

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: March 28, 2022
Time: 6:00 pm
Location: Council Chambers, Town Hall

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

Staff Present
 Jason MacDonald, Chief Administrative Officer
 Dwayne Pike, Police Chief
 Greg Jones, Director of Fire Services
 Aaron Bourgeois, Director of Operations
 Andrew Fisher, Director of Planning & Strategic Initiatives
 Kim Jones, Director of Corporate Communications and
 Community Well Being / Municipal Clerk
 Sarah Wilson, Senior Accountant/Acting Treasurer
 Tom McCoag, Corporate Communications Officer
 Natalie LeBlanc, Deputy Clerk

1. CALL TO ORDER

Mayor Kogon called the meeting to order at 6:00 p.m.

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

3. APPROVAL OF AGENDA/MINUTES

3.1 Approval of the Agenda

Moved By Deputy Mayor Christie

Seconded By Councillor Landry

To approve the agenda as circulated.

Motion Carried

3.2 Approval of Minutes

3.2.1 February 28, 2022 Regular Council

Moved By Councillor Baker

Seconded By Councillor Fawthrop

To approve the minutes of the February 28, 2022 regular meeting of Council as circulated.

Motion Carried

3.2.2 March 4, 2022 Special Council

Moved By Councillor Emery

Seconded By Councillor Davidson

That the minutes of the March 4, 2022 special meeting of Council be approved as circulated.

Motion Carried

4. REQUESTS FOR DECISION**4.1 Volunteer of the Year Awards****Moved By Deputy Mayor Christie****Seconded By Councillor Baker****That Paul Calder's name be submitted as the Town of Amherst Volunteer of the Year to be recognized at the Provincial Volunteer Awards Ceremony.****Motion Carried****Moved By Councillor Fawthrop****Seconded By Councillor Davidson****That staff be directed to write to those who nominated volunteers, thanking them for their nominations.****Motion Carried****4.2 Planning Advisory Committee Citizen Appointments****Moved By Councillor Landry****Seconded By Deputy Mayor Christie****That Council appoint Larry Pardy and Creighton McCarthy to the Planning Advisory Committee for one year terms ending March 31, 2023.****Motion Carried****4.3 Amherst Board of Police Commissioners Citizen Appointments****Moved By Councillor Davidson****Seconded By Councillor Emery****That Council appoint Lloyd Bruce for a one year term, and Holly MacDonald for a two-year term to the Amherst Board of Police Commissioners ending March 31, 2023 and March 31, 2024 respectively.****Motion Carried****4.4 Council Resolution - GFL Export Exemptions****Moved By Councillor Baker****Seconded By Councillor Emery****That Council authorize the exportation or removal of solid waste material generated within the Town of Amherst outside the boundaries of Cumberland County by GFL Environmental Inc. effective February 1, 2022 pursuant to articles 18 and 19 of the Solid Waste Bylaw.****Motion Carried****4.5 Setting of the Mandatory Provincial Contribution Rate****Moved By Councillor Fawthrop****Seconded By Deputy Mayor Christie****That the setting of the Mandatory Provincial Contribution Area Rate at \$0.402 for the 2022-23 fiscal year be approved.****Motion Carried****4.6 CANU Lease Agreement****Moved By Councillor Emery****Seconded By Councillor Davidson****That Council approve the lease agreement between CANU 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 _____, 2022

BETWEEN:

THE TOWN OF AMHERST

(Hereinafter referred to as the "Landlord")

- and -

CUMBERLAND ADULT NETWORK FOR UPGRADING

(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 Adult Network for Upgrading (CANU)
Address: Amherst, Nova Scotia
- (c) Building: 21 Acadia Street, Amherst, Nova Scotia
- (d) Premises: 2nd Floor, (approx.. 2847 of floor area), 21 Acadia Street, Amherst, NS
- (e) Leased Premises: 2444 sq. ft. of Dedicated Space together with an area to be shared with Cumberland Regional Library Board equalling 1072 Sq. Ft. of Shared Space. The Tenant shall pay 100% of the Rent and Operating Costs of the Dedicated Space and 37.6% of the Rent and Operating Costs of the Shared Space (403 sq. ft.). The Landlord and Tenant covenant that the calculated Tenant's share of the Operating Costs of the Building is 21.3% and which percentage shall not be subject to arbitration. The Landlord's estimation of the Tenant's share of Operating costs is attached hereto as Schedule "C".
- (f) Term The Lease term is five years. The Tenant may extend the Lease for a further Five Year Term in accordance with the Renewal Provisions in Section 2.6

Commencement Date: January 1, 2022

End of Term: December 31, 2026

(g) Rent:

<u>Period</u>	<u>Per Sq.Ft./Year</u>	<u>Per Year</u>	<u>Per Month</u>
Jan 1/22 – Dec 31/26	\$6.00	\$17,082.00	\$1,423.50

- (h) Permitted Use: Administrative offices, education classrooms, Common Area and Shared Space of the Tenant.
- (i) Lease Year: The Lease Year runs from January 1st of each year to December 31st of the same year.
- (j) Termination - Either party may terminate the Lease with cause upon ninety (90) days' notice in writing.
- (k) HST: HST shall be paid in addition to Rent and Operating Costs.
- (l) Schedules Forming Part of this Lease:

Schedule "A" – Leased Space Calculation and Operating Budget Costs

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(d)
- (b) "Shared Space" 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) "Lands" means the land on which the Building is located;

- (d) "Operating Costs" means the total of all costs and expenses attributable to the maintenance, repair, and operation of the building and Leased Premises including, without limiting the generality of the foregoing:
- (i) 100% of all costs for maintenance and repairs to the Dedicated Space including painting, drywall, flooring, ceilings, glazing, electrical and data fixtures and outlets, doors and hardware;
 - (ii) 37.6% of the costs for maintenance and repair of the Shared Space including painting, drywall, flooring, ceilings, glazing, electrical and outlets, doors and hardware, and of the costs of the maintenance contracts for the elevator and heat pumps for the second floor of the Building;
 - (iii) 21.3% (calculated per Schedule "A") of the costs of electric power, water, sewer, solid waste removal, parking lot snow removal, security system, and of the costs of the contracts for the elevator and heat pumps for the second floor of the Building; the cost of maintaining and repairing all equipment and materials used in connection with any of the foregoing and including all costs incurred by the landlord in maintaining insurance with respect to the Lands and Building.
- (e) "Leased Premises" means that portion of the Building to be occupied by the Tenant including the Shared Space and Dedicated Space;
- (f) "Dedicated Space" include that part of the second floor east of the Cumberland Regional Library premises and the men's washroom including 3 classrooms, 3 offices, storage area, washroom and common area together with adjacent corridors; and
- (g) "Shared Space" means the area on the second floor of the Building to be shared between the Tenant and the Cumberland Regional Library Board (or it's successors) including the washrooms, janitorial closet and the corridor and stairwell by the kitchen.

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 and that the percentage of Operating Costs payable by the Tenant 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(f) and end on the date set out in Section 1.1(f), 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 and 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 one further Five (5) Year Term with terms identical to this Lease. The Tenant is obligated to give the Landlord notice in writing on or before the 1st day of October, 2026 of its intention to renew the Lease. Should the Tenant choose to renew this Lease, the Term shall commence on January 1st, 2027 for a term of five years, and end on December 31st, 2031.

2.7 Right To Terminate

At any time during the Term or any renewal thereof, either the Landlord or the Tenant may terminate this lease upon written notice to the other party without obligation or liability. Such termination notice shall be given at least twelve (12) months prior to the effective date of termination. On the effective date, the Tenant shall deliver up vacant possession of the Premises in accordance with its obligations under this lease

Article 3 – Financial Requirements

3.1 Covenant to Pay

The Tenant covenants to pay the Rent and Operating Costs as provided in this Lease. The Rent and Operating Costs 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 favour at the time hereof or at any future time.

3.2 Rent

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 Rent, the annual sum(s) set out in Section 1.1(g) in equal monthly installments in advance in the amounts set out in Section 1.1(g), on the first day of each and every month during the Term.

3.3 Operating Costs in Monthly Installments

In addition to the Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term, pay to the Landlord, in lawful money of Canada, the Tenant's Proportionate Share of the Operating Costs of the building concurrently with the payment of Rent.

3.4 Realty Taxes

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

3.5 Payment

Prior to commencement of each Lease Term, the Landlord shall estimate the amount of the annual Operating Costs for the facility and notify the Tenant in writing of such estimate, providing reasonable details as to the breakdown and calculation thereof. The amount so estimated shall be payable in equal monthly installments in advance on the first of each and every month over the Lease Term such that the Landlord will have in its hand an amount sufficient to pay each installment. At the end of each Lease Term, the Landlord shall re-estimate the amounts payable for the next Lease Term,. In the event of a change, the Tenant shall pay in accordance with such estimates. The Tenant acknowledges that the estimated Operating Costs for the initial Lease Term is as set out in Schedule "B" annexed hereto.

3.6 Readjustment of Operating Costs

Upon receiving formal notification from the tenant of their intention to renew the lease (Clause 2.6 , the Landlord shall project the Operating Costs for the next 5 years of the Lease, and shall so notify the Tenant, providing reasonable details as to the breakdown and calculation. The landlord may also adjust the Base Lease costs to reflect current market conditions in the Town of Amherst and notify the tenant accordingly.

3.7 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 and estimated Operating Costs; 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.

3.8 Rent Past Due

If the Tenant fails to pay any Rent or Operating costs 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 wilful 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, 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 and students shall share space on the same floor as the Leased Premises as shown on Schedule "A" hereof with the staff of the Cumberland Regional Library (or its successor tenant). This Shared Space is the kitchen, the second floor washrooms, the hallway adjacent to the kitchen, janitorial closet, washrooms, the elevator and the stairway beside the kitchen. The Tenant shall be responsible to provide the paper towels, toilet paper and hand soap for the shared washrooms.

4.7 Janitorial Services

The Tenant shall provide janitorial services for the Dedicated Leased Premises at its own expense.

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(h) 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 colours 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 wilful 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

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

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 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,

CANU Lease Space Calculation

Basic Space		
3 Classrooms and Corridor		1685 SF
Offices		464 SF
Common Area		<u>295 SF</u>
		2444 SF
Shared Space		
Washrooms, staffroom, corridor		1003 SF
Elevator		<u>69 SF</u>
		1072 SF
Basic Space		2444 SF
Shared Space		<u>403SF</u> 1072SF x 37.6%
Leased Premises	=	2847 SF

Schedule "B"Calculation of CANU Share of Operating Costs

First Floor Gross Floor Area	6850SF
Second Floor Gross Floor Area	6500SF
Total Gross Floor Area of Building	13350SF
CANU Floor Area	2444SF = 37.6% of 2 nd floor
CANU Share of total Floor Area	2847/13350 = 21.3%

Projected Operating Cost from Building based on 2020 actuals

Electric	\$ 30,460.00
Snow Removal	\$ 1,100.00
Solid Waste Pick up	\$ 1,800.00
Insurance	\$ 3,198.00
Building Maintenance	\$ 22,230.00
Materials/Repairs	
Elevator	
Heat Pumps	
H Vac	
Sprinkler	
Total Annual Operating Costs	\$ 58,788.00

4.7 ICIP Funding**Moved By Deputy Mayor Christie****Seconded By Councillor Baker****That Council approve of the ICIP funding application for a \$2,279,000 project on West Victoria Street and a \$685,000 project on Russell Street, and authorize the CAO to submit the application on behalf of the Town.****Motion Carried****4.8 Appointment of Development Officer****Moved By Councillor Baker****Seconded By Councillor Fawthrop****That Council appoint Marc Buske as a Development Officer for the Town of Amherst.****Motion Carried**

**4.9 Bylaw Respecting Intrusion, Robbery and Fire Alarm Systems Amendment
 Moved By Councillor Davidson
 Seconded By Councillor Landry
 That Council approve of First Reading of the amendments to the Bylaw
 Respecting Intrusion, Robbery and Fire Alarm Systems.**

Motion Carried

BYLAW C-11

TOWN OF AMHERST

BY-LAW

RESPECTING INTRUSION, ROBBERY AND FIRE ALARM SYSTEMS

SHORT TITLE

1. This By-Law may be cited as the "Alarm By-Law".

DEFINITIONS

2. In this By-Law:

- a) "*Alarm Coordinator*" means the person appointed by the treasurer to administer the Alarm By-Law.
- b) "*Alarm System*" – means any mechanical or electrical device which is designed or used for the detection of an unauthorized entry into a building, structure or facility or for alerting others of the commission of an unlawful act, or a fire detection device which emits a sound or transmits a signal or message when activated but does not include:
 - a) Personal alerting devices
 - b) A device that is installed in a vehicle
 - c) Residential smoke detector
- c) "*Audible Alarm*" – means an alarm system which generates an audible sound on the premises where it is activated;
- d) "*Automatic Calling Device*" – means any device or combination of devices, that will, upon activation, either mechanically, electronically or by any other automatic means, initiate a telephonic or recorded message which is designed to be transmitted over regular telephone lines;
- e) "*False Alarm*" -means a response to an alarm by the Amherst Police Department or Amherst Fire Department resulting from the activation of an alarm system where an emergency situation does not exist;
- f) "*Monitored Alarm System*" – means an alarm system where the signal of an intrusion, the commission of an unlawful act, or the detection of a fire is received by a third party;
- g) "*Town*" – means the town of Amherst;
- h) "*Owner/Lessee*" – includes an occupant, lessee or person having possession or control of the property in question and also includes prima facie the person whose name appears on the assessment role for the Town as the assessed owner;
- i) "~~Permittee~~" means the holder of an alarm system permit;
- j) "*Personal Alerting Device*" – means any device carried on one's person that when activated is designed to emit a sound or transmit a signal or message;
- k) "*Treasurer*" – means the Treasurer of the Town of Amherst or his **their** designate

PERMIT REQUIRED

~~3.~~

- ~~a) No owner/lessee shall install, keep, use, permit or suffer the installation, keeping or use of an alarm system unless there is a valid and subsisting alarm system permit for that system.~~
- ~~b) An applicant for an alarm system permit shall apply to the Treasurer on a form as described in Schedule "A" attached hereto.~~
- ~~c) Alarm system permits shall be issued by the Treasurer.~~
- ~~d) An alarm system permit shall be issued in the name of the owner/lessee of the building or property which the alarm is intended to protect.~~
- ~~e) An alarm system permit is required for each alarm system that is installed in any one location.~~

- ~~f) An alarm system permit may be transferred or assigned a new owner/lessee of the property on submission to the Treasurer of a fully completed permit application form as described in Schedule "A".~~
- ~~g) The permittee shall be responsible for informing the Treasurer or his designate of any and all changes in the information contained in the permit application.~~

AUDIBLE ALARM SYSTEMS

- 4.
- a) No person shall install, maintain or use an audible alarm that is capable of being sounded outside of the premises continually for a period of greater than fifteen minutes after each separate activation except for an alarm system designed or used to detect heat, smoke or fire.

FALSE ALARMS

- 5.
- a) No person shall cause, permit suffer or allow false alarms to emanate from a location where an alarm system is installed.
- b) Alarms activated in the following manner are hereby deemed not to be false alarms:
- a) Where the owner can demonstrate that the alarm was caused by a storm, lightning, earthquake or other violent act of nature; or
 - b) Where the alarm coordinator is satisfied that the occurrence is isolated and due to a mechanical failure, that has since been corrected by a qualified contractor, proof of which has been provided.

AUTOMATIC CALLING DEVICES

- 6.
- a) No person shall use, maintain or install, or permit the use, maintenance or installation of any calling device which is programmed to transmit a message to any telephone number assigned to the Amherst Police Department, Amherst Fire Department or any dispatch or communication centre responsible for the receiving and dispatching of alarm calls to these agencies unless a contract has been entered into with the Police/Fire Department to provide an alarm monitoring service.

MONITORED ALARM SYSTEMS

- 7.
- a) When a third party is responsible for monitoring an alarm for intrusions only, the third party shall verify that the alarm activation is not accidental by contacting the premise prior to notifying the appropriate police agency. If a police agency is dispatched prior to verification, there will be no waiver or fee if call is cancelled subsequent to police being dispatched.
- b) Where the original alarm activation signal is received by a third party who then notifies the Amherst Police Department or the Amherst Fire Department of the alarm, the third party shall supply the required contact information for the Owner/Lessee of the premises or real property the alarm permit number to the police/fire dispatcher receiving the call.

FEE FOR FALSE ALARMS

- 8.
- a) On the occurrence of a third and for each subsequent false alarm during any one calendar year, the owner/lessee permittee will be required to pay a fee of \$50.00 for each such occurrence;
- b) Where a fee is charged in accordance with this by-law, the Town shall invoice the owner/lessee permittee of the real property. The fee shall be payable within 14 days.
- c) An invoice issued under this by-law shall be due upon receipt and payable to the town.
- d) All fees collected become the property of the Town.

NOTIFICATION TO OWNERS

- 9.
- a) Upon the first occurrence of a false alarm, a notice will be provided to the owner/lessee permittee of the subject real property that a false alarm has occurred and advised of the fees to be imposed for more than two (2) false alarms in any one calendar year.

- b) The notice required by this section shall be in writing and delivered by hand or regular mail to the subject property or the **owner/lessee** ~~in the permit~~. A notice sent in accordance with this section will be deemed to have been received.

APPLICATION

10. This by-law applies to all alarms in use within the Town whether installed before or after the coming of force of this by-law.

PENALTY

- 11.
- a) A person who contravenes any provision of this by-law shall upon summary conviction be liable to a minimum penalty of \$50.00 and a maximum penalty of \$1,000.00 and in wilful default of payment of the penalty the offender may be imprisoned for a maximum period not exceeding ninety days.
- b) Every day during which a contravention of or failure to comply with this by-law continues is a separate offence.

5. INTERNAL COMMITTEE REPORTS

- 5.1 **Planning Advisory Committee**
Information item; no direction given or action required.
- 5.2 **Amherst Board of Police Commissioners – No Report**
- 5.3 **Audit Committee – No Report**
- 5.4 **Amherst Youth Town Council – No Report**
- 5.5 **Accessibility Committee**
Information item; no direction given or action required.
- 5.6 **Inclusion, Diversity and Equity Committee – No Report**

6. EXTERNAL COMMITTEE REPORTS

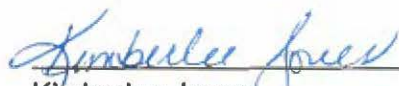
- 6.1 **Cumberland Public Libraries**
Moved By Councillor Fawthrop
Seconded By Councillor Davidson
That Chief Pike give a presentation to Council on combating scam and fraud prevention.

Motion Carried


- 6.2 **Cumberland YMCA**
Information item; no direction given or action required.
- 6.3 **Solid Waste Management**
Information item; no direction given or action required.
- 6.4 **Municipal Alcohol Project**
Information item; no direction given or action required.
- 6.5 **L. A. Animal Shelter**
Information item; no direction given or action required.
- 6.6 **Senior Safety**
Information item; no direction given or action required.
- 6.7 **Inter Municipal Tourism - No Report**
- 6.8 **Poverty Reduction**
Information item; no direction given or action required.

- 7. **ADJOURNMENT**
Moved By Councillor Davidson
Seconded By Deputy Mayor Christie
To adjourn the meeting.

Motion Carried



Kimberlee Jones
Municipal Clerk



David Kogon
Mayor