to the Town of Amherst over the next five years.

**MOTION CARRIED**

## MUNICIPAL FUNDING AGREEMENT

**WHEREAS** Canada and Nova Scotia wish, in partnership, to address the need of Municipalities for stable, predictable, long-term funding for Environmentally sustainable infrastructure; and

**WHEREAS** Canada and Nova Scotia have signed the Canada -Nova Scotia Agreement on the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities, to allocate a portion of federal gas tax revenues for the benefit of Nova Scotia Municipalities; and

**WHEREAS** the Province recognizes the need to develop municipal infrastructure to maintain or enhance economic, social and cultural opportunity and well being, while protecting and improving the quality of our environment upon which the people and economies of Nova Scotia depend; and

WHEREAS the Province agrees to transfer to the municipality a portion of federal gas tax revenues to be used by the municipality for eligible expenditures for projects meeting the criteria, and upon the terms and conditions, contained herein; and

WHEREAS the Province agrees to provide such funds, as approved annually, to the Municipality upon receipt of funds from the Government of Canada as agreed to under Canada-Nova Scotia Agreement On The Transfer Of Federal Gas Tax Revenues Under The New Deal For Cities And Communities; and

WHEREAS the municipality has agreed to accept these funds upon the terms and conditions contained herein;

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter specified, the Parties agree as follows:

### 1. INTERPRETATION

#### 1. 1. Definitions

A capitalized term has the meaning given to it in this section unless the context clearly dictates otherwise.

**"Agreement"** means this agreement between the Province and the municipality for the transfer of the federal gasoline tax.

**"Annual Expenditure Report"** means the annual report to be prepared and delivered by the Municipality to the Province; more particularly described in Schedule 4.

**"Audit Report"** means an audit report prepared, at the municipality's cost, by a Nova Scotia licensed auditor. more particularly described in Schedule 4,

**"Canada"** means the Government of Canada

**"Capacity Building Projects"** means projects and activities that strengthen the ability of Municipalities to develop and implement Integrated Community Sustainability Plans, as more particularly described in Schedule I **"Capital Investment Plan"** means a document created by the Municipality through a public process, providing a detailed understanding of anticipated investments into tangible capital assets, including environmentally sustainable infrastructure, that are considered "priorities" (along with a rationale).

**"Eligible Costs"** means those costs described in Schedule 2, incurred in respect of Eligible Projects.

**"Eligible Projects"** means Capacity Building Projects and Environmentally Sustainable Municipal Infrastructure (ESMI) Projects.

**"Environmentally Sustainable Municipal Infrastructure (ESMI) Projects"** means municipal infrastructure projects that:

- a) Improve the quality of the environment and contribute to reduced greenhouse gas emissions, clean water, or clean air; and
- b) Fall within the category of projects described in Schedule I

**"Federal-Provincial Agreement"** means the Agreement entered into by Canada and Nova Scotia to allocate a portion of federal gas tax revenues to Nova Scotia municipalities.

**"Fiscal Year"** means the period beginning April 1 of a year and ending March 31 of the following year.

**"Funds"** means the federal gas tax revenues made available pursuant to this Agreement.

**"Integrated Community Sustainability Plans"** means a long-term plan, developed in consultation with community members, that provides direction for the community to realize sustainability objectives it has for the environmental, cultural, social and economic dimensions of its identity, as more particularly described in Schedule 7.

**"Minister"** means the Minister of Service Nova Scotia and Municipal Relations.

**"Municipality"** means a regional municipality, town or county or district municipality.

**"Outcomes Report"** means the report to be delivered by the Municipality to the Province and made available to the public, which reports on the outputs and outcomes of the use of the Funds, using the indicators set out in Schedule 5.

**"Parties"** means the Province and the Municipality.

## 1.2. Schedules

The following Schedules are attached and form part of this Agreement:

Schedule 1 -Eligible Project Categories Schedule 2 -Eligible Costs Schedule 3 -Municipal Requirements Schedule 4 -Reporting and Audits Schedule 5 -Outcome Indicators Schedule 6 - Communications Protocol Schedule 7 -Integrated Community Sustainability Plans Schedule 8 - Funding Formula for the Municipality

## 2. PURPOSE

### 2.1. Purpose of the Agreement

The purpose of the Agreement is to:

- (a) Provide a joint framework for the transfer of Funds to the Municipality for investment in environmentally sustainable municipal infrastructure.
- (b) Support Eligible Projects in Nova Scotia Municipalities that will lead to the federal and provincial desired outcomes of cleaner air, cleaner water and lower greenhouse gas emissions.
- (c) Build on Nova Scotia's commitment to partner with Municipalities to promote effective local government and healthy and vibrant communities by assisting its Municipalities to develop Environmentally Sustainable Municipal Infrastructure.

## 3. RESPONSIBILITIES

### 3.1. Provincial Responsibilities

The Province agrees to provide Funds to the municipality in trust over the term of this Agreement in incremental payments generally in accordance with Schedule 8 subject to the following:

- (a) receipt of Funds from the Government of Canada as agreed to in the Canada-Nova Scotia Agreement On The Transfer Of Federal Gas Revenues Under The New Deal For Cities And Communities;
- (b) execution of this Agreement by the Parties;
- (c) the Municipality's compliance with this Agreement

### 3.2. Municipal Responsibilities

The municipality agrees to accept the Funds provided by the Province and agrees to fully comply with this Agreement, including the following:

#### 3.2.1. The Municipality agrees to provide to the Minister for each fiscal year of this Agreement:

- (a) Assurance that prior to the expiry of the Agreement that the Municipality is able to successfully integrate the preparation of a multi-year Capital Investment Plan with an Integrated Community Sustainability Plan,
- (b) A summary of actual gas tax fund expenditures for each Eligible Project undertaken in the year and the year-end balance (Annual Expenditure Report).
- (c) A summary of actual expenditures on other capital projects undertaken in the year,
- (d) Certification by the municipality that it is in compliance with the terms of this Agreement.

#### 3.2.2. The Municipality agrees to:

- (a) In 2005-06, sign the Municipal Funding Agreement and submit a municipal capital budget;
- (b) In 2006-07, submit a three year capital budget and the required Annual Expenditure Report for the previous fiscal year;
- (c) In 2007-08, submit an updated three year capital budget and the required Annual Expenditure Report;
- (d) In 2008-09, submit a multi-year Capital Investment Plan and the required Annual Expenditure Report and Outcomes Report;
- (e) In 2009-10, submit an updated Capital investment Plan and an Integrated Community Sustainability Plan, the required Annual Expenditure Report and, if required by the Province, an Outcomes Report.

#### 3.2.3. The Municipality agrees to the following additional terms and conditions:

- (a) the Municipality shall maintain a separate accounting for the Funds provided;
- (b) the Municipality may invest the Funds provided, or unutilized portions thereof, only in accordance with the terms of Section 100 of the *Municipal Government Act*;
- (c) the Municipality shall determine and report the "actual income earned" on the unexpended Funds invested in the Annual Expenditure Report;
- (d) the Municipality shall comply with the requirements in Schedule 3;
- (e) all Funds provided and income earned, not expended prior to March 31, may be retained by the Municipality and expended in accordance with this Agreement in the following fiscal years;
- (f) the work on any Eligible Project shall be carried out in accordance with the rules, regulations and laws governing such works and in accordance with the best general practices then current at the time of construction of the project;
- (g) The Municipality agrees to allow Nova Scotia and its agents, including but not limited to the Auditor General of Nova Scotia, and representatives of Service Nova Scotia and Municipal Relations, access to an Eligible Project site, any engineering drawings or documents, and any other such project related documents as deemed necessary by the Province in performing an audit of the projects undertaken under this Agreement. All Eligible Project related documents shall be kept by the Municipality for a minimum of three years following completion of the project;



- (h) The Municipality agrees to hold harmless the Province and Canada, its servants, agents and employees, from and against any and all third party claims, demands, or actions for which the Municipality is legally responsible, including those arising out of negligence or willful acts by the Contractor or the Contractor's employees or agents. This hold harmless clause shall survive this Agreement;
- (i) The Municipality shall ensure the Funds will result in net incremental capital spending on Environmentally Sustainable Infrastructure over the period April 1, 2005 to March 31, 2010 by continuing to invest in capital municipal infrastructure projects in addition to this and other grants and commits that the Funds will not displace or be used to clawback any capital infrastructure funding that is currently being made available for infrastructure;
- (j) The Municipality agrees that Funds provided under this Agreement and income earned will be used only for capital expenditures of the general types of capital infrastructure projects listed in I) subject to 11) Eligible Costs, and III) the award of contract criteria.
  - I. ELIGIBLE PROJECTS  
Schedule 1 contains the listing of Environmentally Sustainable Projects and Capacity Building Projects eligible under this Agreement.
  - 11. ELIGIBLE COSTS  
Schedule 2 contains a listing of Eligible Costs as defined under this Agreement.
  - III. AWARD OF CONTRACTS AND USE OF MUNICIPAL FORCES  
Schedule 3 contains guidelines related to the Award of Contracts, and Schedule 2 contains guidelines related to the Use of Municipal Forces.
- (k) The Municipality agrees to undertake communications activities in respect to projects funded by Funds in accordance with the terms of the communications protocol set out in Schedule 6.

#### 4. REPORTING, AUDITS AND EVALUATION

##### 4.1. Reporting

4.1.1. The municipality will, at its cost:

- (a) Prepare and deliver a capital budget or Capital Investment Plan for each fiscal year, which includes a list of a proposed capital projects, with Eligible Projects identified, and the funding source for each, prior to the Province transferring Funds under this Agreement.
- (b) Prepare and deliver to the Province no later than July 31 of each Fiscal Year, in respect of the prior Fiscal Year, an Annual Expenditure Report and make its best efforts to provide an interim version of the Annual Expenditure Report by May 30 of each Fiscal Year; and
- © Prepare and deliver to the Province no later than March 31, 2009, and periodically thereafter if required by the Province. an Outcomes Report.

4.1.2. The Province or Canada may incorporate all or any part or parts of the said reports into any report that they may prepare for their own purposes, including any reports that may be made public.

##### 4.2. Audits

- 4.2.1. Annual Expenditure Reports will be accompanied by certification by the municipality that it has complied with this Agreement and an Audit Report.
- 4.2.2. The Municipality agrees to keep proper and accurate accounts and records, including invoices; statements, receipts and vouchers in respect of all Eligible Projects that receive Funds, for at least three years after termination of this Agreement and will, upon reasonable notice, make them available to the Province or to Canada for inspection or audit.

- 4.2.3. The Province may complete, and provide to Canada, an audit of any one or more Eligible Projects and the costs shall be paid by the Municipality.
- 4.2.4. The Province or Canada may request and the Municipality agrees to complete, at its cost, and provide to the Province or Canada, an audit of any one or more Eligible Projects.
- 4.2.5. The Municipality will share with the Province or Canada the results of any compliance or performance audit that it may carry out beyond the Audit Report that examines the use of Funds to a specific extent.

## **5. ENFORCEMENT**

**5.1.** The Parties agree that the Province will enforce this Agreement if the Municipality does not comply with the terms and conditions of this Agreement and the methods of enforcement may include withholding of payment, reduction of payment, requiring the return of payment, or non-renewal of this Agreement. The Municipality will cooperate with any request made pursuant to this clause, within the time provided in the request, and any amount owed to the Province under this Agreement will constitute a debt due to the Province, which the Municipality will reimburse forthwith, on demand, to the Province.

**5.2.** Any dispute between the Province and the Municipality or any question of law or fact arising out of this Agreement shall be submitted to and determined by the Court having jurisdiction over this Agreement.

**5.3.** The rights, remedies and privileges of the Province under this Agreement are cumulative and any one or more may be exercised.

## **6. GENERAL**

- 6.1.** The Parties agree to give this Agreement a fair and reasonable interpretation and, when required, to negotiate with fairness and candor any modifications or alteration thereof for the purpose of carrying out the intent of this Agreement and or rectifying any omission in any of these provisions,
- 6.2.** This Agreement shall continue in effect until March 31, 2015, and may be renewed thereafter in five-year increments if mutually agreed in writing. To facilitate efficient planning, any such renewal should be implemented before the expiry date. If this Agreement is not extended in writing beyond the termination date, all uncommitted Funds as of the termination date shall be returned to the Province by March 31, in the year following the date of termination.
- 6.3.** If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
- 6.4.** This Agreement is binding upon the Parties and their successors.
- 6.5.** The Parties agree that the laws of the Province of Nova Scotia will govern this Agreement.
- 6.6.** The Parties agree that the rights and obligations set forth in sections 3.2, 4.1, 4.2, and 5.1 will survive expiry or termination of this Agreement.
- 6.7.** Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the Party to whom it is addressed if personally delivered, sent by prepaid registered mail, sent by facsimile transmission, or by e-mail to the Minister at:

Service Nova Scotia and Municipal Relations 1505 Barrington Street, 14 North  
Maritime Centre PO Box 216 Halifax, Nova Scotia B3J 2M4 Fax : (902) 424-0581  
E-mail : gorallne@gov.ns.ca

or to the Municipality at: The Town of Amherst, P. O. Box 516, Amherst NS B4H 4A1

or to such address as either Party may furnish to the other from time to time.

## 7. MISCELLANEOUS

### 7.1. Binding Obligations

Each Party declares to the other that the signing and execution of this Agreement was duly and validly authorized, and that each has incurred a legal and valid obligation in accordance with the terms and conditions of the Agreement.

### 7.2, No Benefit

No member of the House of Commons or of the Senate of Canada will be admitted to any share or part of any contract made pursuant to this Agreement or to any benefit arising therefrom

- 7.3. No Agency It is understood, recognized and agreed that no provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada, Nova Scotia and the Municipality. or between Canada, Nova Scotia and a Third Party.
- 7.4. No Authority to Represent Nothing in this Agreement is to be construed as authorizing one Party to contract for or to incur any obligation on behalf of the other or to act as agent for the other, Nothing in this Agreement is to be construed as authorizing the Municipality or any Third Party to contract for or to incur any obligation on behalf of the Province or Canada or to act as agent for the Province or Canada.
- 7.5. Precedence In the event of a conflict, the part of this Agreement that precedes the signatures of the Parties will take precedence over the Schedules.
- 7.6. Accounting Principles All accounting terms not otherwise defined herein have the meanings assigned to them, and all calculations will be made and all financial data to be submitted will be prepared, in accordance with the generally accepted accounting principles (GAAP) in effect in Canada and in Nova Scotia. GAAP will include, without limitation, those principles approved or recommended from time to time by the Canadian Institute of Chartered Accountants, or any successor institute, applied on a consistent basis.
- 7.7. Amendments to the Federal-Provincial Agreement If the Province and Canada amend the Federal-Provincial Agreement, the Province may require the municipality to amend this Agreement to take the amendments into account.
- 7.8. Amendments to the Municipal Funding Agreement This agreement may be amended from time to time on the written agreement of the Parties

The Parties have therefore executed this Agreement, each by its duly authorized representative(s) on the respective dates shown below.

## 12. Proposed Policy Revisions, Disposal of Town-Owned Land

**Moved by Councillor Chitty, seconded by Councillor Rhindress that Council accept the recommendation from Administration and approve the revised Policies 211-07 Sale of Usable Town-Owned Lands and 211-08 Sale of Non-Usable Town-Owned Lands.**

**MOTION CARRIED**

### **TOWN OF AMHERST POLICY NUMBER 211-07 SALE OF USABLE TOWN-OWNED LANDS**

#### **PURPOSE:**

To establish a policy on the sale of surplus usable Town owned land.

#### **DEFINITION:**

"Usable" All Town-owned property which meets the requirements of the Subdivision By-Law, Municipal Planning Strategy and Land Use By-Law, and is not required for Town use.

**POLICY STATEMENT:**

The Town of Amherst shall make available for sale usable property which Council deems, from time to time, to be surplus to its needs.

The sale of property will be undertaken by either public tender, public auction or a commission arrangement with local real estate firms. The minimum asking price to be stipulated will be based on the higher of two appraised values for the property, prepared by two (2) appraisers licensed and certified to practice in Nova Scotia and will be approved by Council before the land is listed for sale.

Any sale at a price less than the asking price must receive prior Council approval and Council may consider any offer presented after public tender.

For sale by public auction, Council will set a minimum price.

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**TOWN OF AMHERST POLICY NUMBER 211-08  
SALE OF NON-USABLE TOWN-OWNED LANDS**

**PURPOSE:**

To establish a policy on the sale of surplus non-usable Town owned land.

**DEFINITION:**

"Non usable" Town-owned land that does not meet the requirements of the Subdivision By-Law, Municipal Planning Strategy or Land Use By-Law, and is not required for Town use.

**POLICY STATEMENT:**

Council will decide to sell surplus non usable town owned property by either:

1. Negotiations with adjacent landowners
2. Public Tender
3. Public Auction

If Council decides a negotiated sale to be the best approach then all owners of property immediately abutting the non-usable property shall be offered, in writing, an approximately equal portion of the parcel at the assessed value.

Where only one abutting property owner thereafter expresses in writing continued interest in a portion of the parcel, this owner shall be offered the entire parcel at the predetermined price.

Where the sale of the parcel can not be done through negotiation with adjacent land owners then the sale shall be done by either public tender or public auction.

For sale by public auction, Council will set a minimum price.

Consolidation with a neighbouring lot is a condition of sale.

Any sale must receive Council approval.

**13. Heritage De-Registration Request, 69 Albion Street**

**Moved by Councillor Baker, seconded by Councillor Chitty that approve the request to remove the property located at 69 Albion Street from the Town's Registry of Heritage Properties, against the recommendation of the Heritage Advisory Committee.**

**MOTION CARRIED**

**14. Variance Appeal, 28 South Albion Street**

**Moved by Councillor Angel, seconded by Councillor Chitty that Council accept the recommendation from Administration and deny the appeal to issue a variance to permit the garage located at 28 South Albion Street to be converted to a commercial use.**

**MOTION CARRIED 6-1  
NAY: BAKER**

**15. Wake Up Call Awareness Day**

Moved by Councillor Fawthrop, seconded by Councillor Baker that:  
WHEREAS November 22<sup>nd</sup> is declared “Wake Up Call Awareness Day” in Amherst, Nova Scotia, as well as other locations across Canada; and

WHEREAS you can support this day by having an annual medical checkup and encourage your family and friends to do the same on or before November 22<sup>nd</sup>; and

WHEREAS the Amherst Recreation Hockey Team is aiming to have this day acknowledged from coast to coast in memory of Ron Elliott, Jr., who died while playing hockey on November 22, 1998 at the age of 40;

NOW THEREFORE BE IT RESOLVED that the Town of Amherst supports this worthwhile effort by encouraging its council, staff and all Amherst residents to have a medical check up and by formally recognizing November 22<sup>nd</sup> annually as “Wake Up Call Awareness Day.

**MOTION CARRIED**

**16. Year of the Veteran**

Moved by Councillor Fawthrop, seconded by Councillor Chitty that Council accept the recommendation from Administration, and recognize the contributions and sacrifices made by our Veterans by rededicating the park on the corner of Havelock and Ratchford Streets, now known as Ratchford Park , to *Veterans Memorial Park*, with a dedication ceremony on November 5, 2005.

**MOTION CARRIED**

Council suggested that a committee be established to determine an appropriate monument to complement the North Nova Scotia Highlanders Memorial Mural.

**17. Council Committee Appointments**

Moved by Deputy Mayor March, seconded by Councillor Baker that Council accept the CAO’s recommendation that he be replaced on the CJSMA Board, and that Council approve the following committee appointments for a one-year term effective November 1, 2005:

	HALLEE	ANGEL	BAKER	CHITTY	FAWTHROP	MARCH	RHINDRESS
Airport	Ex-Officio			X			
DARS					X		
ABPC	Ex-Officio	X					
CJSMA					X		X
CREDA					X		
PAC	Ex-Officio		X	X		X	
Wellfield	Ex-Officio		X	X			X
Unightly	Ex-Officio	X				X	X
Tree	Ex-Officio		X				
CRLB		X					
Entrance			X		X		
Heritage	Ex-Officio	X				X	
VON			X				
NR Solid Waste					X		X
Committee of the Whole	X	X	X	X	X	X	X

**MOTION CARRIED**

Departmental Chairs continue to be:

Operational Services	-	Chitty
Corporate Services	-	March
Planning & Development	-	Baker
Fire Department	-	Rhindress
Community & Economic Development	-	Fawthrop

**5. ADDITIONAL ITEMS**

**1. Vacant Buildings**

Moved by Councillor Rhindress, seconded by Councillor Fawthrop that staff be directed to explore the options available to deal with the growing number of vacant buildings in the downtown area, realizing that there is probably little that can be done about existing buildings, but exploring what restrictions can be put upon future transactions.

**MOTION CARRIED**

**6. INFORMATION ITEMS**

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

Highlights of Mayor Hallee's report included: NSAPB/NSCPA Conference in Pictou; Firefighters' Memorial Day; Run for the Cure; Wishmaker Parade; the new Atlantic Dance Academy; and the recent UNSM Fall Conference in Halifax. He reminded everyone to set their clocks back an hour on October 30 for the end of Daylight Saving.

**7. ADJOURNMENT**

On motion by Councillor Rhindress, the meeting adjourned at 9:00 p.m.

**APPROVED:**

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Gregory D. Herrett, Town Manager

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Jerry Hallee, Mayor

**Regular Council Meeting  
Monday, October 24, 2005 at 7:00 PM  
AGENDA**

1. O'CANADA
2. DELEGATIONS/PETITIONS/PRESENTATIONS
  1. Public Hearing, 69 Albion Street Heritage De-Registration
  2. Public Hearing, 28 South Albion Street Variance Appeal
  3. Presentation of Mayor's Life Achievement Award for the Arts
3. CALL TO ORDER
4. BUSINESS ITEMS:
  1. Additions to Agenda
  2. Approval of Agenda
  3. Approval of Minutes, September 26, 2005 Regular Meeting
  4. Joint Use Agreement, Spring Street Academy
  5. Tenders
    - i) Trucking Salt
    - ii) Snow Removal from Parking Lots
    - iii) Sale of Surplus Sandstones
    - iv) Traffic Control Lights Upgrade
  6. Requests for Proposals
    - i) Professional Welding Services
    - ii) Conversion to Natural Gas for Town Owned Buildings
    - iii) Zamboni Compressor
  7. Land Purchase, North Town Collector
  8. CJSMA – BFI Cell at Little Forks Land Fill
  9. Annual Economic Adjustment to Non-Union Salary Grid
  10. First Reading: By-Law to Repeal the Swimming Pool By-Law
  11. Municipal Funding Agreement (Gas Tax)
  12. Proposed Policy Revisions, Disposal of Town Owned Lands
  13. Heritage De-Registration Request, 69 Albion Street
  14. Variance Appeal, 28 South Albion Street
  15. Resolution: Wake Up Call Awareness Day
  16. Year of the Veteran
  17. Council Committee Appointments
5. ADDITIONAL ITEMS
  1. Vacant Buildings
6. INFORMATION ITEMS
  - Planning and Development Department Report
  - Corporate Services Department Report
  - Operational Services Department Report
  - Police Report
  - Fire Department Report
  - Community and Economic Development Department Report
  7. Mayor's Report
7. ADJOURNMENT