

**Minutes of a Regular Meeting of Amherst Town Council  
Held in Council Chambers  
Monday, March 27, 2006 at 7:00 PM**

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

**REGRETS:** Councillor Robert Angel

**1. O'CANADA**

**2. PUBLIC HEARING**

Mayor Hallee called the Public Hearing to order and asked Jason MacDonald to provide a brief description of the issue. Mr. MacDonald reported that in the fall of 2005 council issued a request for proposals for the divestiture of St. Charles Elementary School. Council decided that the Alpha Outreach Society was the respondent to the RFP which best satisfied all of the terms, and authorized staff to commence negotiations with the Society. As the bid price of one dollar was thought to be substantially below market value, the property was appraised and the value found to be \$130,000. As the Alpha Outreach Society is a non-profit organization, and Council is of the opinion that the Society is carrying on a service which is of benefit to the Town, Council is authorized to sell the property at below market value as per Section 51 of the *Municipal Government Act*. Specifically, the objectives of the Society are, in part, to provide safe affordable housing, food and clothing, customized training, skill development, academic upgrading and youth programming to residents of Amherst and the surrounding area. Section 51 of the *MGA* states the requirement for a public hearing in order to obtain public input on this matter.

Mr. MacDonald briefly outlined the details and conditions of the Purchase and Sale Agreement.

Mayor asked for comments from the audience; there were none. There were no written submissions. The Public Hearing concluded at 7:05 PM.

**3. CALL TO ORDER**

**4. BUSINESS ITEMS**

**4.1 Additions to the Agenda**

**Moved by Councillor George Baker, seconded by Councillor Ed Chitty to add Little League Ball Field to the Agenda as item 5.1.**

**MOTION CARRIED**

**4.2 Approval of Agenda**

**Moved by Councillor George Baker, seconded by Deputy Mayor David March to approve the Agenda as amended.**

**MOTION CARRIED**

**4.3 Approval of Minutes**

**Moved by Councillor George Baker, seconded by Councillor Terry Rhindress to approve the Minutes of the February 27, 2006 Regular Meeting as circulated.**

**MOTION CARRIED**

#### 4.4 Lions Park – Playground Equipment

Moved by Councillor Terry Rhindress, seconded by Councillor Ed Chitty that Council approve the amount of \$63,423 as set out in the Town's 2006/07 Capital Budget for the replacement of the Main Play Structure at the Lions Park, with funding to be accomplished through the Lions Club contribution of \$55,338 and the balance of \$8,085 to come from the 2006/07 Capital Budget.

**MOTION CARRIED**

Representatives from the Lions Club were present, and each member of Council expressed the Town's gratitude and appreciation for the tremendous work they do in the community.

#### 4.5 Tabled Items

##### 4.5.1 Second Reading, By-Law to Amend the Tax Exemption By-Law

Moved by Deputy Mayor David March, seconded by Councillor Ed Chitty to bring Second Reading of the by-Law to Amend the Tax Exemption By-Law from the Table.

**MOTION CARRIED**

Moved by Deputy Mayor David March, seconded by Councillor Dale Fawthrop to amend the By-Law by adding *the land and building at 24 Crescent Avenue owned by Alpha Centre Society* to Schedule D.

**MOTION CARRIED**

Moved by Deputy Mayor David March, seconded by Councillor Terry Rhindress to approve Second Reading of the By-Law to Amend the Tax Exemption By-Law as amended.

**MOTION CARRIED**

#### By-Law to Amend the Tax Exemption By-Law (B-1)

1. The Town of Amherst Tax Exemption By-Law approved by Council on the 23<sup>rd</sup> day of April, 2001, with amendments to December 16, 2002, is hereby amended as follows:

#### **SCHEDULE D**

**ADD:** *Land and Building, 24 Crescent Ave., assessed to Alpha Centre Society*

**DELETE:** *Land and Building, 6 Mission St., formerly assessed to Bernice Lodge # 214, LTBA*

**AMEND:** *Land and Building, 9 LaPlanche St., assessed to Pythian Castle Ltd. to read  
Land and Building, 189 Church St., assessed to Pythian Castle Ltd.*

*The Extent of Application is "The Whole" and the Extent of Exemption is "100%" for both the remaining properties.*

2. In the descriptive heading of Schedule D, **change** the reference to Section 71(2) of the **Assessment Act** to read Section 71(2) of the **Municipal Government Act**. (Housekeeping Amendment).
3. Delete the wording from Section 6, entitled Duration of By-Law and substitute the words *"The effective date of this Bylaw shall be April 1, 2005 and the provisions of the Bylaw shall continue until Council sets a new effective or expiry date."*

#### 4.5.2 InfoRadioCanada

**Moved by Councillor Ed Chitty, seconded by Councillor Dale Fawthrop to bring the InfoRadioCanada Motion, tabled at the September 26, 2005 Regular Meeting, from the table.**

**MOTION CARRIED**

Deputy Mayor David March excused himself from debate and consideration of this issue, stating he may have a conflict due to being an employee of CKDH.

**Moved By Councillor Ed Chitty, seconded by Councillor George Baker that the Town of Amherst continue to utilize CKDH radio to get essential information out to the public during times of emergencies.**

**MOTION CARRIED**

#### 4.6 Divestiture of St. Charles Elementary School

Father Driscoll from St. Charles Church was unable to attend the Public Hearing held at 7:00 PM, and requested permission to speak about the proposed sale.

**Moved by Councillor Terry Rhindress, seconded by Councillor Ed Chitty that Council recess to allow Father Driscoll to speak on this issue.**

**MOTION CARRIED**

Father Driscoll wanted to ensure the purchasers were aware of the issue of access to the property and ownership of the parking lot. Council felt this is a matter between the purchaser and the Church, and was not a matter affecting the issue before them now, on whether to authorize the Mayor and Clerk to enter into a Purchase and Sale Agreement.

**Moved by Councillor Dale Fawthrop, seconded by Councillor Terry Rhindress to resume the Regular Meeting.**

**MOTION CARRIED**

**Moved by Councillor Dale Fawthrop, seconded by Councillor Terry Rhindress that:**

**WHEREAS Council has declared the former St. Charles Elementary School property (PID 25023524) surplus to the Town's needs; and**

**WHEREAS Council has advertised a Request for Proposals for the subject property in the local and Nova Scotia and New Brunswick provincial newspapers; and**

**WHEREAS Council has determined that the Alpha Outreach Society was the respondent to the Request for Proposals which best satisfied all of the terms of the said Request for Proposals; and**

**WHEREAS Council has received an appraisal from a certified Nova Scotia Real Estate Appraiser that the value of the land and building is \$130,000; and**

**WHEREAS the highest offer for the building and property was \$1; and**

**WHEREAS the Alpha Outreach Society is a non-profit organization whose objectives are, in part, to provide safe affordable housing, food and clothing, customized training, skill development, academic upgrading and youth programming to residents of Amherst and the surrounding area; and**

**WHEREAS Amherst Town Council considers the activity of the Alpha Outreach Society to be providing a benefit to the Town; and**

**WHEREAS the Alpha Outreach Society will utilize the property and building to help achieve their objectives;**

**THEREFORE BE IT RESOLVED that Council authorize the Mayor and Chief Administrative Officer to enter into a Purchase and Sale Agreement between the Town of Amherst and Alpha Outreach Society.**

**MOTION CARRIED UNANIMOUSLY**

**THIS AGREEMENT OF PURCHASE AND SALE** made this \_\_\_\_\_ day of March, 2006.

**BETWEEN:** **ALPHA OUTREACH SOCIETY**  
Hereinafter called "the Purchaser"  
- and -  
**THE TOWN OF AMHERST,**  
Hereinafter called "the Vendor"

**Property**

1. The Vendor agrees to sell and the Purchaser agrees to purchase from Vendor a lot of land owned by the Vendor being land located at 13 Prince Arthur Street (PID 25023524) in the Town of Amherst, County of Cumberland and Province of Nova Scotia, being the former St. Charles Elementary School property, herein called "the property".

**Purchase Price**

2. The purchase price of One Dollar (\$1.00) Dollar.

**Deposit**

3. The Purchaser does not submit a deposit with this offer.

**Date of closing**

4. The sale shall be completed on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**Deed**

5. The Vendor shall convey title to the property by deed without covenants. The Purchaser shall have until 14 days prior to the date of closing to examine the title and if valid objection is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this agreement notwithstanding any immediate acts or negotiations in respect of such objection shall be at an end and all monies theretofore paid shall be returned with the interest earned as described heretofore, and the Vendor shall not be liable for any costs or damages. Except for any valid objection to title made by the 14 days prior to closing, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

**Vendor's obligations**

6. The completion of the purchase by the Purchaser is conditional upon the Vendor complying with Section 51 of the Municipal Government Act requiring the Vendor to hold a public meeting and adopt a Resolution approving the sale of the property to a non-profit organization.

**Purchaser's Obligations**

7. The Purchaser covenants and agrees with the Vendor as follows
  - (a) To purchase the property on an as is basis;
  - (b) To assume responsibility and to remediate any past or present environmental issues as may be determined as a consequence of any environmental assessment or inspection;
  - (c) To be responsible for all survey costs associated with the transfer of the land and the subsequent development;
  - (d) To be responsible for all costs associated with migrating the property to the land registry system, under the Land Registration Act;
8. The Purchaser further covenants and agrees with the Vendor:
  - (a) To repaint or re-clad the exterior of the building on or before June 30<sup>th</sup>, 2006;
  - (b) To have the building secured from illegal entry at all times;
  - (c) To ensure that no windows or doors are boarded up after June 30<sup>th</sup>, 2006;

9. *The Purchaser and Vendor agree that if the above-noted conditions are not met the Vendor shall impose on the Purchaser a penalty in the amount of Two Hundred Dollars (\$200.00) per day until the said conditions are met.*
10. *It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressed herein.*
11. *Transfer of title shall be shall be by deed without covenants prepared by the Vendor's solicitor. The Vendor shall not provide a warranty of title except that it has done nothing to encumber the property.*

**Notices**

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

*To the Purchaser:       Alpha Outreach Society  
                                  Amherst, NS*

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

**Time**

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

**Tender of Money**

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

**Telefacsimiles and Reproduction**

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

**Governing Law**

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

**Binding**

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

**Headings**

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

**4.7 Amherst Stadium**

**4.7.1 Timeline & Steering Committee**

**Moved by Councillor Ed Chitty, seconded by Councillor George Baker that Council accept the three-year Action Plan related to the Stadium Development Project as recommended by Administration, and further moved that Council ratify the creation of a Stadium Development Project Steering Committee comprised of Greg Herrett as Chair, Ron Patterson, Ron Curtis, Patrick Dixon, Roger Maclsaac and Councillor Dale Fawthrop.**

**MOTION CARRIED**

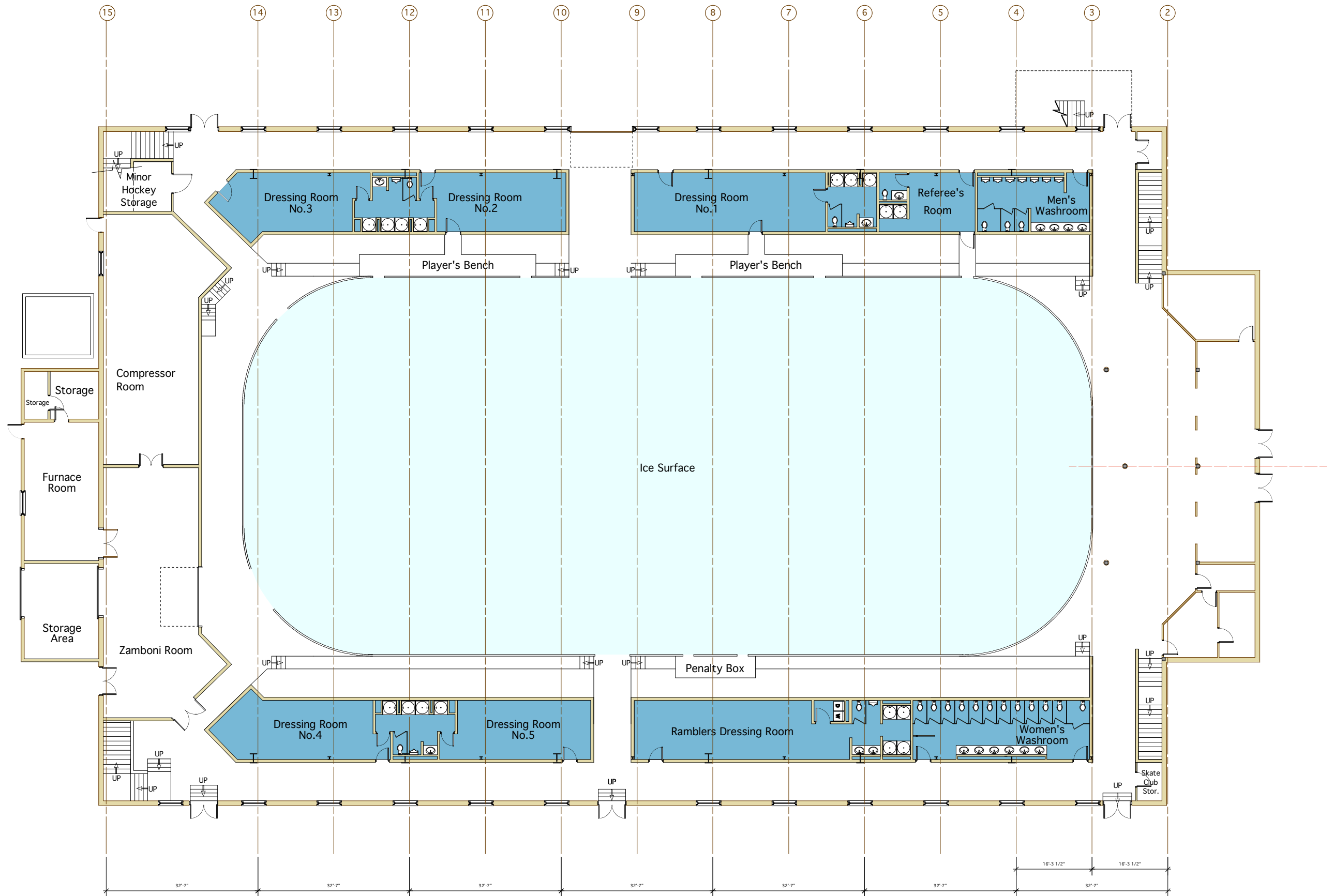
**STADIUM DEVELOPMENT PROJECT – ACTION PLAN  
PHASE I, II AND III**

<b>PHASE I</b>	<b>TIMELINE</b>	<b>PHASE II</b>	<b>TIMELINE</b>	<b>PHASE III</b>	<b>TIMELINE</b>
Council agreement on concept for Phase I of Project	Mar 27/06	Council agreement on concept for Phase II of Project	Sep 25/06	Council reaffirms final concept plan by Sperry as approved on Oct 28/06	Oct 22/07
Completion of Phase I working drawings, plans and estimates by Sperry	Apr 17/06	Completion of Phase II working drawings, plans and estimates by Sperry	Nov 20/06	Completion of Phase III working drawings, plans & estimates by Sperry	Jan 7/08
Completion of tender documents by Sperry	Apr 21/06	Motion of council to move forward with Phase II of Project	Nov 27/06	Motion of Council to move forward with Phase III	Jan 14/08
Phase I tender call	Apr 24/06	Completion of Tender Documents by Sperry for Phase II	Dec 22/06	Completion of tender documents by Sperry for Phase III	Jan 17/08
Phase 1 Tender opening	May 9/06	Phase II Tender Call	Jan 8/07	Phase III Tender Call	Jan 17/08
Review bids by staff & Sperry	May 10-17	Phase II Tender Opening	Feb 2/07	Phase III Tender Opening	Feb 5/08
Recommendation to Council and motion to accept bid	May 19/06	Review of Phase II bids by staff & Sperry	Feb 2 – 12	Review of Phase III bids by staff & Sperry	Feb 5 – 15
Construction commences	May 29/06	Recommendation to Council and motion to accept bid	Feb 26/07	Recommendation to Council and motion to accept bid	Feb 25/08
Develop RFP for professional fundraising service	Aug 28/06	Construction commences	Apr 23/07	Construction commences	Apr 21/08
Complete overall draft conceptual plans by Sperry for public information sessions	Sep 18/06	Completion of fundraising campaign	Sep 15/07	Project completion	Aug 18/08
RFP sent (invitation)	Sep 20/06	Motion of Council to move forward with Complete Development Plan	Sep 24/07		
Public Info Sessions	Oct 11 & 15/06				
Review fundraising submission	Oct 16/06				
Completion of report and recommendations from public info session provided to Council	Oct 23/06				
Finalization of Concept Plans by Sperry	Oct 28/06				
Recommendation to Council for fundraising services including targets	Oct 30/06				
Motion of council to accept final Concept Plan	Oct 30/06				
Launch Public Fundraising Campaign	Nov 1/06				

#### **4.7.2 Concept**

**Moved by Councillor Ed Chitty, seconded by Councillor Dale Fawthrop that Council give approval to the final concept proposed by Administration so the preparation of working drawings can begin.**

**MOTION CARRIED**



ADDITION  
 RENOVATION

# MAIN FLOOR PLAN

3/32" - 1'-0" MARCH 7, 2005

# AMHERST STADIUM

**4.7.3 Funding**

Moved by Councillor Ed Chitty, seconded by Deputy Mayor David March that Council approve the amount of \$410,550 for Phase I of the Stadium renovations under the 2006/2007 Capital Budget, with funding for this project to be addressed through a combination of borrowing and reserves.

MOTION CARRIED

**4.8 Requests for Financial Support****4.8.1 Gwen Harrison Dart League – Jade Noiles**

Moved by Councillor George Baker, seconded by Councillor Terry Rhindress that Council support the fundraising efforts being undertaken by the Gwen Harrison Jr. Dart League by providing financial support in the amount of \$100, this contribution being consistent with past practice and recommended by Administration under current Town policy.

MOTION CARRIED

**4.8.2 Jade Noiles – Personal Request**

Moved by Councillor George Baker, seconded by Councillor Dale Fawthrop that council decline the request from Jade Noiles for financial assistance for her parents to travel to Saskatoon with her for her appearance at the National Dart Championship, as it does not qualify under current Town policy.

MOTION CARRIED

**4.8.3 CANSA Homecoming Event**

Moved by Councillor Dale Fawthrop, seconded by Councillor Terry Rhindress that Council decline the request from the Cumberland African Nova Scotian Association (CANSA) as presented, however, recognizing that this event could have a positive economic impact on our community, Community and Economic Development staff is directed to work directly with CANSA to determine whether the Town may be able to assist in addressing the marketing and promotional aspects of this planned Homecoming Event.

MOTION CARRIED

**4.8.4 E B Chandler Junior High School**

Moved by Councillor Dale Fawthrop, seconded by Deputy Mayor David March that Council decline the request from E B Chandler Junior High School to help support their Life Skills Program as it does not qualify under the present Town policy.

MOTION CARRIED

**4.9 Deed Transfer Tax Collection**

Moved by Deputy Mayor David March, seconded by Councillor Ed Chitty that, pursuant to Section 110 of the *Municipal Government Act*, the Town appoint the Registrar of Deeds for the registration district in which the municipality is located to exercise and perform the powers, duties and responsibilities of the Clerk under Sections 105 – 109 of the Act.

MOTION CARRIED

**4.10 Interim Tax Billing**

Moved by Deputy Mayor David March, seconded by Councillor Dale Fawthrop that Council proceed with an interim tax billing for the 2006/2007 fiscal period, that bills be sent during the month of April 2006 with interest at 12% per annum to commence on June 1, 2006, and that this interim tax billing be based on one half of last year's commercial and residential rates on the current assessments.

MOTION CARRIED



**4.11 FCM Partnership**

Moved by Councillor Dale Fawthrop, seconded by Councillor Terry Rhindress that Council authorize the renewal of the Town of Amherst partnership with the City of Escalante for a second phase, such partnership to continue to focus on local economic development and tourism, and to build on activities recommended from the strategies completed in the initial phase, with all out of pocket costs related to the partnership covered by the FCM Municipal Partnership Program.

**MOTION CARRIED**

**4.12 Centennial Coach Car**

Moved by Councillor Dale Fawthrop, seconded by Councillor Ed Chitty that the Town attempt to find a new owner for the Coach Car by issuing a Request for Proposals to seek out any party who may have an interest in acquiring the Coach Car.

**MOTION CARRIED**

**4.13 First Reading, Transient Vendors By-Law**

Moved by Councillor Terry Rhindress, seconded by Councillor Dale Fawthrop that Council approve First Reading of the proposed Transient Vendors By-Law.

**MOTION CARRIED**

***Transient Vendors Bylaw (P-5)***

***Pursuant to Section 171 of the Municipal Government Act, BE IT ENACTED by the Council of the Town of Amherst as follows.***

1. (1) *This By-law shall be known as the "Transient Vendors By-law".*
- (2) *Where a provision of this By-law conflicts with the provision of another By-law in force within the Town, the provision that establishes the higher standards to protect the health, safety, and welfare of the general public shall prevail.*

**DEFINITIONS**

2. (1) *Unless otherwise defined herein, definitions contained in the Nova Scotia Building Code Act, Nova Scotia Building Code Regulations, The Municipal Government Act, The Town of Amherst Land Use Bylaw, and the National Building Code also apply to this By-law.*
- (2) *In this By-law*
  - (a) *"Building", for the purposes of this by-law, means any structure having a roof supported by columns or walls and used, or intended to be used to support or shelter any use or occupancy, and directly connected to municipal water and sewer services.*
  - (b) *"Council" means the Council for the Town of Amherst.*
  - (c) *"Development Officer" means the person appointed by the Town to be the Development Officer or their designate.*
  - (d) *"Farmers Market" means an operation which offers to the public, at retail, locally made, grown or produced crafts, art, produce, meat or prepared foods.*
  - (e) *"Town" means the Town of Amherst.*
  - (f) *"Order to Comply" means a notice to the owner of a building to correct any violations of this bylaw.*
  - (g) *"Owner" includes any one or combination of the following as defined in the Municipal Government Act:*
    - (i) *a part owner, joint owner, tenant in common or joint tenant of the whole or any part of land or building,*

(ii) *in the case of the absence or incapacity of the person having title to the land or building, a trustee, an executor, a guardian, an agent, a mortgagee in possession or a person having the care or control of the land or building, in the absence of proof to the contrary, the person assessed for the property.*

(h) *“Vend or Vending” means the sale, or offering for sale, of goods, food, beverages or services to the general public.*

(i) *“Permit” means a Transient Vendors permit provided for in this Bylaw.*

(j) *“Provincial Building Code” means the National Building Code as adopted pursuant to the Nova Scotia Building Code Regulations including amendments as may be made from time to time.*

(k) *“Transient vendor” means a business, organization or person temporarily selling merchandise on private property, which is not housed within a permanent structure or which is not an extension of a business operating from a permanent building within the Town of Amherst. For the purposes of this Bylaw, a “Yard Sale” and “Farmers Market” are not considered a Transient vendor.*

(l) *“Yard Sale” means the sale of surplus household goods by the occupants or neighbors of the residential property at which the sale is carried on; provided that surplus household goods shall not include household goods acquired for resale.*

#### **TRANSIENT VENDOR PERMIT REQUIRED**

3. (1) *All transient vendors shall obtain a Transient Vendor Permit prior to setting up their operation within the Town of Amherst.*
- (2) *No transient vendor permit shall be issued unless the activity is permitted on the subject property by the Land Use Bylaw, and occurs in a manner permitted within the Land Use Bylaw. Application for a transient vendor permit shall also constitute an application for a development permit as required by the Land Use Bylaw.*
- (3) *An application for a Transient Vendor permit shall be made to the Development Officer, on the application form which is contained in Schedule A of this Bylaw.*
- (4) *A separate Transient Vendor Permit is required for each transient vendor which occupies the same piece of property during any given time period.*

#### **PERMIT REQUIREMENTS**

4. (1) *A permit shall be valid for one year from the issuance of the said permit.*
- (2) *A permit is renewable upon application and payment of the required fee.*
- (3) *An application is not considered complete until all relevant information is provided and payment is made.*
- (4) *The application shall include a site plan showing location of the operation on the property, access to and egress from the site, the location of all buildings on the property and the area being utilized for the operation.*

#### **FEE SCHEDULE**

5. (1) *The cost of the Transient Vendor Fee shall be as follows:*

(a) <i>vehicle sales</i>	<i>\$2000.00</i>
(b) <i>prepared food vendor</i>	<i>\$300.00</i>
(c) <i>other retail</i>	<i>\$500.00</i>
(d) <i>carnivals or other amusements</i>	<i>\$ 0.00</i>
- (2) *For the purposes of this Bylaw, not for profit organizations, including schools or student fundraisers shall be exempt from the permit fee requirement of this Bylaw.*
- (3) *A Transient Vendor Permit is not transferable.*

**CONDITIONS OF PERMIT**

5. (1) *Any sign to be erected on the site shall be included in the site plan submitted at the time of application and shall meet the requirements of the Land Use Bylaw. A separate Development Permit is not required for the said sign(s).*
- (2) *Receptacles sufficient to satisfy the Town of Amherst Solid Waste Bylaw shall be situated on the site, particularly where food is for sale intended for immediate consumption.*
- (3) *All facilities associated with the operation shall be removed from the site once the operation ceases, or the permit expires, whichever comes first. Failure to remove all facilities and any associated solid waste constitutes a violation of this Bylaw.*
- (4) *No person operating a transient vendor operation or person employed by such shall verbally or physically communicate with passing motorists or pedestrians for the purposes of soliciting business.*

**PENALTY**

10. (1) *Every person who violates or fails to comply with any of the provisions of this By-law shall be liable, upon summary conviction, to a penalty not less than Five Hundred Dollars (\$500.00) and not exceeding Ten Thousand Dollars (\$10,000.00).*
- (2) *In any prosecution or proceeding in respect to any contravention of, or failure to comply with any provision of this By-law, which contravention or failure of compliance continues from day to day, the Court or Judge before whom the matter of such contravention or failure of compliance is heard, may, in addition to the penalty imposed for such contravention or failure, impose a further penalty not exceeding one hundred dollars or in default of payment ten (10) days imprisonment, for each day during which such contravention or failure has been continued.*
- (3) *In addition to any other remedy open to law, the judge may:*
  - (a) *make an Order restraining the continuance of repetition of any such contravention or failure;*
  - (b) *make such other Order as is required to enforce the provisions of this By-law, and the recovery of the expense of any such removal or destruction by the Inspector, as to the Court or Judge seems fit.*

**4.14 Cumberland Joint Services Management Authority (CJSMA)****4.14.1 Release BFI Cell at Little Forks Landfill Site**

**Moved by Councillor Ed Chitty, seconded by Councillor George Baker that Council approve the agreement to release BFI/MEL from any obligation at the Little Forks Landfill Site and any ability arising from reopening the cells, and authorize the Chief Administrative Officer to sign the agreement on behalf of the Town of Amherst.**

**MOTION CARRIED**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2006.

**AMONG:**

**THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND, the TOWN OF PARRSBORO and the TOWN OF SPRINGHILL (collectively the "Original Municipal Parties"), the TOWN OF AMHERST and the TOWN OF OXFORD, all being bodies corporate pursuant to the *Municipal Government Act* and herein collectively the "Municipal Parties"**

OF THE FIRST PART

- and -

**MUNICIPAL ENTERPRISES LIMITED, ("MEL"), a body corporate, incorporated under the laws of the Province of Nova Scotia**

OF THE SECOND PART

- and -

**CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY ("CJSMA")**

OF THE THIRD PART

**WHEREAS** the Original Municipal Parties, together with Browning-Ferris Industries Ltd., ("BFI Ltd.") and MEL, entered into a Solid Waste Disposal Service Agreement with the Halifax Regional Municipality (HRM) on the 20<sup>th</sup> day of June, 1996, whereby as a consortium it was agreed that certain services relating to the management and disposal of solid waste generated in the HRM would be provided by the Original Municipal Parties, BFI Ltd. and MEL.

**AND WHEREAS** the Original Municipal Parties subsequently entered into with BFI Ltd. and MEL, an agreement outlining the duties and obligations between themselves relating to the implementation and management of the above noted agreement with the HRM, the "Little Forks Intermunicipal Landfill Design Build and Operate Agreement" (the "Little Forks Agreement").

**AND WHEREAS** the Municipal Parties subsequently by virtue of the "Intermunicipal Services Agreement - Cumberland Joint Services Management Authority" dated October 7, 1997, created the CJSMA, a body responsible for the provision of solid waste/resource management and planning services within the geographic areas covered by the Municipal Parties.

**AND WHEREAS** the Municipal Parties, BFI Ltd. and MEL fulfilled the agreement with the HRM, which included the development of two landfill cells for the acceptance of solid waste from the HRM, namely Cells 1 and 2(A) together with the construction of a Disposal Facility.

**AND WHEREAS** the contract with the HRM concluded on December 31, 1998 and the two cells, namely Cell 1 and 2(A) were closed in 1999.

**AND WHEREAS** BFI Ltd. and MEL assumed closure and post-closure responsibilities with respect to the Disposal Facilities pursuant to Section 4.01(k) of the Little Forks Agreement including, following the closure of Cells 1 and 2(A) ongoing responsibility for the removal of leachate generated from Cells 1 and 2(A), a well monitoring program, as well as site maintenance.

**AND WHEREAS** MEL assumed all of the obligations and liabilities of BFI Ltd. under the Little Forks Agreement and of Browning-Ferris Industries Inc. ("BFI Inc.") under the guarantee given by BFI Inc. to the Original Parties dated June 20, 1996 (the "Guarantee").

**AND WHEREAS** the CJSMA and the Municipal Parties are desirous of reopening Cells 1 and 2(A) for the acceptance of solid waste from within the geographic area covered by the Municipal Parties and in order to do so it is necessary to terminate the Little Forks Agreement and all of the liabilities and obligations of the parties thereunder.

**NOW THEREFORE IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. The Little Forks Agreement is, and all of the liabilities and obligations of each of the parties thereunder or arising pursuant thereto are, hereby terminated.
2. MEL hereby releases and transfers to the CJSMA all right, title and interest which it may hold in the Disposal Facility built pursuant to the Little Forks Agreement, including all buildings and equipment remaining and which had been utilized in conjunction with the operation of the Disposal Facility.
3. MEL further releases any right it may have to the management and utilization of Cells 1 and 2(A), and explicitly consents to the CJSMA undertaking management and control of said cells.
4. The CJSMA and the Municipal Parties release the parties thereto from any and all obligations and liabilities under the Little Forks Agreement, including, without limitation, the requirement for the removal of leachate, well monitoring and site maintenance.
5. The CJSMA and the Municipal Parties hereby release the Guarantee and agree to provide such further assurances of such release as may be reasonably requested by MEL.
6. The CJSMA and the Municipal Parties agree to accept all liability resulting from the reopening of Cells 1 and 2(A) and shall indemnify and save harmless MEL from any liabilities or claims arising therefrom.

7. Each of the Municipal Parties and CJSMA and their respective successors and assigns (the "Releasers") hereby release and forever discharge MEL and its insurers, directors, officers, agents, employees, sureties, subsidiary companies, assignors, successors and assigns (the "Releasees") from any and all actions, claims, demands, suits, debts, contracts, accounts and covenants ("Claims") of every kind and nature which each or any of the Releasers every had, now has or which any one of them hereafter can, shall or may have arising from or relating either to the Little Forks Agreement or the Disposal Facility and hereby agree to indemnify and save harmless the Releasees from and with respect to any Claims which may be asserted against either the Releasers or the Releasees by any other party with respect to the Little Forks Agreement or the Disposal Facility.

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

#### 4.14.2 Budget Process, Joint Council Meeting

**Moved by Councillor Terry Rhindress, seconded by Councillor Ed Chitty that Council approve the amendment to the Inter-Municipal Agreement to reflect the deletion of the requirement for the joint councils meeting as a part of the annual budget process for the Cumberland Joint Services Management Authority.**

**MOTION CARRIED**

#### 4.14.3 2006/2007 CJSMA Budget

**Moved by Councillor Dale Fawthrop, seconded by Councillor Terry Rhindress that Council give its approval to the proposed CJSMA budget for 2006/2007 as presented.**

**MOTION CARRIED**

#### Summary

	Year to Date <u>Jan-05</u>	2006 <u>Projection</u>	2005 <u>Budget</u>	2006 <u>Budget</u>	2007 <u>Budget</u>
<b>Solid Waste Operations</b>					
Revenues	1,446,371	1,796,591	1,619,223	1,807,485	1,540,357
Administrative Expenses	197,217	232,869	229,832	231,808	263,242
Operation Expenses	1,188,560	1,443,251	1,022,121	1,269,930	982,921
Surplus (Deficit)	60,594	120,471	367,269	305,747	294,194
<b>Compost Operation</b>					
Revenues	218,609	245,219	217,000	247,633	243,514
Operation Expenditures	237,979	270,753	275,819	269,623	271,698
Surplus (Deficit)	(19,370)	(25,535)	(58,819)	(21,989)	(28,183)
<b>Recycling Operations</b>					
Revenues	292,608	323,896	277,250	325,489	307,534
Operation Expenditures	454,806	539,059	585,701	609,247	573,544
Surplus (Deficit)	(162,197)	(215,163)	(308,451)	(283,758)	(266,011)
<b>Combined Results</b>					
Landfill Surplus	60,594	120,471	367,269	305,747	294,194
Compost Surplus	(19,370)	(25,535)	(58,819)	(21,989)	(28,183)
Recycling Deficit	(162,197)	(215,163)	(308,451)	(283,758)	(266,011)
Results of Operations	(120,974)	(120,226)	201,249	0	0
Existing Surplus (Deficit)	448,977	448,977	(201,249)	448,977	328,751
Net Results of Operation	328,003	328,751	0	448,977	328,751

**4.15 CREDA Funding Formula, 2006/2007**

**Moved by Councillor Dale Fawthrop, seconded by Councillor George Baker that Council provide confirmation that funding for the Cumberland Regional Economic Development Association in the amount of \$41,600 will be included in the Town's 2006/2007 Operating Budget .**

**MOTION CARRIED**

**4.16 Planning Advisory Committee Policy**

**Moved by Councillor George Baker, seconded by Deputy Mayor David March that Council approve the new Planning Advisory Committee Policy, Number 210-23, as recommended by Administration.**

**MOTION CARRIED**

Planning Advisory Committee Policy, 210-23

**PURPOSE:**

The purpose of this policy is to establish a Planning Advisory Committee in accordance with Section 200 of the *Municipal Government Act*.

**ROLE OF COMMITTEE:**

1. The role of a Planning Advisory Committee is to advise Council respecting the preparation or amendment of the Town's Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw as well as general land use planning matters.
2. The duties assigned to the Committee, pursuant to this policy, shall only be carried out by the Committee.

**MEMBERSHIP:**

3. The Council shall appoint members of the Planning Advisory Committee by resolution.
4. Membership shall include three members of Town Council and three members of the public who are residents of the Town of Amherst.
5. The term for members shall be three years, and members may be re-appointed to the Committee. Public members' terms shall be by fiscal year, with one member appointed each year.
6. In January of each year, an advertisement for the public member(s) whose term is set to expire that fiscal year shall be placed in the local newspaper. It is the intention to have members with a varied background; however, members with a planning, architecture, engineering or other similar background will have some preference.
7. At the beginning of the first meeting of each fiscal year the Committee will elect a chairperson as well as a vice-chairperson. Terms for such will be one year. The chairperson and vice chairperson may be re-elected.

**STAFF RESOURCES:**

8. The Director of Planning and Development is responsible for all functions of the Committee including:
  - a. Calling meeting;
  - b. Taking minutes
  - c. Distribution of reports and other information as required;
  - d. Public notification as required;
  - e. Providing Committee motions to the Chief Administrative Officer for inclusion on the Council agenda.
9. Where additional information or work is required of staff by the Committee, the Director of Planning and Development will be responsible for prioritizing staff resources, in conjunction with the Chief Administrative Officer when required.

10. Meetings are to be attended by the Director of Planning and Development or designate as well as an Administrative Assistant. At the discretion of the Director, other staff may be invited / asked to attend as well. Standing invitations to Committee meetings will be given to the Chief Administrative Officer and all Department Heads.

**MEETINGS:**

11. Meetings will be automatically scheduled for the first Wednesday of every month. Meetings will commence at 4:00 pm unless otherwise informed.
12. Meeting times may be changed when appropriate by the chairperson in consultation with the Director of Planning and Development.
13. Meetings may be cancelled by the Chairperson in consultation with the Director of Planning and Development when there are no agenda items.
14. All meetings are open to the public as per Section 203 of the *Municipal Government Act*, unless the Committee, by a majority vote, moves a meeting in private to discuss matters permitted by the Act.
15. The date, time and location of Committee meetings shall be posted in the lobby of Town Hall three days prior to the meeting, and in the Town's regular bi-weekly newspaper advertisement.
16. An agenda package will be provided to all Committee members and staff no later than 4 pm, two business days prior to the meeting.

**4.17 North Town Collector – Design Approval**

**Moved by Deputy Mayor David March, seconded by Councillor Ed Chitty that Council accept a proposal from Dillon Consulting to prepare design and tender documents to support the development of the North Town Collector Sewer Project in the amount of \$61,800 plus tax, and that Council approve \$10,000 to continue wastewater flow monitoring and address technical issues related to our Sewage Treatment Plant Design, by re-allocating funding approved in the 2005/2006 capital budget for the design of the Sewage Treatment Plant, as recommended by Administration.**

**MOTION CARRIED**

**4.18 Brookdale Dam**

**Moved by Councillor Ed Chitty, seconded by Councillor Dale Fawthrop that Council accept the proposal from Mitchelmore Engineering to conduct a preliminary design and options analysis for the decommissioning of the Brookdale Dam, to include a site survey, hydrologic modeling and a preliminary design and budget costs, in the amount of \$20,000, with funding to come from the Operational Services Operating Budget for 2006/2007.**

**MOTION CARRIED**

**4.19 Volunteer of the Year**

**Moved by Councillor Dale Fawthrop, seconded by Deputy Mayor David March that Council select Sharon Murphy as the Town of Amherst Representative Volunteer Award Recipient for 2006.**

**MOTION CARRIED**

**4. 20. Petro Canada – 85 Church Street**

Councillor Ed Chitty excused himself from discussion and debate on this issue because of a potential conflict.

**Moved by Councillor Terry Rhindress, seconded by Councillor George Baker that Council acknowledge Petro Canada's offer to pay the cost of disposal of any contaminated soil found within the Albion Street area of the former Petro Canada Service Station located at 85 Church Street, thereby clearing them by Nova Scotia Department of Environment and Labour to sell the property.**

**MOTION CARRIED**

4. 21. **2005/2006 Capital Budget – Police Vehicle**

Moved by Deputy Mayor David March, seconded by Councillor Terry Rhindress that whereas Council approved \$15,000 in the 2005/2006 Capital Budget for the purchase of a ¼ ton truck for use as a Canine Control vehicle, that an additional \$3,090 be approved to allow the purchase of a four wheel drive vehicle, with the additional funds to be re-allocated from current Police Operating Budget.

**MOTION CARRIED**

5. **ADDITIONAL ITEMS**

5.1 **Little League Ball Field Lease**

Moved by Councillor George Baker, seconded by Councillor Terry Rhindress that Council authorize the Mayor and Chief Administrative Officer to execute a lease for the property known as the Ernie Landry Ball Field to the Amherst Little League Baseball Association for a further 50 year period.

**MOTION CARRIED**

6. **INFORMATION ITEMS**

6.1 **Planning and Development Department Monthly Report**

Moved by Councillor George Baker, seconded by Deputy Mayor David March to accept the following Planning and Development Department Monthly Report:

**Building Activity**

As of February 28, 2006 the total value of building permits issued in the Town was **\$6,952,930** compared to **\$8,914,510** last year. Significant permits this month include 2 new single detached dwellings (Lorne Crescent and Pinehurst Street) as well as a 4 unit townhouse on Ottawa Avenue. This brings the total number of new residential units constructed in the Town so far this year to 39.

**Dangerous and Unsightly Premises**

There have been no new complaints lodged in the month of February. Staff have been successful in getting the Victoria Street windows of the former police station covered with advertising for the Tantramar Theatre which somewhat improves the aesthetic quality of the building.

**Former R. B. Dickey School Site**

Demolition of the building took place on the weekend of March 11 without incident. Much of the interior of the building has been salvaged. A number of lots fronting on Dickey and Rupert Streets have been subdivided. The project is on schedule and at this point the new owners are in compliance with the purchase and sale agreement.

**MOTION CARRIED**

6.2 **Corporate Services Department Monthly Report**

Moved by Deputy Mayor David March, seconded by Councillor Ed Chitty to accept the following Corporate Services Department Monthly Report:

**MONTHLY EXPENDITURES**

Expenditures during the month of February 2006 totaled \$860,154 compared to \$862,140 for the same month last year.

**YEARLY OPERATING STATEMENT**

As of February 28, 2006 we are 11 months into our fiscal year. Our total revenue to date is \$12,346,505 compared to the budgeted amount of \$12,399,152. Our total expenditures to date are \$10,862,259 compared to the budgeted amount of \$11,469,997.

**COLLECTIONS**

Total amount owing to the Town at the end of February 2006 was \$1,038,504. During the month of February 2006 we collected \$607,069.

**MOTION CARRIED**



### 6.3 Operational Services Department Monthly Report

**Moved by Councillor Ed Chitty, seconded by Councillor George Baker to accept the following Operational Services Department Monthly Report:**

Staff have been busy preparing work plans as well as operating and capital budgets for the upcoming year. We continue to work with Sperry and Associates developing a tender package for this summer's replacement of the washrooms and dressing rooms at the Stadium.

We had another incident recently where hot ashes were placed in a compost bin. Residents are reminded that the disposal of hot ashes is forbidden by our Solid Waste Bylaw and could result in not only prosecution but also having the resident pay the cost of a new compost bin.

This spring's leaf and yard waste special collection is scheduled to take place from April 24 to May 5. Residents are reminded that they can also place up to 10 clear bags of leaf and yard waste with their compost bin for regular bi-weekly collection year round.

The Stadium continues to be very busy with the Jr. Ramblers, who won the first round of playoffs, now beginning the second round against Pictou County. We also hosted two very successful tournaments, the Mainland Bantam AAA Provincials and the Ron Elliott Memorial Girls Hockey Tournament, while this past weekend we hosted the Provincial Triple Minor Midget Tournament.

Both sets of red stairs at the front of the stadium have been covered with fiberglass step covers. Very positive comments have been received from the public on the safety and appearance of these steps.

The new Sunday family skate, as well as the elementary/junior & senior high skate programs after school have both been a success and will continue for the rest of the season.

On February 3 while repairing a sewer force main from an apartment complex on Longleaf Court a water service lateral was broken. As there was a sewer main and a water service broken in the same trench this incident was treated as a possible cross contamination event. Our crews repaired the service and decontaminated the lines. In our decontamination procedure we cannot reconnect the water service lateral until we have received two negative bacterial sample results twenty four hours apart. The Town provided bottled water to the residents of the four-unit building affected and provided non-potable water from a nearby building connecting a garden hose from one building to another.

During the month of February weather was generally mild with some wide swings in temperature. Work crews only needed to plow and cleanup the downtown area twice during the month.

**MOTION CARRIED**

### 6.4 Police Department Monthly Report

**Moved by Deputy Mayor David March, seconded by Councillor Terry Rhindress to accept the following Police Department Monthly Report:**

#### Request for Proposals - Truck

Our department has requested proposals from all local dealers on a late model truck to be used for Canine Control purposes.

#### Community Officer

Community Officer Cst. Francis Smith partnered with MADD, Pure Energy, Pizza Delight and the YMCA to present programs about Bullying to students of West Highlands School. Each class produced a poster on the subject, which was displayed at Pizza Delight and voted on by the public. Students received prizes such as free swims at the YMCA, pizza party at Pizza Delight, Rocket Pocket radios from Pure Energy, rulers, brochures, posters and pencils.

The Amherst Daily News has taken photos of the posters and forwarded them to the editors of the Bullying web page [www.pulltheplug.com](http://www.pulltheplug.com) in New Glasgow, should they wish to include them in their website.

#### Provincial Training Standards Committee

D/Chief Naylor is the representative of the Nova Scotia Chiefs of Police Association on the Provincial Training Standards committee. He attended a meeting in January and the committee identified the Officer Safety Training requirements for 2006. The training will be provided to all members of the department by the department's Officer Safety trainers, D/Chief Naylor, Sgt. Gairns and Cst. Hunter.

**Major Crime Unit**

The unit has been involved in several investigations resulting in charges under the Criminal Code, CDSA and the Revenue Act.

Charges are pending for local residents in relation to the possession of contraband tobacco products, under the Revenue Act.

James Daniel Lynch of Amherst entered a not guilty plea to charges of aggravated assault, stemming from an incident that occurred in July of 2004 on Church Street. Lynch is scheduled to appear on February 23<sup>rd</sup> to set dates for a Supreme Court hearing.

An adult male from Sydney Nova Scotia appeared in Provincial Court in Amherst entering a guilty plea in relation to a home invasion of a local home in November of 2005. Three other persons are awaiting their appearance in court on the same matter.

**Arbitration**

The arbitration decision settling collective agreement issues between the Town of Amherst and its unionized police officers, Local 104 of the Police Association of Nova Scotia, was rendered yesterday. In his 180 page written decision, arbitrator Milton J. Veniot awarded the officers a 28% pay increase over the six year span of the contract, when compounding is taken into account. By years, those increases break down as follows:

April 1, 2002 – 2%  
 April 1, 2003 – 4.5%  
 April 1, 2004 – 4.5%  
 April 1, 2005 – 4.75%  
 April 1, 2006 – 4.75%  
 April 1, 2007 – 4.75%

These increases would see the base salary of a first-class constable rise from the 2001 level of \$45,872 to \$58,728 on April 1, 2007. The arbitration award also addressed several other outstanding language, operational and financial issues.

**MOTION CARRIED**

**6.5 Fire Department Monthly Report**

**Moved by Councillor Terry Rhindress, seconded by Councillor George Baker to accept the following Fire Department Monthly Report:**

**ALARM RESPONSES:**

From Feb. 17/06 – March 09/06 the members of our Fire Department responded to **eleven** calls in the Town of Amherst and **one** calls to the County coverage area.

**TRAINING AND FIRE DEPT. ACTIVITIES:**

Ten members from our fire department took part in the HazMat training exercise held in Truro on February 25. This was an extremely informative day for those in attendance, which included over 60 people from fire, police, and industry. Three of our Fire Department members have attended a two day course on simulated accident victim makeup. This course taught the participants the proper way to simulate injuries that could be inflicted on a person involved in an accident, such as severe cuts, broken bones that protrude through the skin, etc.

**FIRE PREVENTION and Emergency Preparedness:**

Chief Crossman and other members of the Fire Inspection Division of the Fire Department have attended a four day training course in Halifax, on Part 9 of the National Building Code, which is a requirement for their Fire Inspector Certification. Chief Crossman has been very busy for the last two months attending meetings on Emergency Preparedness. Many of these meetings were with Emergency Health Services, Red Cross, School Board, Provincial Transportation, Social Services, Industry Canada, Churches and other Emergency Measures Coordinators. One of the main topics in these meetings covered planning and preparing for an influenza pandemic, which would affect a large number of people in every area of the Country. Two training exercises have been scheduled for March and April to keep the various agencies in our area current on the use of Trunk Mobile Radio operations.

**MOTION CARRIED**

**6.6 Community and Economic Development Department Report**

**Moved by Councillor Dale Fawthrop, seconded by Councillor Ed Chitty to accept the following Community and Economic Development Department Monthly Report:**

**Volunteer Recognition Program**

April 23<sup>rd</sup> to 29<sup>th</sup> is Provincial Volunteer week. The Town of Amherst, in observance of Provincial Volunteer Week, will host a Volunteer Recognition Ceremony and Reception on **April 25, 2006 commencing at 6:30 PM**. This event will provide the Mayor and Council an opportunity to formally recognize the efforts of volunteers in our community and to make presentations to those who have been nominated by for special recognition by their peers.

**Spring and Summer Bulletin**

Community & Economic Development Department is preparing the 2006“Spring and Summer Community Information Brochure” which will be distributed to Amherst households in early May of this year. Groups and organizations wishing to promote their activity through this bi-annual brochure are reminded to forward their information to Community & Economic Development by March 28th, 2006.

**Amherst Senior Games**

Registrations are now being accepted by the Department of Community & Economic Development for the 2006 Amherst Senior Games to be held May 3 - 12. The Amherst Senior Games are open to all men and women 55 years of age and over residing in Amherst or who are registered members of an Amherst Senior Club. This year, Senior Games activities will consist of cribbage, candlepin bowling, crokinole, darts (singles and mixed), auction 45's, and golf. Activities will be held only if the number registered for an event exceeds the allowable number of participants permitted to advance to the Fundy Senior Games.

The purpose of the Amherst Senior Games is to earn the right to represent our community at the Fundy Senior Games being held June 13<sup>th</sup> and 14<sup>th</sup>. This year, the Fundy Senior Games will be held in Amherst For the Amherst Senior Games, there is no registration fee. Those wishing to participate must register before April 21, 2006.

**Youth Fishing Derby**

Operational Services Department is planning to complete some work at the Pumping Station property in Brookdale which is the site of the Annual Youth Fishing Derby. The Fishing Derby was tentatively scheduled to be held on May 19<sup>th</sup> however, to accommodate the work that is planned at this site, Community and Economic Development has decided to postpone the event.

**Golf Instruction Program**

Here is an opportunity to start your golf season off with a par. The Town of Amherst is once again facilitating a Golf instruction program. This program has continued to be extremely popular and will once again be conducted at that Riverbend Driving Range under the direction of CPGA/APGA Instructor Frank MacShane. As a participant in the program, you will receive one on one training and information to help you in gearing up your swing mechanics for another golfing season. The program is designed for both novices and experienced “want to be pros” and will consist of 3 one hour sessions over a 3 week period commencing May 16<sup>th</sup>. For further information on this program, please contact Dwight Jones at 667-6503.

**MOTION CARRIED**

**7. ADJOURNMENT**

On motion by Councillor Terry Rhindress, the meeting adjourned at 8:55 PM.

**APPROVED:**

.....  
Gregory D. Herrett, CAO

.....  
Jerry Hallee, Mayor

Amherst Town Council Meeting  
Monday, March 27, 2006 at 7:00 PM  
AGENDA

<b>1.</b>	<b>O'CANADA</b>		
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<b>2.</b>	<b>PUBLIC HEARING – St. Charles School</b>		<b>2</b>
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<b>3.</b>	<b>CALL TO ORDER</b>		
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<b>4.</b>	<b>BUSINESS ITEMS</b>		
4.1	Additions to Agenda		
4.2	Approval of Agenda		
4.3	Approval of Minutes, February 27, 2006 Regular Meeting		3
4.4	Lions Park – Playground Equipment		18
4.5	Tabled Items:		
	1) 2 <sup>nd</sup> Reading, Bylaw to Amend Tax Exemption Bylaw		20
	2) InfoRadioCanada		22
4.6	St. Charles School – Divestiture		26
4.7	Stadium		
	1) Timeline & Steering Committee		33
	2) Concept		35
	3) Funding		37
4.8	Requests for Financial Support		
	1) Dart League		38
	2) Jade Noiles		41
	3) CANSA Homecoming Event		43
	4) E B Chandler Junior High School		47
4.9	Deed Transfer Tax Collection		49
4.10	Interim Tax Billing		53
4.11	FCM Partnership – Escalante		54
4.12	Centennial Coach Car		56
4.13	First Reading, Transient Vendors Bylaw		58
4.14	CJSMA		
	1) Release BFI Cell		63
	2) Budget Process – Joint Council Meeting		70
	3) 2006/07 Budget for Approval		72
4.15	CREDA Funding Formula 2006/07		75
4.16	Draft Policy: Planning Advisory Committee		79
4.17	North Town Collector – Design Approval		82
4.18	Brookdale Dam		83
4.19	Volunteer of the Year		84
4.20	Petro Canada, 85 Church Street		85
4.21	2005/06 Capital Budget – Police Vehicle		86

<b>5.</b>	<b>ADDITIONAL ITEMS</b>		

<b>6.</b>	<b>INFORMATION ITEMS</b>		
6.1	Planning and Development Department Monthly Report		87
6.2	Corporate Services Department Monthly Report		88
6.3	Operational Services Department Monthly Report		91
6.4	Police Department Monthly Report		92
6.5	Fire Department Monthly Report		93
6.6	Community & Economic Development Department Monthly Report		94

<b>7.</b>	<b>ADJOURNMENT</b>		
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