

Memorandum of Understanding

Between: Town of Amherst (“Town”)
And: Amherst & Area Chamber of Commerce (“Chamber”)
RE: Gritty to Pretty Program 2022-2023 (“Program”)

Definitions

1. “Business premises” means any building used for a primary purpose other than residential use.
2. “Façade” means the street-facing exterior side of a commercial building.
3. “Program Area” means all business premises located within the Town of Amherst.
4. “Program” means the Gritty to Pretty beautification and streetscaping program.
5. “Chamber” means Amherst & Area Chamber of Commerce.
6. “Town” means the Town of Amherst.

Background

7. The Town of Amherst has successfully applied for financial assistance through the Nova Scotia government’s *Beautification and Streetscaping Program* to partner with a body corporate for the purpose of beautifying a business district with a specific focus on tourism attraction.
8. The Chamber is willing to partner with the Town of Amherst for the purpose of receiving the funding in order to promote and administer the program.

Commitment by the Town

9. The Town will provide funding to the Chamber by way of a grant in an amount up to \$10,000. The Town will provide support to the Chamber through its Business Development Officer, who will advise and consult with the Chamber regarding the program.
10. The Town shall provide and approve a “Gritty to Pretty Program Design Guidelines & Information Package” with all associated supplemental information, forms, and reference documents necessary for the Chamber to properly administer the project.
11. The Town will have the right to audit the records of the Chamber to ensure that the project is managed according to the objectives of the Town.
12. The Town will provide guidelines to the Chamber for the parameters of the project, including the types of businesses that may apply for a grant, the amount that may be applied for, and the type of work that is eligible for a grant. In the event the Town makes any changes to the parameters of the project, the Town agrees to provide the Chamber with reasonable notice in order to implement the changes.

Commitment by the Chamber

13. The Chamber will appoint a program coordinator to administer and manage the project in accordance with the “Gritty to Pretty Program Design Guidelines & Information Package”.
14. The Chamber will take all steps necessary to manage the application process in a timely and comprehensive manner.
15. The Chamber will establish a project review committee made up of three members of the Chamber’s Executive Committee of the Board of Directors. The project review committee will approve projects based on criteria in the “Gritty to Pretty Program Design Guidelines & Information Package”.

16. The Chamber will authorize payments pursuant to the project upon obtaining satisfactory evidence of the completion of the work in accordance with the application submitted.
17. The Chamber will report to the Town on a monthly basis with respect to its progress and administration of the project.
18. The Chamber shall maintain all records, documents, reference material, permits, paid invoices received with respect to the project, and will permit the Town to audit the project in its entirety.
19. The project will provide funding of up to \$5,000 per building for beautification in keeping with the “Gritty to Pretty Design Guidelines & Information Package”, based on matching funds being contributed by the applicant. In-kind contributions or work by contractors with whom the applicant has an interest, as defined by the Municipal Conflict of Interest Act, shall not be eligible for consideration.
20. The Chamber shall maintain sufficient insurance for the purposes of implementing the project, and provide the Town with a certificate of insurance naming the Town of Amherst as an additional named insured.

Values

21. The Town and Chamber agree that the following values will apply to the project:
 - a. Citizen Engagement: The Town and Chamber will take all steps necessary to engage the citizens and business operators of the Town of Amherst to ensure that the project is successfully completed and improves the Town of Amherst as a whole.
 - b. Mutual Respect: The Town and Chamber hold the best interests of the Town of Amherst’s citizens and business operators at the forefront, and will mutually respect the other’s interest in the project.
 - c. Sustainability: The Town and Chamber agree that the project shall be carried out in a manner that represents a more sustainable future for the Town of Amherst.
 - d. Local Opportunities: The Town and Chamber agree to maximize the local benefits of the project undertaken to the extent possible.
 - e. Transparency: The Town and Chamber agree that the use of public funds and decisions concerning the investment thereof should be open and transparent to stakeholders.

General Terms

22. This Memorandum of Understanding shall be adopted by the Town and by the Chamber and shall not be binding until so adopted.
23. The Chamber agrees that it shall adhere to the principals of accountability and transparency as required by the Town as set forward in the Municipal Government Act.
24. This Memorandum of Understanding shall expire on March 31, 2023, or until the program deadline if extended by the Nova Scotia government’s *Beautification and Streetscaping Program*.

In witness whereof, the parties have properly executed this Agreement this _____ day of _____, 2022.

SIGNED, SEALED & DELIVERED)
In the presence of:)

Witness)

Witness)

TOWN OF AMHERST

Per:)

AMHERST & AREA CHAMBER OF COMMERCE

Per:)