

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: March 25, 2024
Time: 6:00 pm
Location: Council Chambers, Town Hall

Members Present Mayor David Kogon
Deputy Mayor Dale Fawthrop
Councillor Charlie Chambers
Councillor George Baker
Councillor Hal Davidson
Councillor Leon Landry
Councillor Lisa Emery

Staff Present Jason MacDonald, Chief Administrative Officer
Aaron Bourgeois, Director, Operations
Andrew Fisher, Director, Planning & Strategic Initiatives
Dwayne Pike, Chief, Police Services
Kim Jones, Director, Corporate Communications
Krista Crossman, Director, HR & Customer Services
Sarah Wilson, Director, Finance
Sharon Bristol, Director, Community Living
Sean Payne, Corporate Communications Officer
Natalie LeBlanc, Municipal Clerk
Cindy Brown, Administrative Assistant

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- 1. CALL TO ORDER**
Mayor Kogon called the meeting to order.
- 2. TERRITORIAL ACKNOWLEDGMENT**
Mayor Kogon gave the Territorial Acknowledgement.
- 3. APPROVAL OF AGENDA/MINUTES**
- 3.1 Approval of the Agenda**
Moved By Councillor Baker
Seconded By Councillor Emery
To approve the agenda as circulated.
Motion Carried
- 3.2 Acceptance of Minutes - February 26, 2024**
Mayor Kogon called for any errors or omissions in the minutes. There being none, the minutes of the February 26, 2024 meeting of Council were accepted as included in the agenda package.
- 4. REQUESTS FOR DECISION**
- 4.1 Citizen Appointment to the Accessibility Advisory Committee**
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Emery
That Council reappoint Justin MacKay to the Accessibility Advisory Committee for a two-year term effective April 1, 2024 to March 31, 2026.
Motion Carried
- 4.2 Citizen Appointments to the Amherst Board of Police Commissioners**
Moved By Councillor Davidson
Seconded By Councillor Baker
That Council reappoint Sandy Fairbanks to the Amherst Board of Police Commissioners for a one-year term effective April 1, 2024 to March 31, 2025, and that Council also reappoint Angela Ryan Bourgeois to the Amherst Board of Police Commissioners for a two-year term effective April 1, 2024 to March 31, 2026.
Motion Carried

- 4.3

Citizen Appointment to the North Tyndal Wellfield Advisory Committee
Moved By Councillor Emery
Seconded By Deputy Mayor Fawthrop
That Council reappoint Keith Thompson to the North Tyndal Wellfield Advisory Committee for a one- year term effective April 1, 2024 to March 31, 2025.

Motion Carried
- 4.4

Citizen Appointment to the Planning Advisory Committee
Moved By Councillor Chambers
Seconded By Councillor Davidson
That Council reappoint Jim Lamplugh to the Planning Advisory Committee for a two-year term effective April 1, 2024 to March 31, 2026.

Motion Carried
- 4.5

Citizen Appointments to the Poverty Reduction Advisory Committee and Inclusion, Diversity and Equity Committee
Moved By Councillor Landry
Seconded By Councillor Chambers
That Council appoint Mason Byer to both the Poverty Reduction Advisory Committee and the Inclusion, Diversity and Equity Committee, and appoint Cynthia Dyke to the Poverty Reduction Advisory Committee for one-year terms effective April 1, 2024 to March 31, 2025.

Motion Carried
- 4.6

Provincial Volunteer Awards Nominations
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Chambers
That Council nominate Terry McManaman as the Amherst Volunteer of the Year, and Kiahna Brenna as the Youth Volunteer of the Year to be recognized at the Nova Scotia Ceremony.

Motion Carried
- 4.7

Basic Income Guarantee Resolution
Moved By Councillor Landry
Seconded By Councillor Davidson
That the Town of Amherst register the October 2022 letter of support for Basic Income Guarantee with Basic Income Nova Scotia to ensure our support is included with the other municipalities.

Motion Carried
- 4.8

12 Havelock Street Lease Renewal
Moved By Councillor Baker
Seconded By Councillor Emery
That Council approve the renewal of a 5-year lease agreement with the owner of 10 Havelock Street to lease a portion of the park space at 12 Havelock Street for purpose of a walkway and a ground sign, and authorize the Mayor and CAO to sign on the Town’s behalf.

Motion Carried

THIS LEASE made this ____ day of _____, 2024 effective as of _____

BETWEEN:

TOWN OF AMHERST, a body corporate,
(herein called the “Lessor”)

OF THE ONE PART

- and –

Kevin Nelson of the County of Cumberland, Province of Nova Scotia
(herein after called the “Lessee”)

OF THE OTHER PART

WITNESSETH THAT:

1. In this Lease,

- (a) The “Lessor’s Lands” means the lands of the Lessor situate at 12 Havelock Street, Amherst, Cumberland County, Province of Nova Scotia (PID No. 25028713);
- (b) “Demised Premises” means the lot of land forming part of the Lessor’s lands known as PD 25028713, 12 Havelock Street, Amherst, County of Cumberland, Nova Scotia, and more particularly shown in Schedule “A” to this Lease;
- (c) “Lessor” means Town of Amherst, a body corporate;
- (d) “Lessee” means Kevin Nelson, owner of 10 Havelock Street, successors, assigns, servants, agents, licensees, workmen, contractors and guests;

DEMISE

- 2. In consideration of the rents hereby reserved and the covenants herein contained, the Lessor hereby leases to the Lessee the Demised Premises, for a term of five (5) years beginning February 1, 2024 and ending January 31, 2029 and upon agreement of both parties renewable for two five-year terms thereafter, for the following purposes:
 - (a) A six (6) foot wide walkway on the Demised Premises from the sidewalk on Ratchford Street to the side of the building located at 10 Havelock Street, the purpose of said walkway being to allow employees and patrons access to the said building.
 - (b) A ground sign in compliance with the Amherst Land Use Bylaw and no greater than eight (8) square feet in area located within ten (10) feet of said walkway to be used for the sole purpose of advertising the business located at 2 Ratchford Street, a tenant of the Lessee.

RENT

- 3. The Lessee shall pay to the Lessor as rent the sum of One Hundred and Twenty-Three Dollars (\$123) per year plus applicable Harmonized Sales Tax, payable yearly in advance from the date upon which the lease term commences.

The rent for any additional five year term shall be adjusted upward (but not downward) in an amount proportionate to the increase, if any, of the value of the Demised Premises as established by the “Consumer Price Index” published by Statistics Canada and compounded annually as appropriate.

LESSOR’S COVENANTS

- 4. The Lessor covenants with the Lessee as follows:
 - (a) The Lessor has good and marketable title to the Demised Premises and full and absolute right to lease the Demised Premises and so long as the Lessee is not in default of any of the terms of this Lease, the Lessee shall have the right to utilize the Demised Premises for employee and customer access to the building located at 10 Havelock Street;
 - (b) The Lessee may terminate this Agreement upon three (3) months’ written notice given by the Lessee to the Lessor, provided however any rent paid in advance to the Lessor shall not be refundable to the Lessee;
 - (c) The Lessee may not sub-lease any portion of the land or sign to another party without written consent of the Lessor. Such consent may cause a change in the amount of rent paid by the Lessee to the Lessor.

LESSEE’S COVENANTS

- 5. The Lessee covenants with the Lessor as follows:
 - (a) The Lessee shall indemnify and save harmless the Lessor from and against all or any actions, claims or demands that may be lawfully brought against the Lessor by reason of anything done by the Lessee, its agents or contractors or anything placed on the Demised Premises by the Lessee its agents or contractors;
 - (b) Upon expiry or earlier termination of this Lease, and within three months thereafter, the Lessee shall remove the walkway and restore the Demised Premises to its original condition.
 - (c) The Lessee will promptly discharge any Mechanics Liens filed against the Demised Premises with respect to work done for the benefit of or at the request of the Lessee, provided that the Lessee may in good faith contest any lien in a court or tribunal having jurisdiction and, further provided that the entry into this Lease by the Lessor shall not constitute a consent by the Lessor under the *Builders’ Lien Act*, R.S.N.S., 1989, c. 277 in respect of Section 8(2) of the *Act*.
 - (d) The Lessee will make good any damage to the Lessor’s Lands resulting from installation of and subsequent maintenance to the Walkway and related equipment.
 - (e) The Lessee will, in its occupancy of the Demised Premises, comply with all laws, regulations and rulings of any government or governmental organization having lawful jurisdiction.

- (f) The Lessee shall not have exclusive rights over the Demised Premises and for further clarity, members of the public utilizing the park located at 12 Havelock Street shall have the right to cross the walkway in their utilization of the said park.
- (g) The Lessee shall not install any obstruction, fence, barrier or other device which will obstruct the full utilization of the park located at 12 Havelock Street.
- (h) The Lessor may terminate this Agreement upon three (3) months’ written notice given by the Lessor to the Lessee.

FOREFEITURE AND RE-ENTRY

- 6. If the Lessee should be in default of any of the terms of this Lease and if the Lessee should fail to cure such default within thirty (30) days after the Lessor gives the Lessee written notice of such default or if the Lessee shall become bankrupt or make a general assignment for the benefit of its creditors, then the Lessor may enter upon the Demised Premises and every part thereof and thence forth this Lease shall be void; provided, however, if the default by the Lessee can only be cured by the performance of labour or the furnishing of materials and if such labour cannot easily be completed or such materials reasonably obtained and utilized within thirty (30) days, such default shall not be deemed to continue if the Lessee proceeds promptly with such work as may be necessary to cure the default and continues diligently to complete the same. The Lessee shall thereupon remove all its fixtures in accordance with Article 5 of this Lease.

ARBITRATION

- 7. Any unresolved disputes between the parties arising out of this Lease shall be resolved by arbitration between the parties by reference to a single arbitrator subject to the provisions of the *Commercial Arbitration Act* of Nova Scotia.

NOTICES

- 8. Any notice in writing which either party may give to the other with regard to any matter or thing in this Lease may be validly given by mailing the same by prepaid registered post addressed, if intended for the Lessor, to:

Town of Amherst
98 Victoria Street
PO Box 516
Amherst NS B4H 4A1

Attention: Jason MacDonald, MCIP, LPP, Chief Administrative Officer

And, if intended for the Lessee, to:

Kevin Nelson
745 Green Road, RR2
Amherst, NS B4H 3X9

SUCCESSORS AND ASSIGNS

- 9. This Lease shall enure to the benefit of and be binding upon the Lessor, their heirs, executors, administrators, successors and assigns, the owners from time to time of the Lessor’s Lands and upon the Lessee and its successors and assigns, the holders from time to time of the Lessee’s leasehold interest in the Demised Premises.

IN WITNESS WHEREOF the Parties have duly executed these presents the day and year first above mentioned.

SIGNED, SEALED AND DELIVERED)
In the presence of:

Witness

Witness

TOWN OF AMHERST
)
) Per: _____
) Mayor David Kogon, MD
)
)
) Per: _____
) CAO Jason MacDonald, MCIP, LPP
)
)
) **KEVIN NELSON**
)
) Per: _____
)

SCHEDULE 'A'



4.9 **Cumberland YMCA Contribution Agreement**
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Emery
That Council approve the contribution agreement with the Cumberland
YMCA, and authorize the CAO and Mayor to sign on the Town’s behalf.

Motion Carried

THIS FUNDING AGREEMENT dated the 1st day of April, 2024.

BETWEEN:

THE TOWN OF AMHERST, and the Municipal Corporation with its head office located at 98 East Victoria Street, Amherst, Nova Scotia (the “Town”)

OF THE FIRST PART

-and-

THE CUMBERLAND YMCA, a Society incorporated pursuant to the Societies Act of Nova Scotia (“the Cumberland YMCA”)

OF THE SECOND PART

WHEREAS the Town has been requested by the Cumberland YMCA to provide financial assistance in order to maintain its level of services to the Community;

AND WHEREAS the parties to this Agreement wish to ensure that the Cumberland YMCA continues to remain financially sustainable;

AND WHEREAS the parties to this agreement wish to set out their respective rights and obligations with respect to the provision of said funding;

IN CONSIDERATION of the premises and the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Effective Date**

1.1 The parties agree to enter into this funding agreement, effective the day of the 1st day of April, 2024, and subject to the terms, conditions and stipulations set forth herein.

2. **Term of Agreement**

- 2.1 Term. Subject to any provisions contained herein, this Agreement shall be in effect from the date set out herein, up to and including March 31, 2029.
- 2.2 End of Funds. Notwithstanding anything in this Agreement, the Town shall not be obligated to provide funds pursuant to this Agreement after March 2029.
- 2.3 The parties shall, no later than October 1, 2028, meet with the purpose of negotiating either an extension to this agreement or a completely new agreement.

3. **Requirements**

3.1 As the basis of this funding is the financial need of the Cumberland YMCA, the Cumberland YMCA undertakes to provide the Town with reports, including but not limited to quarterly statements of revenue and expenditures, an annual report on program and services, strategic, risk management and business plans as they are updated, board meeting minutes on a quarterly basis, annual audited financial statements and other information reasonably requested by the Town from time to time.

- 3.2 The Cumberland YMCA recognizes that the pool is an integral part of its organization and funding and agrees to keep the pool open, operational and utilized to deliver programs to the Community.
- 3.3 The Cumberland YMCA agrees that it will, through its Board of Directors, continue to develop, implement, and revise its strategies, risk management and business plans based on its financial position and assessment of community needs.
- 3.4 The Cumberland YMCA agrees that a member of the Town’s Council shall be a member of the Cumberland YMCA Board of Directors.
- 3.5 The Town shall not be obligated to provide funds pursuant to this Agreement should the Cumberland YMCA become unsustainable, as evidenced by significant program reduction or partial or complete facility closure.

4. Funds

- 4.1 The Town agrees during the term of this Agreement, and subject to the conditions contained herein, to provide to the Cumberland YMCA a contribution to its operational requirements.
- 4.2 The parties agree that the maximum operational funding to be provided to the Cumberland YMCA is \$121,210 annually (subject to CPI indexing described below) payable in four equal installments on April 1, July 1, October 1 and January 1 of each year.
- 4.3 The maximum annual funding shall be adjusted on April 1 of each year during the life of the Agreement by the year over year change in the Consumer Price Index – all items NS calculated at December of the preceding year.

5. Insurance

- 5.1 The Cumberland YMCA shall put in effect and maintain in full force and effect or cause to be put in full force and effect and maintained for the period during which this Agreement is in effect all the necessary property and liability insurance that would be considered appropriate, and further agrees to provide to the Town upon request, written proof of the same.
- 5.2 In no event shall the Town be liable for:
 - (a) Any bodily injury, death or property damages to the Cumberland YMCA, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Cumberland YMCA, its employees, agents or consultant, arising out of or in any way related to this Agreement; nor
 - (b) Any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Cumberland YMCA, its employees, agents or consultants arising out of or in any way related to this Agreement.
- 5.3 The Cumberland YMCA agrees to indemnify and hold harmless the Town, its officers, employees or agents from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, caused by or arising directly or indirectly in any way related to this Agreement.

6. Default and Termination

- 6.1 The Town may declare in writing that an “Event of Default” has occurred if the Cumberland YMCA has not complied with any condition, undertaking or material term in this Agreement. The Town will not declare in writing that an “Event of Default” has occurred unless it has first consulted with the Cumberland YMCA, and requested that the default be rectified within a specified time frame.
- 6.2 The Town may withdraw its notice of an “Event of Default” if the Cumberland YMCA, within the time frame specified by the Town, either corrects the condition or event or demonstrates to the satisfaction of the Town that it has taken such steps as necessary to correct the condition.
- 6.3 If the Town declares that an “Event of Default” has occurred, which has not been satisfactorily addressed by the Cumberland YMCA, it may immediately terminate or suspend its obligations to pay funds under this Agreement. If the Town suspends payment, it may in its sole and absolute discretion pay the suspended funds, at some future time, if the Town is satisfied that the default has been cured.
- 6.4 Should a new community centre be constructed by the Town in conjunction with the YMCA this agreement will be re-negotiated.

7. Inclusion, Diversity and Equity

In all aspects of the professional services outlined in the contract, the YMCA agrees to adhere to the Town of Amherst business and communication acumen which is generally outlined as follows:

We strive to foster a diverse community that values everything that makes us unique including our visible differences, such as race or gender expression, as well as our non-visible differences, such as gender identity and diversity of thought. We are committed to equity, fairness and dignity for all.”

And our vision, mission and guiding principles:”

8. Notice

- 8.1 Any notice, information or document provided for under this Agreement will be effectively given if delivered or sent by letter, postage or other charges prepaid, or by facsimile or email. Any notice that is delivered will

have been received on delivery; and any notice mailed shall be deemed to have been received on the third (3) calendar day following the date upon which it was mailed.

8.2 Notice can be given at the following addresses:

- (a) To the Town:
Chief Administrative Officer
PO Box 516
Amherst, NS
B4H 4A1
- (b) To the Cumberland YMCA:
Executive Director
99 Church Street
Amherst, NS
B4H 3B3

9. **Governing Law**

9.1 This Agreement and the application or interpretation of it shall be governed exclusively by the terms and by the laws of the Province of Nova Scotia.

10. **Time**

10.1 Time shall be of the essence of this Agreement.

11. **Headings**

11.1 The headings appearing throughout this Agreement shall not form part of this Agreement. The parties desire that this Agreement shall be given a broad and liberal interpretation.

12. **Severability**

12.1 Each provision of this Agreement shall be severable. If any provision of this Agreement that is not a fundamental term is found to be or become invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all other terms and conditions will continue to be valid and enforceable.

13. **Waiver**

13.1 The failure of the Town to insist in one or more instances on performance by the Cumberland YMCA of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Town’s right to require further performance of any such terms or conditions, and the obligations of the Cumberland YMCA with respect to such performance shall continue in full force and effect.

14. **No Authority to Represent**

14.1 Nothing in this Agreement is to be construed as authorizing one party to contract for or incur any obligation on behalf of the other to act as agent for the other.

15. **Agreement Binding**

This Agreement shall ensure to the benefit of and be binding on the respective representatives and assigns of each of the parties to it.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the ____ day of _____, 2024.

Jason MacDonald, CAO
Town of Amherst

Witness

David Kogon, Mayor
Town of Amherst

Witness

Trina Clarke, Executive Director
Cumberland YMCA

Witness

Cumberland YMCA Board of Directors

Witness

4.10 **Stadium Canteen Concession Agreement**
Moved By Councillor Chambers
Seconded By Councillor Landry
That Council approve the stadium canteen concession agreement between Dwayne Ripley and the Town of Amherst, and authorize the Mayor and CAO to sign on behalf of the Town.

Motion Carried

Canteen Concession Agreement

THIS AGREEMENT made this _____ day of _____ 2024

BETWEEN:

THE TOWN OF AMHERST (the Town)
and

CURLY’S CANTEEN (the Operator)

WHEREAS; the Town and its assigns grant to the Operator the right to operate the food and drink concession at the Amherst Stadium for a term commencing September 1st 2024 to August 31st 2027 and;

WHEREAS the Operator agrees to pay a rental rate of:

Year 1
\$765.22 per month plus HST from September 1, 2024 to March 31, 2025 and
\$365.22 per month plus HST from April 1, 2025 to August 31, 2025.

Year 2
\$791.30 per month plus HST from September 1, 2025 to March 31, 2026 and \$365.22 per
month plus HST from April 1, 2026 to August 31, 2026.

Year 3
\$817.39 per month plus HST from September 1, 2026 to March 31, 2027 and \$365.22 per
month plus HST from April 1, 2027 to August 31, 2027.

THEREFORE, it is agreed that the Operator shall agree to the terms and conditions of operation as set out in APPENDIX A.

EXECUTED at Amherst this _____ day of _____
2024

TOWN OF AMHERST

Per: _____
Jason MacDonald, CAO

Per: _____
David Kogon, Mayor

Per: _____

Witness

Witness

Dwayne Ripley, Curly’s Canteen

Appendix A

Hours of Operation

- 1. The Operator will operate the primary canteen on the first level of the Amherst Stadium as well as the corner canteen area on the second level of the Amherst Stadium.
- 2. Both canteen locations will be open for all Amherst Jr. A Rambler games.
- 3. The Primary canteen will also be open for all major tournaments and events hosted at the Amherst Stadium. This would include but is not limited to events hosted by Cumberland County Minor Hockey, Amherst Skating Club, and the Town of Amherst.
- 4. The Operator agrees to open the main canteen on Saturday and Sunday to accommodate scheduled stadium user groups and stadium events, and generally during weekday nights during peak hours. The Operator and Facility Manager will work together to develop a mutually agreeable schedule.
- 5. The Operator may have the canteen open during any times that the Stadium is open to the public.

Hospitality

- 6. The Operator agrees that the Town may permit user groups to operate ‘hospitality rooms’ in which free food is provided to families of stadium users, generally during tournaments etc.
- 7. The Operator agrees that the Town may provide ‘free snacks’ to user groups of the stadium in conjunction with events or activities hosted by the Town.
- 8. The Town will provide the operator the first opportunity to provide snacks / food to the public during events hosted at the stadium by the Town.

9. The Town reserves the exclusive right, at their sole discretion, to pay another contractor to provide snacks / food to the public during these events.

Operations

10. The Operator shall be responsible for processing, preparing, storing, and serving all food and beverage items adhering to all federal and provincial regulations.
11. The Operator may sell any food / drink items legally authorized for sale in Canada, subject to any applicable Provincial or Federal regulations, with the exception of alcoholic beverages.
12. For further clarity, concession rights do not include the sale of alcoholic beverages.
13. The Operator shall not use the area of operation, nor shall permit others to use the area of operation, for any other purpose than the purposes of operating the concession to provide food and beverage service to facility users, without prior written approval of the CAO.
14. The Operator shall keep the area of operation clean, clear of waste, paper, garbage, combustible materials, and obstructions, and shall not cause or permit any noises and odors which would constitute a nuisance to emanate from the area of operation.
15. The Operator must furnish all human resources, insurance, WCB, licensing, bonding, small wares, additional equipment, food, beverages and supplies to operate canteen and catering services at the Amherst Stadium. Operator will establish customer accounts with all suppliers.
16. The Operator agrees to obtain and hold an insurance policy of a minimum of \$2,000,000 for the operation.
17. The Operator may install and operate two vending machines within the Stadium at locations to be mutually agreed upon by both parties. Additional vending machines may be approved at the sole discretion of the CAO.
18. The Town expects the Operator to meet or exceed the customer service expectations of the patrons of the facility and maintain good relations with suppliers and stadium staff for the duration of the agreement.
19. The Operator shall be responsible for processing, preparing, storing and servicing all food and beverage items adhering to all federal and provincial regulations.
20. The Operator must provide adequate numbers of employees to efficiently serve the customers. Proponent's personnel must maintain professional demeanor at all times. Employees must be easily identified with proper uniform and nametag; approved by the Town of Amherst. The Operator shall provide adequate and regular training for its employees including, without limitation, instruction on appropriate procedures for handling customers' requests and complaints. The staff shall be trained in food handling and industry sanitation programs to comply with all applicable federal and provincial laws and regulations.
21. The Town of Amherst will provide and maintain the following equipment to the Operator:
- a. (2) Fridges
 - b. (2) Deep Freezers
 - c. (1) Microwave
 - d. (4) Deep Fryers
 - e. (1) Griddle Cook Top
 - f. (1) Fry Warming Station
 - g. (2) Drawer Warmers
 - h. (2) Preparation Tables
 - i. (3) Coffee Urns
 - j. (1) Storage Rack
 - k. (1) Gas Range, Oven and Stove

All other equipment will be provided and maintained by the Operator.

22. Security of the Canteen area is the responsibility of the Operator.
23. In all aspects of the canteen services outlined above, the operator will adhere to the Town of Amherst business and communication acumen which is generally outlined as follows:

We strive to foster a diverse community that values everything that makes us unique including our visible differences, such as race or gender expression, as well as our non-visible differences, such as gender identity and diversity of thought. We are committed to equity, fairness and dignity for all."

And our vision, mission and guiding principles:

VISION	Our vision is to be a healthy, prosperous, inclusive, and environmentally sustainable community in which people of all ages, abilities, and cultures are engaged and proud to live, work and play. See Why We Love It!
MISSION	We provide quality leadership, services, opportunities and resources for the benefit of our citizens, and in support of our growth and development in our community in a fair, equitable and transparent manner.
GUIDING PRINCIPLES	Respect · Integrity · Collaboration · Accountability · Inclusivity · Evidence-based Decision Making · Sustainability

Communications

24. Day to day communications shall be with the Recreation Facilities Manager for the Town of Amherst and the Canteen Manager for the Operator. The Canteen Manager is an employee of the Operator who is authorized by the Operator to oversee the day-to-day operations of the canteen. The Canteen Manager and the Operator may be the same individual.

25. The Recreation Facility Manager and the Canteen Manager together shall meet and inspect the canteen area on the first working day of each month. Such meeting and inspection to include, but not be limited to:
- a. Cleanliness of canteen area
 - b. Mechanical operation of all equipment
 - c. Review of all pertinent permits / documents required
 - d. Scheduling of Stadium events
 - e. Hours of operation of the canteen
26. This meeting / inspection shall provide a scheduled, informal opportunity for both parties to bring any issues / concerns they may have to the attention of the other party.
27. The meeting / inspection shall be documented by the Recreation Facilities Manager, a copy of which will be provided to the Operator and Director of Operations.
28. Any issues / concerns / disputes arising that cannot be resolved between the Recreation Facilities Manager and the Canteen Manager will be brought to the attention of the Director of Operations for the Town of Amherst and the Canteen Operator.
29. Any issues / concerns / disputes arising that cannot be resolved between the Director of Operations and the Canteen Operator will be brought to the attention of the Town of Amherst Chief Administrative Officer. The CAO may utilize any authority conferred by Amherst Town Council and / or the Municipal Government Act to resolve the issue. The CAO may refer the issue to Amherst Town Council for resolution at the CAO's discretion.

Signage

30. The Operator may install signage within the Stadium, the location and design of such to be mutually agreed to by both parties.

Applicable Laws

31. The Operator shall sort solid waste in accordance with the Town's Solid Waste Bylaw.
32. The Operator agrees to obtain and hold any food sales permits and/or food handler's certifications maybe required.

Termination

33. If the Operator refuses or fails to comply with any of the terms and conditions of this agreement, the Town shall have the right, at its sole option, to terminate this agreement forthwith by notice in writing to the Operator.
34. The Operator may terminate this agreement at any time by providing to the Town, in writing, 30 days' notice of the Operator's intention to terminate the agreement.
35. Should a new Community Center be constructed this agreement may be terminated or renegotiated.

Rent

36. Rent is due and payable on the first day of the month.

Assignment

37. The Operator may not assign (sub-contract) any of its rights or obligations without the prior written approval of the CAO for the Town of Amherst.

4.11 Library Lease Agreement
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Chambers
That Council approve the lease agreement between the Cumberland
Regional Library and the Town of Amherst, and authorize the Mayor and
CAO to sign on behalf of the Town.

Motion Carried

THIS LEASE made this ____ day of _____, **2020 2024**

BETWEEN:

THE TOWN OF AMHERST

(Hereinafter referred to as the "Landlord")

- and -

CUMBERLAND REGIONAL LIBRARY

(Hereinafter referred to as the "Tenant")

WITNESSES AS FOLLOWS:

Article 1 - Basic Terms and Definitions

1.1 Basic Terms

- (a) Landlord: Town of Amherst
Address: 98 East Victoria Street, Amherst, Nova Scotia, B4H 1X6
- (b) Tenant: Cumberland Regional Library
Address: Amherst, Nova Scotia
- (c) Building: 21 Acadia Street, Amherst, Nova Scotia
- (d) Leased Premises: 1962 sq. ft. of Dedicated Space together with a shared area equaling 1012 Sq. Ft. of Shared Space (kitchen, corridor and bathrooms).
- (e) Term: Commencement of Term: ~~October 1, 2020~~ April 1, 2024 End of Term: ~~March 31, 2024~~ March 31, 2025. The Tenant may extend the Lease for a further 2 Year Term in accordance with the Renewal Provisions in Section 2.6
- (f) Rent: Base Rent, including operating costs and janitorial services: ~~\$2,548.05~~ \$2,664.44 / month plus HST
- (g) Permitted Use: Administrative offices, education classrooms, Common Area and Shared Space of the Tenant.
- (h) Lease Year: The Lease year runs from April 1st of each year to March 31st of the next year.
- (i) Termination: Either party may terminate the Lease with cause upon ninety (90) days' notice in writing.
- (j) HST: HST shall be paid in addition to Rent.
- (k) Schedules Forming Part of this Lease: Schedule "A" – Plan of Leased Premises

1.2 Definitions

In this Lease, the following terms have the following respective meanings:

- (a) "Building" means the building located at the address set out in Section 1.1(c);
- (b) "Common Areas" means those areas of the Building which serve or are for the benefit of all tenants of the Building and includes the lobby and entrances;
- (c) "Leased Premises" means that portion of the second floor as shown on Schedule "A"
To be occupied by the Tenant including the Shared Space and Dedicated Space;
- (d) "Shared Space" means the area on the second floor of the Building to be shared between the Tenant and CAN-U (or its successors) including the kitchen, the washrooms, plus emergency use of the south end stairwell and the corridor and stairwell by the kitchen, marked as shared on Schedule "A";
- (e) "Dedicated Space" include that part of the second floor west of the CAN-U premises and the washroom as denoted on Schedule "A".

Article 2- Possession and Terms

2.1 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord, the Leased Premises.

2.2 Measurement

The Landlord and Tenant acknowledge that the area of the Leased Premise and the Shared Space are as set out in the Lease are agreed by the parties hereto and that they are not subject to change or amendment.

2.3 Term

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(e) and end on the date set out in Section 1.1(e), unless terminated earlier pursuant to this Lease.

2.4 Delay In Possession

Should the Tenant be delayed by any fault of the Landlord or any other reason (other than the fault of the Tenant) in taking possession of the Premises on the Commencement Date, then an only then shall the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. Such postponement shall be full settlement of any claims the Tenant might have against the Landlord for such delay.

2.5 Over Holding

If, at the expiration of the initial Term or any subsequent renewal or extension, the Tenant shall continue

to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only and may be terminated by either party on one (1) months' notice. Rent and Operating Costs shall be payable as provided herein and the Lease in all other respects shall be as provided herein, so far as applicable, such monthly tenancy.

2.6 Renewal or Extension

The Tenant has the option to renew the Lease for a further two (2) Year Term. The Tenant is obligated to give the Landlord notice in writing on or before the 1st day of February, 2025 of its intention to renew the Lease. Should the Tenant choose to renew this Lease, the Term shall commence on April 1st, 2025 for a term of 2 years, and end on March 31st, 2027.

Article 3- Financial Requirements

3.1 Covenant to Pay

The Tenant covenants to pay the Rent as provided in this Lease. The Rent to be paid by the Tenant to the Landlord hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favor at the time hereof or at any future time.

3.2 Monthly Lease

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, in lawful money of Canada, without any prior demand, as annual Lease, the Rent on the first day of each and every month during the Term.

3.3 Realty Taxes

The Landlord acknowledges that there are no Real Property taxes assessable in regards to the Building.

3.4 Readjustment of Base Rent, Operating Costs and Janitorial

~~Annually, commencing on April 1, 2021, base rent, shall be increased by 1.5%. Should the Tenant choose to exercise their option to extend the Lease for a further two (2) years, base rent, shall be increased by the annual average change in the Consumer Price Index, all-items, for the Province of Nova Scotia for the previous calendar year. Rent adjustments shall be effective April 1, 2025 and April 1, 2026.~~

3.5 Payment Method

The Landlord may, at any time and from time to time, require the Tenant to provide the Landlord either: (a) a series of monthly post-dated cheques, each cheque in the amount of the monthly installment of Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

~~Upon a change in the estimated Operating Costs, the Landlord may require a new series of monthly post-dated cheques or new authorization and documentation if required.~~

3.6 Rent Past Due

If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum calculated monthly at the rate of one and one-half percent (1.5%) from the time such Rent becomes due until paid by the Tenant.

Article 4- Control and Operation of Building

4.1 Building Operation and Repair

The Landlord shall operate, maintain and repair the Building, its heating equipment and other service facilities to the extent required to keep the Building, equipment and facilities in a state of good repair and maintenance. For greater certainty:

- (a) The Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein; and
- (b) The Landlord shall, at its own expense, promptly make all repairs to the Building necessitated by structural defect or weakness in the design or construction thereof, including, without limitation, the roof and roofing, windows, interior concrete slab floors and exterior walls, and the replacement of the elevator and heat pumps provided that any such repairs necessitated as a result of any willful or negligent act or omission of the Tenant, its agents, servants, contractors, employees, or others for whom the Tenant is in law responsible shall be at the cost of the Tenant.

4.2 Water to Air Heat Pump Heating and Air Conditioning

The Landlord shall, subject to the provisions of the Lease, provide sufficient heating and air-conditioning which heating and air conditioning is supplied by water to air heat pumps to maintain a reasonable temperature in the Premises at all times except during the making of repairs, which repairs the Landlord covenants to make with reasonable diligence.

4.3 Tenant Requirements

If the use by the Tenant or the installation of partitions, equipment or fixtures by the Tenant necessitates the re-balancing of the climate control equipment in the Premises, such re-balancing will be performed

by the Landlord at the Tenant's expense, upon demand.

4.4 Tenant's Responsibilities

The Tenant shall maintain the Dedicated Space of the Leased Premises to the same standard as at the commencement of the Lease term, reasonable wear and tear excepted. The Tenant shall be responsible for repairs and maintenance within the Dedicated Space. The Landlord may from time to time carry out required repairs and the cost of these repairs shall be 100% reimbursed by the Tenant to the Landlord within 30 days of the delivery of copies of the invoices for repairs and maintenance completed.

4.5 Use of Common Areas

The Tenant shall have the right of non-exclusive use, in common with others entitled thereto, for their proper and intended purposes, of those portions of the Common Areas intended for the Common use by tenants of the building. At all times, the Tenant, the employee of the Tenant, the students and teacher of the Tenant, and persons lawfully requiring communication with the Tenant, shall have access to the Building and the Leased Premises and use of the elevator only in accordance with the security requirements of the Landlord. The Common Areas shall at times be subject to the exclusive management and control of the Landlord. The Landlord reserves the right from time to time, to make changes to the building as the Landlord shall from time to time determine, subject to the obligations of the Landlord to the Tenant, and subject to the requirements of the Tenant as agreed herein. **and subject to adjustment of the Tenant's pro-rated share of Operating Costs.**

4.6 Use of Shared Space

That Tenant's staff shall share space on the same floor as the Leased Premises as shown on Schedule "A" hereof with the staff of CAN-U (or its successor tenant). This Shared Space is the second-floor washrooms, the hallway adjacent to the kitchen, janitorial closet, washrooms, the elevator and the stairway beside the kitchen.

4.7 Janitorial Services

Janitorial Services are included in the Rent.

Article 5- Use of Premises

5.1 Use of Premises

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1(g) and for no other purpose.

5.2 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Leased Premises or the use or occupation thereof, including, without limitation, police, fire and health regulators and any requirements of the fire insurance underwriter.

5.3 Waste and Nuisance

The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises or permit or suffer any overloading of the floors, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose.

Article 6 - Maintenance, Repairs and Alteration of the Premises

6.1 Maintenance and Repair of Premises

The Landlord shall maintain and keep in good condition and substantial repair, order and condition the Shared Space and Common Areas. All repairs shall be in all respects equal in quality and workmanship to the original work and materials in the Premises, and shall meet the requirements of all authorities having jurisdiction, as well as the insurance underwriters.

6.2 Inspection and Entry

The Landlord, its servants and agents shall be entitled to enter on the Leased Premises at any time on reasonable notice for the purpose of making repairs and shall work with the Tenant to accommodate the Tenant's use of the Leased Premises. The Landlord, its servants or agents may at any time from time to time on a reasonable prior notice (and without notice in the event of an emergency) enter the Leased Premises to remove and article or remedy and condition which, in the opinion of the Landlord, would be likely to lead to the cancellation of any policy of insurance. The Landlord, its servants and agents shall take responsible precautions and attempt to schedule the work so as not to unreasonably interfere with the operation of the Tenant's business, teaching or study, and so as to minimize interference with the Tenant's use and enjoyment of the Premises.

6.3 Repair Where the Tenant at Fault

If the Building, including the Premises, the elevators, controls, pipes and other apparatus (or any of them) used for the purpose of heating, ventilation or air-conditioning or operating the elevators, or if the pipes, electric lighting or other equipment of the building are put in a state of disrepair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees, or others for whom the Tenant is in law responsible to, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant, who shall pay the same

to the Landlord forthwith on presentation of the invoices for the repair costs.

6.4 Signs

The Landlord shall permit the Tenant to install signs within the Leased Premises, related Common Areas, and public areas and in a visible location to be mutually agreed upon, between the parties hereto, to the building exterior. The size, shape, style and colors of the signs in the Shared Space, Common Areas or the exterior of the building, are subject to the approval of the Landlord acting reasonably.

6.5 Surrender of Premises

At the expiration or earlier termination of this Lease or the renewal as the case may be, the Tenant shall peaceably surrender and give up unto the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term.

Article 7 - Insurance and Indemnification

7.1 Indemnity by Tenant

The Tenant shall indemnify the Landlord and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by the Tenant of the Leased Premises or any part thereof, or due to or arising out of any breach by the Tenant of this Lease; provided however, that nothing herein contained shall constitute an indemnity by the Tenant for the willful and negligent acts of the Landlord, its servants, agents, employees, contractors, and others for whom the Landlord is responsible at law.

7.2 Tenant's Insurance

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (a) such insurance as the Tenant deems appropriate for the personal property in the Building owned by the Tenant;
- (b) general liability insurance coverage for the Premises and the Shared Areas. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or clam of not less than two million dollars (\$2,000,000) and proof of such insurance to be supplied with the signed Lease.

Article 8 -Assignment and Subletting

8.1 Assignment, Subletting

The Tenant shall not affect any Assignment, Transfer or Sublet without the prior written consent of the Landlord. Any Transferee may only use the Leased Premises for the uses permitted herein. No consent or other dealing shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Rent and Operating Costs from the Transferee, Assignee, or Subtenant, and apply the net amount collected to the Rent hereunder. However, no such Transfer or collection from or acceptance of the Transferee as Tenant shall be deemed a waiver of this covenant.

8.2 No Advertising

The Tenant shall not advertise that the Premises or any part thereof is available for assignment or sublease or occupancy, and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord.

Article 9 - Quiet Enjoyment

- 9.1** The Tenant, on paying the Rent hereby reserved, and performing and observing the covenants and provisions herein contained on it part to be performed and observed, shall peaceably enjoy the Leased Premises for the Term.

Article 10 - Destruction or Damage to Building

- 10.1** During the Term, if and when the Building is destroyed or damaged by fire, lightning, or other perils, including malicious damage, or by a natural catastrophe or by any other casualty, the following provisions shall apply:

- (a) if the damage or destruction is such that the Building is rendered unfit for occupancy or it is impossible or unsafe to use and occupy it, and if, in either event, the damage, in the sole opinion of the Landlord, notice of which is to be given to the Tenant in writing within thirty (30) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within one hundred and eighty (180) days after the happening of such damage or destruction, or if thirty percent (30%) or more of the Rentable Area of the Building is damaged or destroyed, the Landlord may terminate this Lease by giving notice in writing to the Tenant. Should the Landlord terminate this Lease as hereinbefore provided, the Term demised shall cease and be at an end as of the date of such termination (or at the date of such destruction or damage if the Premises could not be used as a result), and the rents and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to such date;
- (b) in the event that the Landlord does not so terminate this Lease under Section 10.2(a), or in the event of lesser damage, the Landlord shall, at its expense, repair the building to base building standards, and

the Rent shall abate from the date of the happening of such damage or destruction until thirty (30) days after the Landlord has completed such repairs.

- (c) In performing any reconstruction or repair, the Landlord may effect changes in the building and its equipment and systems and minor changes in the location or area of the Premises; and
- (d) Notwithstanding anything else herein contained, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Building or the Premises or are not payable to or received by the Landlord, the Landlord may terminate this Lease on notice to the Tenant.

10.2 - Fitness for Occupancy

In the event of a dispute to the fitness for occupancy or as to the suitability of the Building and the Premises for the Tenant's business, the matter shall be submitted to an arbitrator in accordance with Article 12.4

Article 11 - Default

The following constitutes an Event of Default under this Lease:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, the Landlord may remove all persons and property from the Premises and store such property in such manner as the Landlord sees fit without notice to the Tenant;
- (b) to enter the Premises as agent of the Tenant and to re-let the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefore, and as agent of the Tenant, to take possession of any property of the Tenant on the Premises, to store such property of the Tenant at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant, and to make alterations to the Premises to facilitate its re-letting. The Landlord shall apply the proceeds of any such sale or re-letting first, to the payment of any expenses incurred by the Landlord with respect to any such re-letting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable; provided that the Tenant shall remain liable to the Landlord for any deficiency;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease. The Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default, and the Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- (d) the recovery from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' installment of Rent, all of which shall accrue on a day-to-day basis and shall immediately become due and payable as accelerated rent.

11.1 Distress

Notwithstanding any provision of this Lease or any provision of applicable legislation, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent arrears.

11.2 Costs

The Tenant shall pay to the all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

11.3 Remedies Cumulative

Notwithstanding any other provision of the Lease, the Landlord may from time-to-time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

Article 12 - General

12.1 Force Majeure

Notwithstanding any other provision contained in this Lease, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 12.2 shall not, under any circumstances, operate to excuse the Tenant from prompt payment of Rent and other charges payable under this Lease.

12.2 Effect of Waiver or Forbearance

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations in this Lease shall be or be deemed to be waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent.

12.3 Notices

Any notice required or contemplated by any provision of this Lease shall be given in writing and addressed, in the case of the Landlord, to it at the address noted in Section 1.1(a) and in the case of the Tenant, to it at the address noted in Section 1.1(b), and delivered or sent by facsimile or by prepaid courier or by registered mail, postage prepaid, return receipt requested. The time of receipt of such notice, if mailed, shall be conclusively deemed to be the third business day after the day of such mailing unless regular mail service is interrupted by strikes or other irregularities. Such notice, if delivered or sent by facsimile, shall be conclusively deemed to have been received at the time of such delivery or the time of sending by facsimile.

12.4 Arbitration

Any disputes concerning the Interpretation or application of this agreement, including but not limited to the calculation of Operating Costs, shall be settled by the arbitration, of a single arbitrator appointed jointly by the Chief Administrative Officers of the parties hereto. If the parties are unable to agree on a single arbitrator, then either party may apply to a judge of the Supreme Court of Nova Scotia for the appointment of an arbitrator. The arbitrator so appointed, shall carry out such inquires and hold such hearings that he/she deems appropriate. The cost of the arbitrator shall be paid equally by the parties hereto. No costs shall be awarded by the arbitrator. The provisions of the Commercial Arbitration Act of Nova Scotia shall apply to any arbitration pursuant to the terms of this agreement.

12.5 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relation to this Lease, save as expressly set out or incorporated by reference herein. This Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

12.6 Time of the Essence

Time shall be of the essence of this Lease and every party thereof:

12.7 Successors and Assigns

All rights, advantages, privileges, immunities, powers and things hereby secured to the Landlord and to the Tenant shall be secured to and exercisable by their successors and permitted assigns, as the case may be, and all covenants, liabilities and obligations entered into or imposed hereunder upon the Landlord and the Tenant shall be equally binding upon their successors and permitted assigns, as the case may be.

Signed Sealed and Delivered)
in the presence of:

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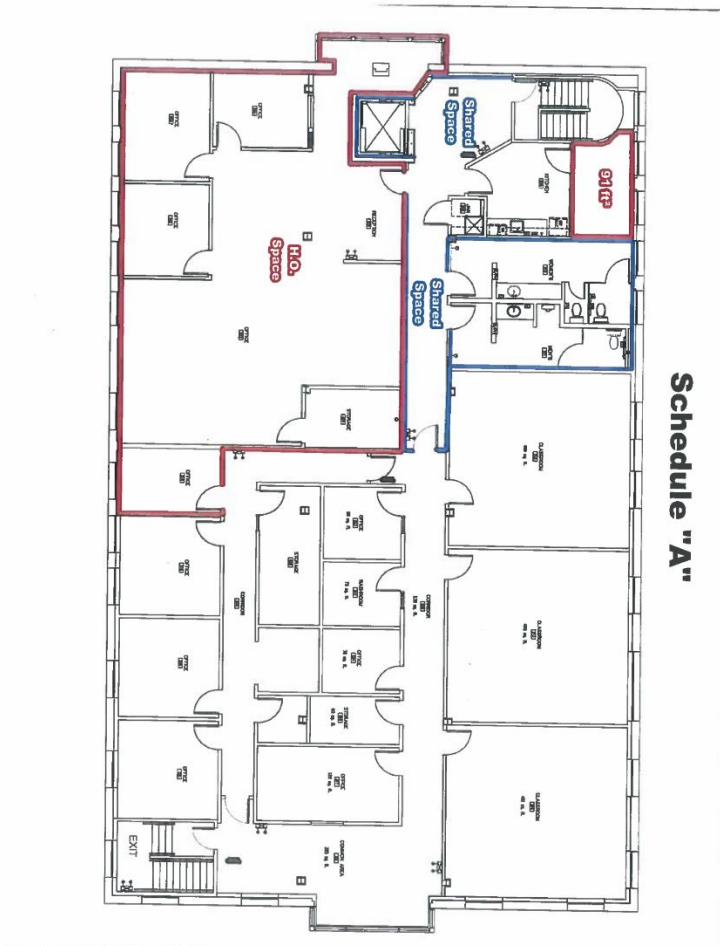
TOWN OF AMHERST:
Per:

Dated: _____

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CUMBERLAND REGIONAL LIBRARY:
Per:

Dated: _____



4.12 **Street Inspection and Maintenance Policy Amendments**
Moved By Councillor Emery
Seconded By Councillor Landry
That Council approve the amendments to the Street Inspection and Maintenance Policy (31600-10).

Motion Carried

TITLE:	STREET INSPECTION AND MAINTNEANCE POLICY
SECTION:	ENGINEERING & PUBLIC WORKS
POLICY NO:	31600-10

APPROVAL DATE:

CAO Signature: _____

PURPOSE

- The purpose of this policy is:
- To provide direction to staff involved in the inspection and maintenance of the Town of Amherst’s public streets.
 - To provide a system for street inspection to effectively assess and document maintenance priorities; and
 - To maximize public safety while maintaining fiscal responsibility.

POLICY STATEMENT

Complete Town-wide Street inspections will be performed and completed as outlined below. An inventory of all streets will be maintained by the Town’s Operational Services Department which will include a history of inspections and maintenance information.

1. Road Surface Inspection

The condition of the road surface, including the curb, shoulder and median will be inspected on a routine basis using the following schedule:

- Arterial streets shall be inspected quarterly; once a month from May 1 to December 1;
- Collector streets shall be inspected twice per year; once every two months from May 1 to December 1;
- Local streets shall be inspected twice annually.
- Site specific inspections shall be undertaken following a customer request or complaint, a staff reported deficiency, or in response to a claim for damages.
- Between December 1 and May 1 all streets will be inspected at the discretion of the Operations Manager or Transportation Foreman depending on public concerns, availability of work crews, and other public works priorities.

2. Street & Traffic Signs Inspection

The condition of street signs and traffic signs will be inspected twice annually, in the spring and again in the fall.

An inspection for tree branches and other obstructions interfering with the visibility of signs will be carried out and completed at the earliest date possible after the new spring foliage has appeared.

3. Pavement Marking Inspection

Pavement markings will be inspected by October 1st each year to allow secondary pavement markings to be completed as necessary.

STREET MAINTENANCE

Upon completion of the inspections, the **Operations Manager or Transportation Public Works** Foreman will update the maintenance and repair schedule. The amount of work to be completed will be governed by the availability of funds in the current operating budget and the availability of work crews.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Operations	Responsible for ensuring that the policy is reviewed regularly for relevancy.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Housekeeping amendments, frequency of inspections, and new policy template	Director of Operations, Bourgeois	Council	

MINUTES REFERENCE DATE

June 27, 2005

4.13

Sidewalk Inspection and Maintenance Policy Amendments
Moved By Councillor Landry
Seconded By Councillor Chambers
That Council approve the amendments to the Sidewalk Inspection and Maintenance Policy (31600-11).

Motion Carried

TITLE:	SIDEWALK INSPECTION AND MAINTEANCE POLICY
SECTION:	ENGINEERING & PUBLIC WORKS
POLICY NO:	31600-11

APPROVAL DATE: CAO Signature: _____

PURPOSE

The purpose of this policy is:

- To provide direction to staff involved in the maintenance of the Town of Amherst’s public sidewalks **and trails**;
- To provide a system for sidewalk inspection to effectively assess and document maintenance priorities; and
- To maximize public safety while maintaining fiscal responsibility.

POLICY STATEMENT

1. Sidewalk Inspection

A complete town wide sidewalk survey will be performed annually. An inventory of all sidewalks will be maintained by the Town’s Operational Services Department which will include a history of inspections and maintenance information.

Site specific inspections shall be undertaken following a customer request or complaint, a staff reported deficiency, or in response to a claim for damages.

2. Replacement and Repair

Upon completion of the initial sidewalk survey, the **Operations Manager or Transportation Public Works** Foreman will establish a replacement and repair schedule. The sidewalk replacement and repair schedule will prioritize the sidewalks identified as needing to be replaced or repaired in the initial sidewalk survey. The amount of replacement and repair work to be completed will be governed by the availability of funds in the current operating budget and the availability of work crews.

Any sidewalk maintenance or replacement will be prioritized based on the estimated amount of pedestrian traffic and public safety.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Operations	Responsible for ensuring that the policy is reviewed regularly for relevancy.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Housekeeping amendments and new policy template	Director of Operations, Bourgeois	Council	

MINUTES REFERENCE DATE

June 27, 2005

4.14

Tree Planting on Town Owned Land Policy Amendments
Moved By Councillor Chambers
Seconded By Councillor Emery
That Council approve the amendments to the Tree Planting on Town Lands Policy (64000-01).

Motion Carried

TITLE:	TREE PLANTING ON TOWN OWNED PROPERTY POLICY
SECTION:	PARKS MANAGEMENT
POLICY NO:	64000-01

ATE: CAO Signature: _____

PURPOSE
The purpose of this policy is to set a standard for planting trees by individuals or community groups on all Town owned or leased properties.

POLICY STATEMENT
Planting of new tree/s will be as follows:

- Community groups or individuals wishing to plant tree(s) on Town lands must make a request in writing to the Recreation Director Director of Operations. This request must indicate purpose of planting, species of tree and location. (See Schedule A - REQUEST FORM.)
- Tree(s) shall should be a caliber caliber not less than 40mm (1.5 inches) in diameter, and not less than 2.5 meters (8 feet) in height. Trees of a smaller diameter or height will be considered on a case-by-case basis.
- The Director of Operations must approve the final location of the tree(s) to be planted. Some locations may not be suitable for trees given the existing or potentially planned use of public spaces by the Town.
- Trees may be removed at the sole discretion of the Town at any time.
- Tree/s must meet Nova Scotia Power Tree Zones for power lines:” Right Tree, Right Place”.
- Trees shall be No.1 grade in accordance with the Canadian Standards for Nursery Stock.
- Trees are to be planted no closer than 3 meters from utility polls poles, water shutoffs, sewer laterals, or under-ground underground utilities and no closer than 5 meters from a fire hydrant.
- Community groups or individuals wanting to have members of Council present at planting ceremonies, must contact the Executive Office Clerk’s Office (Town Hall) for scheduling.
- The Recreation Operations Department will, if requested in writing, purchase suitable trees on behalf of community groups or individuals on full cost recovery basis.

SCHEDULE A – REQUEST FORM

NAME OF ORGANIZATION OR INDIVIDUAL: _____

PURPOSE OF TREE PLANTING: _____

LOCATION REQUESTED: _____

TYPE OF TREE(S) REQUESTED: _____

Must meet Nova Scotia Power’s “Right Tree, Right Place” requirements. <http://www.nspower.ca/en/home/for-my-home/tree-trimming-and-removal/tree-planting.aspx>
<https://www.nspower.ca/customer-service/treetrimming>

REQUEST RECREATION DEPARTMENT PURCHASE SUITABLE TREE(S) ON FULL COST RECOVERY BASIS:
YES ☐ NO ☐

REQUEST MEMBERS OF COUNCIL ATTEND PLANTING CEREMONY: YES ☐ NO ☐

DATE AND TIME OF PLANTING CEREMONY (if applicable): _____

SIGNATURE: _____ DATE: _____

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Operations	Responsible for ensuring that the policy is reviewed regularly for relevancy .

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Housekeeping amendments and new policy template	Director of Operations, Bourgeois	Council	

MINUTES REFERENCE DATE

June 26, 2006 June 22, 2015

4.15 Water and General Capital Budget
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Davidson
That Council approve the Town of Amherst General Capital Budget for the 2024-25 fiscal year as presented in the amount of \$4,468,450, with the addition of a Virtual Firearms Training Platform in the amount of \$250,000 to be fully funded by a grant from the Nova Scotia Department of Justice, and the Amherst Water Utility Capital Budget for the 2024-25 fiscal year in the amount of \$465,600 to be funded as follows:

Town of Amherst - General Capital		Amherst Water Utility	
Capital from Revenue	\$ 1,074,100	Capital from Revenue	\$ 40,000
Capital Reserve	394,172	Water Depreciation	375,800
Operating Reserve	709,000	Grants - Federal/Provincial	49,800
Canada Community Building Fund (formerly Gas Tax Fund)	752,000		<u>\$ 465,600</u>
Sustainable Services Growth Fund	800,000		
Grants - Federal/Provincial	739,178		
	<u>\$ 4,468,450</u>		

And further, that Council approve in principle the subsequent four years' Capital Budget plans as presented:

Fiscal Year	General Capital Total Amount	Water Capital Total Amount
2025-2026	\$ 5,284,000	\$ 554,000
2026-2027	\$ 4,951,000	\$ 351,000
2027-2028	\$ 3,450,000	\$ 926,000
2028-2029	\$ 3,851,000	\$ 766,000

To be clear, the second part of this motion contemplates the approval of the amounts for the years 2025-2026 to 2028-2029 for planning purposes only; this is not the authority to spend, nor is it necessarily the final and complete listing.

Motion Carried

5. INFORMATION ITEM

5.1 Stadium Netting

Information item at this time.

6. INTERNAL COMMITTEE REPORTS

6.1 Planning Advisory Committee - Chambers

Information item only; no direction given or action required.

6.2 Amherst Board of Police Commissioners - Davidson

Information item only; no direction given or action required.

6.3 Audit Committee - Emery

Information item only; no direction given or action required.

6.4 Inclusion Diversity and Equity Committee - Davidson

Information item only; no direction given or action required.

6.5 Poverty Reduction Advisory Committee - Landry

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Landry

That Council direct the CAO to have staff do a report regarding a tax credit that considers time spent doing volunteer work as a donation, as this could encourage volunteerism.

Motion Carried

7. EXTERNAL COMMITTEE REPORTS

7.1 Cumberland Public Libraries - Fawthrop

Information item only; no direction given or action required.

7.2 Cumberland YMCA - Fawthrop

Information item only; no direction given or action required.

7.3 Northern Region Solid Waste - Baker

Information item only; no direction given or action required.

7.4 L. A. Animal Shelter - Fawthrop

Information item only; no direction given or action required.

8. ADJOURNMENT

There being no further business, Mayor Kogon adjourned the meeting.

Natalie LeBlanc
Municipal Clerk

David Kogon, MD
Mayor