

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: June 27, 2022
Time: 6:00 pm
Location: Council Chambers, Town Hall

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

Members Absent Councillor George Baker

Staff Present Jason MacDonald, Chief Administrative Officer
 Dwayne Pike, Police Chief
 Greg Jones, Director of Fire Services
 Andrew Fisher, Director of Planning & Strategic Initiatives
 Kim Jones, Municipal Clerk
 Tom McCoag, Corporate Communications Officer
 Krista Crossman, Acting Manager of Financial Services
 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. PRESENTATIONS

Councillor Davidson made the following congratulatory statement:

Your Worship, I would request the Town of Amherst Town Council and Staff join me in congratulating local Amherst resident and Amherst Junior Rambler player, Jeremiah Martin, in winning the inaugural Hockey Nova Scotia scholarship which honours the legacy of a great local, provincial and national hockey trailblazer.

The Bill Riley Scholarship, a \$2000 scholarship, is now to be presented annually to a Nova Scotia graduating player of African descent who plans to pursue a post-secondary education after high school.

Local Amherst resident, Jeremiah Martin, was the first recipient at a prestigious Hockey Nova Scotia event this past weekend.

Like Bill Riley, the recipient was required to be a driven, hard-working student who is passionate about hockey. We should all be proud how Jeremiah met that Hockey Nova Scotia requirement resulting in this prestigious award. "

3.1 Long Service Awards

Employee Long Service Awards were presented to employees as follows:

10 Years of Service - Randy Babineau
 Tasha Estabrooks
 Jade Pratt
 Dara Collins
 Ralph Stevenson
 Kevin Devine
 Chris Comeau
 20 Years of Service - Andrew Milton

4. APPROVAL OF AGENDA/MINUTES

4.1 Approval of the Agenda

Moved By Councillor Emery
Seconded By Councillor Fawthrop
To approve of the agenda as circulated.

Motion Carried

4.2 Approval of Minutes

4.2.1 May 24, 2022 Regular Meeting

Moved By Councillor Landry
Seconded By Deputy Mayor Christie
To approve of the May 24, 2022 regular meeting of Council as circulated.

Motion Carried

4.2.2 June 8, 2022 Special Meeting

Moved By Councillor Davidson
Seconded By Councillor Emery
To approve the minutes of the June 8, 2022 special meeting of Council.

Motion Carried

4.2.3 June 13, 2022 Public Hearing

Moved By Councillor Fawthrop
Seconded By Deputy Mayor Christie
To approve the minutes June 13, 2022 Public Hearing as circulated.

Motion Carried

5. REQUESTS FOR DECISION

5.1 27 West Pleasant Street Development Agreement Second Reading

Moved By Deputy Mayor Christie
Seconded By Councillor Davidson
That Council give Second Reading of the proposed development agreement.

Motion Carried

Case No: DA-2022-0X

This Agreement made this _____ Day of _____ 2022.
Between:

MACDONALD PEOPLE RESOURCES LIMITED (owner of property located at 27 West Pleasant Street [PID 25027129 & 25027152], hereinafter called the "Owner"),

of the one part, and

THE TOWN OF AMHERST (a body corporate in the Province of Nova Scotia, hereinafter called the "Town"),

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP - 13 of the Municipal Planning Strategy of the Town of Amherst, to operate a group home within the single-detached dwelling on property located at 27 West Pleasant Street (PID 25027129 & 25027152).

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an Agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the _____th Day of _____ 2022, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Property Identification

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the Development Agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the diagram shown on Schedule B attached.
- 2) That the Owner may operate group home licensed by the Province of Nova Scotia within an existing single-detached dwelling on the Lands.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be

deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

 David Kogon MD
 Mayor

 Jason MacDonald, MCIP, LPP
 Chief Administrative Officer

FOR THE OWNER

 Kyla Morris

Schedule A 27 West Pleasant Street - Development Agreement

Terms and Conditions:

1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the Lands shall be limited to a group home operation or child and youth care program for four (4) children under the care of the Nova Scotia Department of Community Services within an existing single-detached dwelling in the location shown on Schedule 'B'.
- 1.2 A minimum of one (1) parking space shall be provided for each employee on the Lands and shall be generally located on the existing asphalt driveway as shown on Schedule 'B'.
- 1.4 Accessory buildings may be permitted on the Lands in accordance with the *Town of Amherst Land Use Bylaw*.
- 1.5 All areas of the Lands not covered by buildings or driveways generally as shown on Schedule 'B' shall be landscaped.

2.0 GENERAL REQUIREMENTS

- 2.1 The Owner shall keep the Lands and buildings and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.3 Solid waste management shall be in conformance with the *Town of Amherst Solid Waste Bylaw*.



**5.2 Street Naming Policy Amendments
 Moved By Councillor Davidson
 Seconded By Councillor Emery
 That Council approve of the proposed amendments to the Street Naming
 Policy.**

Motion Carried

TOWN OF AMHERST POLICY

NUMBER 31600-23
 PAGE 4 of 2

DEPARTMENT: PLANNING AND DEVELOPMENT

TITLE: **STREET NAMING POLICY**

Minutes Reference Date: 25 November 2002

28 October 2013

PURPOSE

To establish a policy for the naming of streets within the Town. A clearly defined street naming policy is required in order to:

- a) Ensure any potential difficulties and delays for emergency vehicles are avoided;
- b) Enable visitors to find their way around Town efficiently and in a pleasant manner;
- c) Enable businesses and service providers within the Town to carry out their business efficiently.
- d) To promote the principals of inclusivity, equity and diversity in consideration of street names within the town.

POLICY STATEMENT

It shall be the policy of the Amherst Town Council that all new streets shall be named, or existing streets re-named, according to the following criteria. The three principals which guide the street naming procedures:

- i) Avoid Duplication – there should be no duplication of street names, including street names differentiated by a suffix.
- ii) Avoid Confusion – street names that sound similar should be avoided.
- iii) Establish Continuity – streets running in one compass direction should have one name for the entire length.
- iv) Ensure that new street names consider the values of inclusivity, equity and diversity to reflect our citizens both past and future.

SUGGESTED STREET NAME LIST

Street Name	Background
Logan	Senator Hance James Logan
Hewson	Dr. Charles Wentworth Upham Hewson
Black	Percy Chapman Black (MLA)
Cameron	Fred S. Cameron (Runner, Boston Marathon Winner)
Ketchum	Henry G. C. Ketchum (Ship Railway)
Curry	Nathanial Curry (President of Rhodes Curry and Company Ltd.)
Cox	Ester Cox Ghost Story
Hillcoat	Hillcoat Pianos
Page	Amos Page, Silversmith
White	Shermie White, Hockey – New York Rangers
Lake View	View from new Hotel at Exit 4
Jackson	Stanton Jackson, Hockey – Toronto Maple Leafs
Riley	Hockey and Music (family)
Rainbow Drive	created by several actions working together to create its beautiful form which would represent our diverse community
Heritage Drive	
L' nuk (ul noog)	Mi'kmaq term means "the people".
Nikmaq	The word Mi'kmaq actually comes from the word ni'kmaq, or 'my friends'
Siknikt (sig n icked)	From where the place name Chignecto was derived
Fred Parsons	Significant contributions to Amherst's built infrastructure
Rocky Johnson	Professional Wrestler
Maltby	Frederick Roy Maltby, Hockey and Community

5.3 Mill Street Green Space
Councillor Landry declared a conflict of interest as his property neighbors the subject property.
Moved By Councillor Fawthrop
Seconded By Councillor Davidson
That Council approve of the Town owned vacant lot on Mill Street as the site to construct and plant a community flowerbed as a pilot project.

Motion Carried

5.4 Dr. & Mrs. H.E. Christie Foundation Donation
Moved By Councillor Emery
Seconded By Deputy Mayor Christie
That Council approve the request to receive a donation of \$13,120 from the Dr. & Mrs. H.E. Christie Community Foundation to fund a corresponding grant of \$8,000 to Amherst Little League Baseball and \$5,120 to the Cumberland County Military Museum.

Motion Carried

5.5 Smith McCrossin Lease Agreement
Moved By Councillor Fawthrop
Seconded By Councillor Landry
That Council approve of the lease agreement between Elizabeth Smith McCrossin, MLA and the Town of Amherst, and further authorize the Mayor and CAO to sign on behalf of the Town.

Motion Carried

BETWEEN
The Town of Amherst
 -and-
Elizabeth Smith-McCrossin, MLA
 Dated: April 1, 2022

THIS LEASE is made as of the 1st day of April, 2022.

BETWEEN:

THE TOWN OF AMHERST, a municipal corporation in the County of Cumberland
 (the "Landlord")

OF THE FIRST PART

-and-

Elizabeth Smith-McCrossin, MLA
 (the "Tenant")

OF THE SECOND PART

WHEREAS the Landlord and Tenant have agreed to enter into a lease for certain premises as more fully described herein; and

THEREFORE in consideration of the respective covenants and agreements herein, the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the Landlord and the Tenant agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- a) "Additional Rent" means all amounts, excluding Basic Rent, payable by the Tenant in accordance with the terms of this Lease;
- b) "Basic Rent" means the basic rent payable by the Tenant pursuant to Section 4.1;
- c) "Boardroom" means that portion of the Building which is marked with a "8" on the plan attached as Schedule "A", and all rights and easements appurtenant to

- d) "Building" means the building located at 5 Ratchford Street, Amherst, Nova Scotia and all rights and easements which are or may hereafter be appurtenant thereto;
- e) "Commencement Date" means April 1, 2022, as such may be varied pursuant to the terms of this Lease;
- f) "Common Areas" means those areas, facilities, utilities, improvements, equipment and installations within, adjacent to or outside the Building which serve or are for the benefit of the Building, which do not comprise part of the Premises and which, from time to time, are not designated or intended by the Landlord to be for the Landlord's exclusive use, and are not designated or intended by the Landlord to be leased to the Tenant or any other tenants of the Building, and which include all corridors, hallways, lobbies and stairwells, all walkways and sidewalks, all landscaped and planted areas, the roof and exterior walls of the Building, exterior and interior structural elements and walls of the Building, common washrooms, all parking and loading areas and all entrances and exits thereto and all structural elements thereof, all access ways, truck courts, driveways, delivery passages, loading docks and related areas, all electrical, telephone, meter, valve, mechanical, mail, storage, service and janitorial rooms, fire prevention, security and communication systems, and generally all areas forming part of the Building which do not constitute rented or rentable premises;
- g) "Dedicated Space" means that portion of the Building which is marked with a "D" on the plan attached as Schedule "A", having a Rentable Area of 528 square feet, more or less, and all rights and easements appurtenant thereto;
- h) "Event of Default" has the meaning set out in Section 14.1;
- i) "Expiry Date" means July 15, 2025, as such may be varied or extended, pursuant to the terms of this Lease;
- j) "Extension Rights" the rights to extend and renew the Term of this Lease, if any, as set out in Schedule "B";
- k) "HVAC Equipment" means heating, ventilating and air-conditioning equipment, facilities and installations;
- l) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant of the Premises;
- m) "Managing Partner" means Cumberland Development Corporation
- n) "Normal Business Hours" means such hours as the Landlord reasonably determines from time to time for the operation of business on or from the Building;
- o) "Permitted Use" means the use of the Premises for the purpose of operating a parliamentary constituency office;
- p) "Premises" means the Dedicated Space together with the Shared Space as illustrated in Schedule "A", having a Rentable Area of 817 square feet more or less, and all rights and easements appurtenant thereto;
- q) "Rentable Area of the Premises" means the Premises measured to the outside surface of the outer building wall and to the center line of any interior walls separating the Premises from adjoining premises intended for leasing or separating the Premises from corridors or other parts of the Common Areas;
- r) "Shared Space" means that portion of the Building which is marked with an "S" on the plan attached as Schedule "A", having a Rentable Area of 289 square feet, more or less, and all rights and easements appurtenant thereto;
- s) "Term" means the period commencing on the Commencement Date and ending on the Expiry Date and, where the context requires, any renewal, extension or overholding thereof;
- t) "Transfer" means an assignment of this Lease in whole or in part, a sublease of all or any part of the premises, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, and any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and
- u) "Transferee" means any person or entity to whom a Transfer is or is to be made.

1.2 Schedules

The following Schedules form part of this Lease:

Schedule "A"	Plan
Schedule "B"	Extension Rights

ARTICLE 2 DEMISE AND TERM

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 Premises. The Tenant accepts the Premises on an "as is" basis.

2.2 Measurement

The Landlord and Tenant acknowledge that the area of the Premises as set out in the Lease is not subject to change or amendment during the term of the Lease.

2.3 Term

The Term shall commence on the Commencement Date and end on the Expiry Date, unless terminated earlier pursuant to the provisions of 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. The Tenant acknowledges and agrees that such postponement shall be full settlement for any claims it might have against the Landlord for such delay.

2.5 Overholding

If at the expiration of the initial Term or any subsequent renewal or extension thereof, 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) month's notice. Basic Rent 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 Right to Terminate.

At any time during the initial 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, if the member ceases to be a member, with the exception of a thirty (30) day notice to quit in the event of a month-to-month lease as noted in 2.5 above. Such termination notice shall be given at least ninety (90) days 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 RENT

3.1 Covenant to Pay Basic Rent

The Tenant covenants to pay Basic Rent as provided in this Lease.

3.2 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 postdated cheques, each cheque in the amount of the monthly instalment of Basic Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

3.3 Rent Past Due

If the Tenant fails to pay any Basic 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%)) and such interest shall be calculated from the time such Basic Rent becomes due until paid by the Tenant.

3.4 Partial Periods

If the Term commences on any day other than the first day of the month or ends on any day other than the last day of the month, Basic Rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a pro rata basis and shall be payable on the first day of the partial month.

ARTICLE 4 BASIC RENT

4.1 Basic Rent

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, or to such other person or at such other location as the Landlord shall direct by notice in writing, in lawful money of Canada without any prior demand therefor and without any deduction, abatement or set-off whatsoever as annual Basic Rent, the amounts set out in this Section 4.1 payable in equal monthly instalments in advance in the amounts set out in this Section 4.1, plus harmonized sales tax (HST), on the first day of each and every month during the Term:

Period	Per sq. ft.	Per Year	Per Month
April 1, 2022 to March 31, 2023	\$10.30	\$8,416.94	\$701.41
April 1, 2023 to March 31, 2024	\$10.46	\$8,543.19	\$711.93
April 1, 2024 to March 31, 2025	\$10.61	\$8,671.34	\$722.61
April 1, 2025 to July 31, 2025	\$10.77	\$8,801.41	\$733.45

ARTICLE 5 ADDITIONAL RENT/RENTAL INCREASE

5.1 Additional Rent

In addition to the Basic Rent reserved in favour of the Landlord, the Tenant shall, throughout the initial Term, excluding any subsequent renewal or extension thereof, pay to the Landlord in lawful money of Canada, without any deduction, abatement or set-off whatsoever, as Additional Rent, the amounts set out in this Section 5.1 payable in equal monthly instalments for Wednesday evening use of the Boardroom in advance in the amounts set out in this Section 5.1, plus harmonized sales tax (HST), on the first day of each and every month during the initial Term:

Period	Per Year	Per Month
April 1, 2022 to March 31, 2023	\$994.20	\$82.85
April 1, 2023 to March 31, 2024	\$1,009.11	\$84.09
April 1, 2024 to March 31, 2025	\$1,024.25	\$85.35
April 1, 2025 to July 31, 2025	\$1,039.61	\$86.63

5.2 Rental Increase

Rent charges will increase effective April 1 of each year by 1.5% starting in 2023.

5.3 Payments Constitute Rent

All of the payments set out in this Lease which are required to be made by the Tenant shall constitute Basic Rent or Additional Rent, and shall be deemed to be paid as rent, whether or not paid and whether or not any such payments are payable to the Landlord or otherwise, and whether or not as compensation to the Landlord for expenses to which it has been put. The Landlord has all rights against the Tenant for default in payment of Additional Rent that it has against the Tenant for default in payment of Basic Rent.

ARTICLE 6 UTILITIES AND HVAC

6.1 Landlord Responsibilities.

The Landlord shall provide power and electricity for the Premises, and sufficient heat and air conditioning to maintain a reasonable temperature in the Premises at all times, except during the making of repairs, which the Landlord covenants to make with reasonable diligence. The Landlord shall provide janitorial services for the Shared Space.

6.2 Additional Utilities

The Tenant shall make arrangements at its own cost and expense, directly with the utility or service supplier in respect of any utilities and services not supplied by the Landlord. The Tenant, at its own cost and expense, shall procure each and every permit, license or other authorization required, and shall comply with the provisions of Article 9 of this Lease pertaining to any work required in respect of such additional utilities and services.

6.3 No Overloading

The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the electrical wiring and service in the Building and agrees that if any equipment installed by the Tenant shall require additional utility facilities, such facilities shall be installed, if available, and subject to the Landlord's prior written approval thereof (which approval may not be unreasonably withheld), at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

6.4 No Liability

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect consequential damages, or for any other costs, losses or damages of whatsoever kind arising from any interruption or failure in the supply of any utility or service to the Premises.

ARTICLE 7 CONTROL AND OPERATION BY LANDLORD

7.1 Building Operation and Repair

The Landlord shall operate, maintain and repair the Building, any HVAC Equipment serving the entire building containing the Premises and any other service facilities not within or exclusively serving the Dedicated Space, to the extent required to keep the Building, equipment and facilities in a state of good repair and maintenance in accordance with normal property management standard for a similar building in the vicinity. 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 promptly make all repairs to the structural components of the Building.

7.2 Common Areas and Building

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 common use by tenants of the Building. At times other than during Normal Business Hours, the Tenant and the employees of the Tenant and persons lawfully required communication with the Tenant shall have access to the building only in accordance with the requirements of the Landlord. The Common Areas shall at all times be subject to the exclusive management and control of the Landlord. The Landlord reserves the right to lease part of the Common Areas from time to time, to alter the layout or configuration of and/or reduce or enlarge the size of the Common Areas and/or Rentable Area of the Building, to cease to treat as part of the Building any buildings or lands now forming part of the Building and/or to add additional lands or building to the Building, and to make other changes to the Building as the Landlord shall from time to time reasonably determine.

7.3 Use of Boardroom

The Tenant shall have the right of non-exclusive use, in common with others entitled thereto, for the proper and intended purposes of the Boardroom. The Tenant shall not affect use of the Boardroom without the prior consent of the Managing Partner, which shall not be unreasonably withheld.

ARTICLE 8 USE OF PREMISES

8.1 Use of the Premises

The Tenant acknowledges that the Premises will be used solely for the Permitted Use as set out in Section 1.1(o), and for no other purpose.

8.2 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 Premises or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters.

8.3 General Indemnity by Tenant

The Tenant shall be liable for and shall indemnify and save harmless the Landlord and its officers, employees and agents from all liabilities, fines, suits, claims, demands and actions, of any kind and nature for which the Landlord or its officers, employees or agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect, or default on the part of the Tenant or any of its servants, employees, agents, invitees or licensees whatsoever. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death, occurring during the Term of this Lease shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.

8.4 Waste, Nuisance, Overloading

The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Building, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Premises.

ARTICLE 9 MAINTENANCE, REPAIRS AND ALTERATIONS

9.1 Maintenance, Repair and Cleaning of Dedicated Space

Except as set out in this Article 9, the Tenant shall, at its own expense and cost, operate, maintain and keep in good and substantial repair, order and condition the Dedicated Space and all parts thereof, save and except repairs required to be made by the Landlord pursuant to Section 7.1. All repairs shall be in all respects equal in quality and workmanship to the original work and materials in the Dedicated Space and shall meet the requirements of all authorities having jurisdiction and the insurance underwriters.

9.2 Inspection and Repair on Notice

The Landlord, its servants, agents and contractors shall be entitled to enter upon the Premises at any time without notice for the purpose of making emergency repairs, and during Normal Business Hours on reasonable prior written notice, for the purpose of inspecting and making repairs, alteration or improvements to the Premises or to the Building. The Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord, its servants, agents and contractors may at any time, and from time to time, on reasonable prior written notice, enter upon the Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would likely lead to the cancellation of any policy of insurance. The Landlord shall take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the operation of the Tenant's business and to minimize interference with the Tenant's use and enjoyment of the Premises. The Tenant shall promptly affect all repairs necessitated by the Tenant's negligence or willful misconduct or the negligence or willful misconduct of the Tenant's agents, servants, contractor, invitees, employees or others for whom the Tenant is in law responsible.

9.3 Repair where Tenant at Fault

If the Building, including the Premises, or any furnaces, boilers, engines, controls, pipes, and other apparatus used for the purpose of heating or air-conditioning the Building, the water and drainage pipes, the electric lighting, any other equipment or the roof or outside walls of the Building are put in a state of disrepair or are damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees or anyone permitted by it to be in the Building, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid to the Landlord forthwith on demand.

9.4 Alterations

The Tenant will not make or erect in or to the Premises any installations, alterations, additions or partitions without first obtaining the Landlord's prior written consent, which the Landlord shall not unreasonably withhold.

9.5 Signs

The Tenant shall not paint, display, inscribe, place or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside of the Building or that is visible from the outside of the Building without the prior consent of the Landlord, not to be unreasonably withheld. The Landlord may prescribe a uniform pattern of identification signs for tenants.

9.6 Removal of Improvements and Fixtures

All Leasehold Improvements shall immediately on their placement become the Landlord's property, without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant, either during or on the expiry or earlier termination of the Term except that:

- a) The Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provide that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures; and
- b) The Tenant shall at its sole cost, remove such of the Leasehold Improvements as the Landlord shall require to be removed, such removal to be completed on or before the end of the Term.

9.7 Repair of Damage

The Tenant shall, at its own expense, repair any damage caused to the Building by the Leasehold Improvements or trade fixtures or the removal thereof. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, at the option of the Landlord, become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord and may be removed from the Premises and sold or disposed of by the Landlord in such manner as it deems advisable.

For greater certainty, the Tenant's trade fixtures shall not include any HVAC Equipment serving the Premises or light fixtures. Notwithstanding anything in this Lease, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

9.8 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peacefully surrender and give up to 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 and in accordance with its obligations in Section 9.6.

ARTICLE 10 INSURANCE AND INDEMNITY

10.1 Tenant's Insurance

- a) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, general liability insurance with respect to the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than two million dollars (\$2,000,000) or such higher limits as the Landlord may reasonably require from time to time.

- b) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The insurance described in Section 10.1 shall name as loss payee the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold improvements shall be payable to the Landlord.
- c) The insurance described in Section 10.1 shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or the Landlord's mortgagees, their contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its mortgagees, their contractors, agents or employees. The Tenant shall furnish to the Landlord on written request, certified copies of all such policies.

10.2 Tenant Indemnity

The Tenant will indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Premises; (b) occasioned or caused wholly in part by any act or omission of the Tenant or anyone for whom it is in law responsible; or (c) arising from any breach by the Tenant of any provision of this Lease.

10.3 Mutual Release

1. Each of the Landlord and the Tenant releases the other and waives all claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible, subject to the following:

- a) Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party or proceeds which would have been received if the releasing party had obtained all insurance required to be obtained by it under this Lease (whichever is greater) and, for this purpose, deductible amounts shall be deemed to be proceeds of insurance received; and
- b) To the extent that both parties have insurance or are required to have insurance for any occurrence, the Tenant's insurance shall be primary.

2. Notwithstanding the foregoing or anything else herein contained, in no event, whether or not the result of the willful act or the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:

- a) Damage to property of the Tenant or others located on the Premises;
- b) Any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow, or gas which may leak into or issue or flow from any part of the Building or from the water, steam or drainage pipes or plumbing works of the Building or from any other place or quarter;
- c) Any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- d) Any damage caused by anything done or omitted to be done by any other tenant of the Building; or
- e) Any indirect or consequential damages suffered by the Tenant.

ARTICLE 11 ASSIGNMENT AND SUBLETTING

11.1 Assignment and Subletting

The Tenant shall not affect any Transfer without the prior written consent of the Landlord, which may be unreasonably withheld. No consent to any Transfer shall relieve the Tenant from its obligation to pay Basic Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Basic Rent or sums on account of Basic Rent from the Transferee and apply the net amount collected to the Basic Rent payable hereunder, but no such Transfer or collection or acceptance of the Transferee as tenant, shall be deemed to be a waiver of this covenant.

11.2 No Advertising

The Tenant shall not advertise that the whole or any part of the Premises is available for assignment or sublease 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. No such advertisement shall contain any reference to the rental rate of the Premises.

11.3 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Building or any part or parts thereof, and in conjunction therewith the assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

11.4 Status Certificate

The Tenant shall, on ten (10) days' notice from the Landlord, execute and deliver to the Landlord and/or as the Landlord may direct a statement as prepared by the Landlord in writing certifying the following: (a) that this Lease is unmodified and in full force and effect, or if modified, stating the modification and that the same is in full force and effect as modified; (b) the amount of Basic Rent then being paid; (c) the dates to which Basic Rent, by instalments or otherwise, and other charges have been paid; (d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice; and (e) any other information and particulars as the Landlord may reasonably request.

ARTICLE 12 QUIET ENJOYMENT

12.1 Quiet Enjoyment

The Tenant, on paying the Basic Rent hereby reserved, and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term.

ARTICLE 13 DAMAGE AND DESTRUCTION

13.1 Damage or Destruction to Premises

If the Premises or any portion thereof are damaged or destroyed by fire or by other casualty, Basic Rent shall abate in proportion to the area of that portion of the Premises which, in the opinion of the Landlord's architect or professional engineer, is thereby rendered unfit for the purposes of the Tenant until the Premises are repaired and rebuilt, and the Landlord shall repair and rebuild the Premises. The Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant. Basic Rent shall recommence to be payable one (1) day after the Landlord notifies the Tenant that the Tenant may reoccupy the Premises for the purpose of undertaking its work.

13.2 Rights to Termination.

Notwithstanding Section 13.1:

- a) If the Premises or any portion thereof are damaged or destroyed by any cause whatsoever and cannot, in the opinion of the Landlord's architect or professional engineer, be rebuilt within one hundred and twenty (120) days of the damage or destruction, the Landlord may, instead of rebuilding the Premises, terminate this Lease by giving to the Tenant within thirty (30) days after such damage or destruction notice of termination and thereupon rent and other payments hereunder shall be apportioned and paid to the date of such damage or destruction and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord; and
- b) If the Building shall, at any time, be wholly or partially destroyed or damaged (whether or not the Premises have been affected) to the extent that Twenty-five percent (25%) or more of the gross floor area of the Building has become unfit for use, the Landlord may elect, within thirty (30) days from the date of such damage, to terminate this Lease on thirty (30) days' notice to the Tenant, in which event rent shall remain payable until the date of termination (unless it has abated under Section 13.1)

13.3 Certificate Conclusively

Any decisions regarding the extent to which the Premises or any portion of the Building has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties.

13.4 Insurance Proceeds

Notwithstanding Sections 13.1 and 13.2, 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, or in the event that any mortgagee or other person entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose, or in the event that the Landlord is not able to obtain all necessary governmental approvals and permits to rebuild the Building or the Premises, the Landlord may elect, on written notice to the Tenant, within thirty (30) days of such damage or destruction, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord.

13.5 Landlord's Work

In performing any reconstruction or repair, the Landlord may effect changes to the Building and its equipment and system and minor changes in the location or area of the Premises. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances to which it may have been entitled at the beginning of the Term and shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures.

ARTICLE 14 DEFAULT

14.1 Default and Right to Re-enter

Any of the following constitutes an Event of Default under this Lease:

- a) Any Basic Rent is not paid on the date when it is due;
- b) The Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section after notice in writing from the Landlord to the Tenant:
 - i) The Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - ii) If such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;
- c) The Tenant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- d) A trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant;

- e) The Tenant makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Landlord; This Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of taking;
- f) The Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
- g) The Tenant abandons or attempts to abandon the Premises or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Landlord;
- h) The Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- i) Any insurance policy covering any part of the Building is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible.

14.2 Default and Remedies

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- a) To terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant as to whether it is terminating this Lease under this Section 14.2(a) or proceeding under Section 14.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 14.2 (b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- b) To enter the Premises as agent of the Tenant to do any or all of the following:
 - i. relet the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine and to receive the rent therefor;
 - ii. take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, and sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
 - iii. make alterations to the Premises to facilitate their reletting; and
 - iv. apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Basic Rent, and third, to the payment of Basic Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Basic Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
- c) To remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter upon 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, and 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. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- d) To recover 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 Basic Rent together with the next three (3) months' instalments of Basic Rent, all of which shall immediately become due and payable as accelerated rent.

14.3 Distress

Notwithstanding any provision of this Lease or any provision of any 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 Basic Rent in arrears, and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress, this Provision may be pleaded as an estoppel against the Tenant in any action brought to the test the right of the Landlord to levy such distress.

14.4 Costs

The Tenant shall pay to the Landlord 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.

14.5 Remedies Cumulative

Notwithstanding any other provision of this 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, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease 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.

15.1 Entry

Provided that the Tenant has not exercised any option to extend this Lease as provided herein, the Landlord shall be entitled, at any time during the last three months of the Term:

- a) Without notice to or consent by the Tenant, to place on the exterior of the Premises, the Landlord's usual notice(s) that the Premises are for rent; and
- b) On reasonable prior notice, to enter upon the Premises during Normal Business Hours for the purpose of exhibiting same to prospective tenants.

The Landlord may enter the Premises at any time during the Term on reasonable notice for the purpose of exhibiting the Premises to prospective purchasers or for the purpose of inspecting the Premises.

15.2 Force Majeure

Notwithstanding any other provision contained herein, 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, then 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 15.2 shall not under any circumstance operate to excuse the Tenant from prompt payment of Basic Rent and/or any other charges payable under this Lease.

15.3 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 contained in this Lease shall be or be deemed to be a 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 Basic 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 any time of the acceptance of such Basic Rent. All Basic Rent and other charges payable 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.

15.4 Notices

Any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out below, as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of the same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

To the Landlord (to the Attention of the CAO) at the following address:
98 East Victoria Street, Amherst NS, B4H 1X6

To the Tenant at the address of the Premises or the following address:
5 Ratchford Street, Amherst NS, B4H 1X2

Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of the Canada Post Office shall be deemed to have been received only if delivered personally or sent by prepaid courier.

15.5 Registration

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register this Lease or any Transfer against the Building. The Tenant may register a notice or caveat of this Lease provided that: (a) a copy of the Lease is not attached; (b) no financial terms are disclosed; (c) the Landlord gives its prior written approval on the notice or caveat; and (d) the Tenant pays the Landlord's reasonable costs on account of the matter. The Landlord may limit such registration to one or more parts of the Building. Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or otherwise vacate any such notice or caveat. If any part of the Building which, in the opinion of Landlord, is surplus is transferred, the Tenant shall forthwith, at the request of the Landlord, discharge or otherwise vacate any such notice or caveat as it relates to such part. If any part of the Building is made subject to any easement, right-of-way or similar right, the Tenant shall immediately, at the request of the Landlord, postpone its registered interest to such easement, right-of-way or similar right.

15.6 Number, Gender, Effect of Headings

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and vice versa. The division of this Lease into Articles and Sections and the insertion of heading are for convenience of reference only and shall not affect the construction or interpretation of this Lease.

15.7 Severability

If any Article or Section or part or parts of an Article or Section in this Lease is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though such Article or Section or part or parts thereof had never been included in this Lease.

15.8 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in anyway affecting or relating to this Lease, save as expressly set out or incorporated by reference herein and 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.

15.9 Successors and Assigns

The rights and liabilities of the parties shall ensure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord hereunder.

15.10 Confidentiality

The contents, terms and conditions of this Lease shall be kept strictly confidential by the Tenant. The Tenant shall not, under any circumstance, discuss or reveal the details of this Lease with any arm's-length parties including, but not limited to, any other tenants in the Building, prospective tenants, real estate agents or others except the Tenant's legal and financial advisors, any bona fide Transferee, and except as may be required by law.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the day and year first above written

THE TOWN OF AMHERST

Witness

Jason MacDonald
Chief Administrative Officer

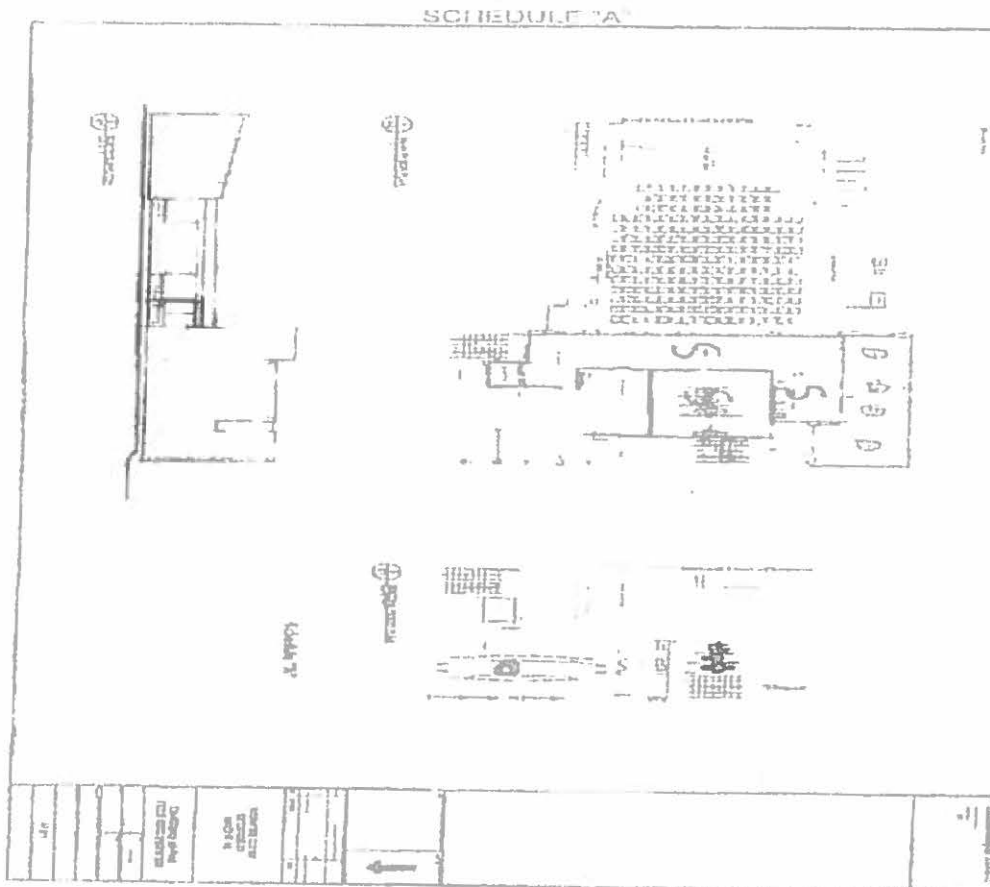
Witness

David Kogon
Mayor

We have the authority to bind the Landlord

Witness

Elizabeth Smith McCrossin, MLA
Tenant



**SCHEDULE "B"
EXTENSION RIGHTS**

Provided that the Tenant is not then in default under the terms of the Lease, the Landlord, at the expiration of the Term, and upon the Tenant's written request to extend the Term of the Lease, mailed by registered post, to or delivered to the Landlord and received by the Landlord at least three (3) months prior to the expiration of the initial Term, shall grant to the Tenant an extension of the Term for one (1) further term of two (2) years or for such other term as mutually agreed upon by the Landlord and the Tenant (the "Extended Term") upon the same terms and conditions except that there shall be no further right to extend the Term and except as to Basic Rent, which shall be negotiated; provided, however, that the Landlord shall be entitled to deny the extension of the Term if, at the time the Landlord has received the Tenant's written request to extend the Term, the Landlord has commenced plans to redevelop the Building whether by way of retention of architects and planners or any means whatsoever.

5.6 Cumberland Business Connector Agreement**Moved By Deputy Mayor Christie
Seconded By Councillor Davidson****That Council approve of the attached agreement (including editorial amendments to remove reference to the Town of Oxford) between the Town, the Municipality of the County of Cumberland and the Cumberland Business Connector and authorize the Mayor and CAO to sign on the Town's behalf.****Motion Carried**

INTERMUNICIPAL AGREEMENT

This Agreement, sets for a framework for the funding, and funding conditions, for an economic development society, dated this _____ day of _____, 2022, among:

The Town of Amherst, a municipal body corporate pursuant to Section 8 of the *Municipal Government Act* (the "MGA");

AND

The Town of Oxford, a municipal body corporate pursuant to Section 8 of the *MGA*;

AND

The Municipality of the County of Cumberland, a municipal body corporate pursuant to Section 8 of the *MGA*;

(Collectively, the "Municipalities")

AND

Cumberland Business Connector a society registered under the *Societies Act*

(Hereinafter called the "Society")

WHEREAS the Municipalities are partners in regional economic development in Cumberland County;

AND WHEREAS the Municipalities wish to partner to ensure regional economic development strategies that consider assets, business community, sector strengths and regional opportunities and challenges, and that take into account provincial and regional priorities;

AND WHEREAS Section 57 of the *MGA* provides authority for municipalities pay grants to a body corporate for the purpose of promoting the municipality or any part of the municipality and the surrounding areas as a location for institutions, industries and businesses;

AND WHEREAS economic development is a service which municipalities in Nova Scotia are empowered to provide under the *MGA*;

AND WHEREAS the Municipalities have agreed to support the creation of the Society as a body corporate, that will take on responsibility for guiding some aspects of economic development in Cumberland County;

AND WHEREAS the Municipalities wish to set out the terms and conditions for their funding of the Society, and for certain matters related thereto;

NOW THIS AGREEMENT WITNESETH that in consideration of the mutual covenants herein contained for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipalities and the Society agree as follows:

1. Definitions

In this Agreement:

- a) "Audit Committee" means the Audit Committee for the Society, as appointed by the Liaison and Oversight Committee hereunder;
- b) "Auditor" means a certified accountant who is appointed by the Audit Committee to audit the financial affairs of the Society;

- c) "Board of Directors" means the Board of Directors of the Society;
- d) "Federal Government" means Her Majesty the Queen in right of Canada, as represented by various federal ministries and governmental agencies;
- e) "Fiscal year" means the Society's fiscal year, which shall be a twelve (12) month period commencing on April 1 of every year and ending on March 31 of every subsequent year;
- f) "GAAP" means Canadian generally accepted accounting principals, as established from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, or any successor institutes, applicable as at the relevant date, and applied on a consistent basis;
- g) "Liaison and Oversight Committee" means the Liaison and Oversight Committee of the Society, as established hereunder;
- h) "Operating Costs" means the costs associated with operating and administering the Society;
- i) "Province" means Her Majesty the Queen in right of the Province of Nova Scotia, as represented by various provincial ministries and governmental agencies, including the Ministry of Service Nova Scotia and Municipal Relations;
- j) "Recruitment and Nominating requirements" means the Recruitment and Nominating process of the Society;
- k) "Uniform Assessment" has the same meaning as in the *Municipal Grants Act*, R.S.N.S. 1989, c. 302, as amended from time to time.

2. Establishment of the Cumberland Business Connector Society

- a. The Municipalities hereby agree to support the formation of a body corporate, known as the Cumberland Business Connector Society (the "Society"), upon terms and conditions set out in this Agreement.
- b. The Society will be incorporated pursuant to the *Societies Act*, R.S., c. 435.

3. Core Activities

The Core activities of the Society are to:

- Develop, implement, and monitor a regional economic development strategy that is reflective of provincial and regional economic development priorities. The strategy should consider assets, business community, sector strengths, and regional challenges and opportunities. The strategy should also attempt to align with provincial priorities in order to maximize the Society's leverage of programs, policies and services.
- Cultivate close working relationships with the business community and work with key partners to support the development and attraction of new businesses and retain and expand existing businesses. The Society will support local businesses in navigating, and making referrals to, programs and services.
- Inform partners and stakeholders about local business climate conditions as well as regional challenges and opportunities. The Society will work with partners and stakeholders to provide investment readiness and labour market information.

4. Powers

It is recognized that as a Society registered under the laws of Nova Scotia, the Society shall have all the powers set out in section 10 of the *Societies Act*.

5. Funding

- a) The Municipalities agree to fund the Society's operations based on an annual budget contribution towards operating costs of \$180,000. This annual amount shall increase by the Consumer Price Index annually throughout the term of this Agreement unless the Municipalities and the Society agree otherwise in writing, or this Agreement is terminated. The annual budget shall divide among the Municipalities as follows:
 - i. In 2022-23 the Town of Oxford will provide funding in the amount of \$10,000.
 - ii. The Municipality of the County of Cumberland will provide funding in the amount of \$10,000 to cover the share that the Municipalities agreed would be requested of the Town of Parrsboro, such request not being made due to the dissolution of the Town.
 - iii. In 2022-23 the remaining budget amount of \$160,000 will be divided between the Town of Amherst and the Municipality of the County of Cumberland based on a weighted average basis with 50% of the weight being assigned to commercial assessment and 50% of the weight being assigned to population. This calculation shall not include the commercial assessment or

population of Parrsboro. Commercial Assessment and Population data related to Parrsboro will be accessed from PVSC and Statistics Canada for the Parrsboro sub-division.

- iv. The Town of Amherst will provide office space (Community Credit Union Business Innovation Centre) and accounting support in addition to the direct financial contribution. This in-kind contribution is valued at \$20,000 annually and its valuation will increase in line with the Consumer Price Index each year.
- v. Unless otherwise agreed upon by the parties in writing, it is understood and agreed that the Society will not now or at any time in the future hire existing or former staff of any of the Municipalities and that the Municipalities will not now or in the future hire any staff that the Society may employ or has employed.
- vi. This agreement shall be for 3 years. Discussion with respect to the renewal of this agreement or future agreements shall commence at least 18 months prior to the expiry of this agreement.
- vii. This Agreement will remain binding and in force until receipt of formal written notice by either of the Municipality or the Society. Notice to terminate the agreement will be given at least 12 months in advance.

6. Budget and Revenue

For all fiscal years after the initial year:

- a) The Liaison and Oversight Committee created pursuant to part 7 of this Agreement shall confirm to the Society the amount of revenue that will be received by the Society for the coming fiscal year by January 31st.
- b) On or before March 1st, the Board of Directors of the Society (the "Board") shall approve a budget and business plan for the Society for the coming fiscal year. The budget and business plan shall be submitted to the Liaison and Oversight Committee for their information.
- c) The budget shall include the anticipated Operating Costs, revenues, funding contributions from each of the Municipalities and all other sources, any deficit or surplus from the preceding fiscal year, and such other information as may be required from time to time.
- d) The budget shall be prepared in accordance with GAAP and FRAM, funding contracts and the Society's own financial policies.

7. Liaison and Oversight Committee

The Municipalities shall create and appoint members to a Liaison and Oversight Committee which shall consist of the Chief Administrative Officer of each of the Municipalities, or their designate and the Mayor of each municipality. One person shall be appointed by the Nova Scotia Department of Municipal Affairs, as a voting member; and one person appointed by the Nova Scotia Department of Labour and Advanced Education, as a non-voting member.

- a) The main functions of the Liaison and Oversight Committee shall be:
 - i. Strategic input to the Board – Providing advice and input to the Board to assist with its regional economic development strategy;
In January of each year a Strategic Planning Session will be held to review the Joint CED Strategy as well as emerging economic issues. This session will identify key priorities for each Municipality, and for the Connector, to work on in the subsequent year. Attendees will include:
 - Liaison and Oversight Committee Members
 - Additional councillor from each municipality
 - Executive Board Members of the Cumberland Business Connector
 - Municipal Business Development Officers
 - Connector CEO and Business Development Officer
 - ii. Accountability for outcomes – Ensuring that the Board achieves the goals it establishes in its regional economic development strategy;
 - iii. Financial Accountability – Ensuring that the Society has excellent financial management;
 - iv. Self-Governance – Ensuring that the Society follows and publishes its own rules of governance;

- v. Communication – Ensuring excellent communication, feedback and strong linkages between the Board, the Municipalities and the general public;
 - vi. Reviewing and recommending to the Municipalities the regional economic development strategy of the Society;
 - vii. Monitoring and evaluating the implementation of the regional economic development strategy; and
 - viii. Informing the Municipalities as to the outcomes of the recruitment and nominating process and the names of the new board members when changes occur.
- b) Members of the Liaison and Oversight Committee are responsible for:
 - i. Reporting on the Society’s progress to their respective Councils;
 - ii. Communicating their respective Councils’ thoughts on the Society’s progress to the Board;
 - iii. Communicating their respective Councils’ annual priorities to the Society annually for their planning process;
 - iv. Soliciting the approval of their respective Councils for continuation of funding to the Society.
 - c) The Liaison and Oversight Committee shall meet at-least twice a year with the Society Board on matters of governance.
 - d) The Liaison and Oversight Committee shall meet with the CAO of the Society at least 4 times per year on matters related to operations.
 - e) Decisions of the Liaison and Oversight Committee shall be made by consensus.
 - f) All meetings of the Liaison and Oversight Committee require a quorum consisting of three quarters (75%) of its total membership. If a quorum is not present, no business may be transacted at a meeting of the Liaison and Oversight Committee.
 - g) Expenses of the Liaison and Oversight Committee shall be provided by the Society as approved within the budget.

8. Communications with Municipalities

In addition to the communication responsibilities of the Liaison and Oversight Committee set out in Section 7, the Cumberland Business Connector society shall:

- a. Provide in-person updates to municipal Councils three times per year. This will focus on progress being made on the objectives listed in the regional Joint Community Economic Development Strategy. These will take place in April, October, and January. At least two of these updates will be presentations to the Joint Councils. One update will be presented to each council individually.
- b. Monthly written reports to be provided to council.
- c. A digital or printed copy of the Annual Report will be provided to each of the municipal councillors in June. Municipal councils are also invited to the Annual General Meeting in June.
- d. In order to ensure alignment of economic development work, the CEO will meet at least quarterly with:
 - i. Senior management and Economic Development staff at the Municipality of the County of Cumberland
 - ii. Senior management and Economic Development staff at the Town of Amherst
 - iii. The Oxford Community Economic Development Committee.

9. Audit Committee

- a) An Audit Committee shall be appointed annually by the Liaison and Oversight Committee and shall consist of the following members:
 - i. two Society Board members;
 - ii. the members of the Liaison and Oversight Committee; and
 - iii. the CEO (ex officio) of the Society.
- b) The Audit Committee shall be responsible for:
 - i. appointing the Auditor;
 - ii. conducting a detailed review of the financial statements of the Society with the Auditor on an annual basis;

- iii. evaluating the adequacy of the internal control systems of the Society;
 - iv. reviewing the conduct and adequacy of the audit;
 - v. investigating such matters arising out of the audit as may appear on the Audit Committee to require investigation;
 - vi. any other matters determined by the Liaison and Oversight Committee and the Board.
- c) In carrying out their duties, the Auditor and the Audit Committee shall have unrestricted access to all activities, records, property, and personnel of the Society.
 - d) The Audit Committee shall, on an annual basis, appoint a Chair and a Vice-Chair.
 - e) The Audit Committee Chair and Vice-Chair shall have written position descriptions.
 - f) The Audit Committee shall have written terms of reference that set out its roles and responsibilities.
 - g) The Audit Committee shall meet at least twice per year or as deemed necessary.
 - h) All meetings of the Audit Committee shall require a quorum of 50%. If a quorum is not present, no business may be conducted at the meeting.
 - i) Audit Committee members must be financially literate and at least one member must have accounting or related financial management expertise.
 - j) Members of the Audit Committee are independent from the external auditors.
 - k) The Audit Committee annually reviews its terms of reference and assesses its effectiveness in meeting the needs of the Board of Directors.
 - l) The external auditor reports directly to the Committee, not to Society management.
 - m) The Audit Committee must have an auditor independence policy and must pre-approve all non-audit services to be provided by the external auditor.
 - n) The Audit Committee shall meet from time to time with the external auditors without management present.
 - o) Decisions and recommendations of the Audit Committee will be made by consensus.
 - p) The Audit Committee shall review any proposed changes to the roles and duties of the organization's CEO or financial support person.
 - q) The Audit Committee has the authority to engage independent counsel and other advisors, with prior approval from the Board.

10. Board Recruitment

- a) Society commits to implementing a rigorous board recruitment process to include the following components:
 - a. A Nominating Committee will be established consisting of no more than 5 members consisting of both Society Board Members and persons with expertise from the Cumberland Region who are committed to a structured approach to board recruitment. Board recruitment and development are to be considered a year-round process.
- b) Position Descriptions for board members shall be established and should include:
 - i. Member's duties and responsibilities
 - ii. Qualifications Skill set requirements for a Member
 - iii. Authority of the Members
 - iv. General responsibilities of Members
 - v. Expected term of Members
 - vi. Time Commitment for a Member
 - vii. Legal responsibilities of a Member
- c) Recruitment of Candidates for Board Membership
 - i. Maintaining an ongoing data base of potential candidates through referrals or suggestions by colleagues or other Board Members.
 - ii. Development of a Board Member application available on-line to interested parties.
 - iii. Publicize for expressions of interest annually to encourage new member participation.
 - iv. Every effort must be made to ensure geographic representation from all of Cumberland County.
- d) Selection Process
 - i. Develop an application form for recruitment of Board Members to ensure consistent information.
 - ii. Screen the application based on the Society's requirements and level of commitment expressed.
 - iii. The screening process may include an interview component to ensure the applicant and organization fully understands each other and will be a good fit.

MEMORANDUM OF UNDERSTANDING (MOU)

Made in duplicate

BETWEEN **Town of Amherst**, a corporation under the laws of the Province of Nova Scotia, carrying out business at 98 Victoria Street East, Amherst, NS B4H 4A1, (the "TOA")

- AND -

Municipality of the County of Cumberland, a corporation under the laws of the Province of Nova Scotia, carrying out business at 1395 Blair Lake Road, RR6, Amherst, NS B4H 3Y4, (the "MCC")

(Collectively referred to as the "Parties")

WHEREAS the Parties have a common interest in the recruitment and retention of physicians in the Cumberland Region;

AND WHEREAS the Parties have a common interest in supporting the recruitment and retention of other allied medical professionals in the Cumberland Region;

AND WHEREAS the Parties are desirous of providing these services in a cooperative manner;

NOW THEREFORE TOA and MCC AGREE AS FOLLOWS:

GENERAL

1. This MOU applies to and for the benefit of TOA and the MCC;
2. The MOU will outline the various responsibilities for the TOA, MCC and Community Navigator position.
3. The TOA will be responsible for:
 - a. The hiring of the Community Navigator (CN) for a two-year term whom will provide Community Navigator services for the entire Cumberland Region, including all health care facilities within Cumberland County;
 - b. The CN will be a term employee of the TOA and subject to all usual TOA employees policies, procedures, etc.;
 - c. Provision of an office space, computer equipment, cell phone and other usual supplies / equipment provided by TOA;
 - d. The TOA, through the CN will provide the following specific community navigation services:

Recruitment

- Promote the Town of Amherst and Municipality of the County of Cumberland to healthcare professionals as a great place to live, work and play.
- Identify and attend recruitment events; support NS Health Authority recruiters by facilitating local tours for interested medical professionals.
- Organize and create promotional material, and community/facility profiles for our area.
- Coordinate activities that will complement existing recruitment and settlement programs.
- Maintain a continual positive social presence concerning physician recruitment.

Retention

- Establish and maintain connections with local physicians. Reach out to existing healthcare professionals in the region to discuss needs, gaps and challenges.
- Arrange and attend events for residents, medical students and newcomers such as dinners, outings, welcome events etc.
- Create opportunities for healthcare professionals to connect with other families / people in the area of similar interests.
- Participate in physician recognition events.
- Survey physicians on an annual basis – obtain recommendations, take action and follow-up.

Engagement and Community Navigation

- Facilitate the smooth transition of the provider and their families to the community; assist with identification of local resources which may include providing connections to community recreational activities, community clubs, support groups, religious facilities, housing supports, school officials etc.
- Participate in networking initiatives including participation in provincial/regional committees to identify common issues and solutions.
- Establish community connections: build and maintain relationships with government, businesses and community stakeholders to aid in achieving the goals of the recruitment and retention program.

FUNDING

4. Funding for the services will be as per the following formula:

- TOA 50%
- MCC 50%

5. Costs for the service are detailed in Schedule "A"

6. External funding opportunities will be pursued. Any additional funding will be used to offset the costs to the municipal units as per the above funding formula.

7. The CAO's may agree, in writing, to increase the budget to reflect the amount of any external funding obtained for specific projects at their sole discretion.

GOVERNANCE

8. This MOU and the Navigator Position will be governed by each municipalities CAO or designate.

9. The CAO's or designates will meet semi-annually to review the activities and governance of the MOU and associated services.

10. The CN will not perform any work for either party outside of the scope of this agreement.

REPORTING

11. The Community Navigator shall submit a monthly report to the Municipal CAO's.

12. It will be the responsibility of the CAO's to arrange for the distribution of the report to the respective Councils.

13. The Community Navigator will be available to present to the Councils and respond to questions with respect to the report if so requested by the Councils.

TERMINATION

14. This agreement is in effect for a period of 24 months from the hiring of the Community Navigator.

15. Should this agreement be terminated prior to 24 months; the terminating party shall be responsible for any costs of termination of employees resulting from the termination of this MOU on a basis pro rata to the funding formula set out in herein.

16. This agreement will be reviewed by the Parties 6 months prior to termination to determine the need / desirability and conditions of any extension of the MOU.

Town of Amherst:

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

David Kogon, MD
Mayor

Municipality of Cumberland:

Gregory D. Herrett, CPA, CA
Chief Administrative Officer

Murray Scott
Mayor

SCHEDULE "A"**Estimated Costs for Year One**

Salary	\$62,314	
Benefits (20%)	\$12,462	
Sub Total		<u>\$74,776</u>
Computer / Phone etc.	\$3,000	
Local Travel (within Cumberland)	\$3,000	
Meeting Expenses		\$3,000
Recruitment Travel		\$3,000
Meetings Travel (within NS)	\$2,000	
Promotional Material	\$6,224	
Advertisements	\$5,000	
Total		<u>\$100,000</u>

Estimated Costs for Year Two

Salary	\$65,981	
Benefits (20%)	\$13,196	
Sub Total		<u>\$79,177</u>

Local Travel (within Cumberland)	\$3,000	
Meeting Expenses		\$3,000
Recruitment Travel		\$3,000
Meetings Travel (within NS)	\$2,000	
Promotional Material	\$4,823	
Advertisements	\$5,000	

Total **\$100,000**

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Municipality of the County of Cumberland, a corporation under the laws of the Province of Nova Scotia, carrying out business at 1395 Blair Lake Road, RR6, Amherst, NS B4H 3Y4, (the "MCC")

- AND -

Cumberland Physician Recruitment Committee (CPRC)

- AND -

Cumberland Physician Retention and Appreciation Committee (CPRAC)

- AND -

Cumberland Health Professionals Recruitment and Retention Committee (CHPRRC)

(Collectively referred to as the "Parties")

WHEREAS the Parties have a common interest in the recruitment and retention of physicians in the Cumberland Region;

AND WHEREAS the Parties have a common interest in supporting the recruitment and retention of other allied medical professionals in the Cumberland Region;

AND WHEREAS the Parties are desirous of providing these services in a cooperative manner;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

GENERAL

1. The Community Navigator (CN) will provide physician and allied health care professionals recruitment and retention services as outlined in this MOU.
2. The CN will sit on the CPRC, CPRAC and CHPRRC.
3. The CPRC, CPRAC and CHPRRC will serve as consultative support for the CN for: (a) recruitment / retention initiatives advice, and (b) hands on support for work as requested and coordinated by the CN.
4. The CPRC, CPRAC and CHPRRC will continue to provide support to recruitment/retention work but will do so in coordination with the CN.
6. The TOA and MCC will be responsible for:
 - e. The hiring of the Community Navigator (CN) for a two-year term whom will provide Community Navigator services for the entire Cumberland Region, including all health care facilities within Cumberland County;
 - f. The CN will be a term employee of the TOA and subject to all usual TOA employees policies, procedures, etc.;
 - g. The TOA and MCC, through the CN will provide the following specific community navigation services:

Recruitment

- Promote the Town of Amherst and Municipality of the County of Cumberland to healthcare professionals as a great place to live, work and play.
- Identify and attend recruitment events; support NS Health Authority recruiters by facilitating local tours for interested medical professionals.
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- Participate in networking initiatives including participation in provincial/regional committees to identify common issues and solutions.
- Establish community connections: build and maintain relationships with government, businesses and community stakeholders to aid in achieving the goals of the recruitment and retention program.

FUNDING

7. The TOA and MCC will fund 100% of the cost of the service. The CN will be responsible to the TOA CAO on all budget matters.

8. External funding opportunities will be pursued. Any funding will be used to offset the costs to the municipal units as per the above funding formula.

9. The CAO's may agree, in writing, to increase the budget to reflect the amount of any external funding for specific projects at their sole discretion. This would include any additional funding provided by the CPRC, CPRAC and CHPRRC.

GOVERNANCE

10. The CM is an employee of the Town of Amherst, reporting to the CAO or designate, and is subject to all usual policies and procedures of the TOA.

REPORTING

11. The Community Navigator shall submit a monthly report to the Municipal CAO's.

TERMINATION

12. This agreement is in effect for a period of 24 months from the hiring of the Community Navigator.

13. This agreement will be reviewed by the Parties 6 months prior to termination to determine the need / desirability and conditions of any extension of the MOU.

Town of Amherst:

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

David Kogon, MD
Mayor

Municipality of Cumberland:

Gregory D. Herrett, CPA, CA
Chief Administrative Officer

Murray Scott
Mayor

Cumberland Physician Recruitment and Retention Committee:

Committee Chair

Cumberland Healthcare Professionals Retention Committee:

Committee Chair

SCHEDULE "A"

Estimated Costs for Year One

Salary	\$62,314	
Benefits (20%)	\$12,462	
Sub Total		<u>\$74,776</u>

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Benefits (20%)	\$13,196	
Sub Total		<u>\$79,177</u>

Local Travel (within Cumberland)	\$3,000	
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Promotional Material	\$4,823	
Advertisements	\$5,000	

Total \$100,000

5.8 Blaine Street and Ottawa Avenue Property Acquisitions

Moved By Councillor Davidson

Seconded By Deputy Mayor Christie

That the purchase of Blaine Street and Ottawa Avenue properties for a total price of \$90,000, plus applicable HST funded from the Capital Budget, be approved by Council, and that the Mayor and CAO be authorized to sign the Agreement of Purchase and Sale.

Further, that staff be directed to schedule and advertise a public hearing to close Blaine Street as required by the Municipal Government Act.

And further, that staff be directed to formalize and issue two Request for Proposals to sell both the consolidated Blaine Street property and Ottawa Avenue property separately and with conditions, with the RFP process determining the fair market value for the properties to be sold.

Motion Carried

AGREEMENT OF PURCHASE AND SALE VACANT LAND

The Purchaser, **THE TOWN OF AMHERST**, having inspected the property offers to buy from the Vendor, **JUNE NIXON**, lands at South Albion Street, Amherst, Nova Scotia (PID 25036195) and lands at Ottawa Avenue, Amherst, Nova Scotia (PID 25025040) at a Purchase Price of **NINETY THOUSAND ----- XX/100 Dollars (\$90,000.00)** subject to an adjustment for property taxes, and payable as follows:

1. This agreement shall be completed on or before the 24th day of June, 2022 (hereinafter called the Closing Date). Upon completion, possession of the property shall be given to the Buyer unless otherwise provided.
2. The conveyance of this property shall be by Warranty Deed, drawn at the expenses of the Purchaser, to be delivered on payment of the Purchase Price on the Closing Date. The said property is to be conveyed free from encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property and except as specifically set out herein.
3. All conveyances of real property in Canada are subject to the Harmonized Sales Tax hereinafter referred to as HST unless the conveyance is specifically exempt pursuant to the *Excise Tax Act*. The fact required to determine exemption from HST are entirely dependent upon the use of the property by the Vendor or the intention of the Vendor when the property was purchased and are therefore accordingly within the knowledge of the Vendor only. The Purchaser shall remit directly to Canada Revenue Agency any HST payable on closing or provide to the Vendor an HST Certificate establishing that the Purchaser is registered for HST pursuant to the Harmonized Sales Tax Act.
4. The Vendor, at the expense of the Purchaser, agrees to convert the property title to the Land Registration System at least seven (7) days prior to the closing. The Vendor shall notify the Buyer, as soon as practical, that the property has been converted to the Land Registration System. After notification, the Purchaser is allowed five (5) business days to investigate the title to the property, which the Purchaser shall do at the Purchaser's expense. If within that time frame any valid objection to title is made, in writing, to the Vendor and which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall be null and void and the deposit herein shall be returned to the Purchaser, and without liability by the Vendor for any expenses incurred or damages sustained by the Purchaser. At the time of notifying the Buyer that the property has been converted to the Land Registration System, the Seller shall provide to the Buyer:

- (i) the applicable PID(s) for the property after the date of conversion;
- (ii) a copy of any applicable restrictive covenants;
- (iii) that portion of any approved plan applicable to the property.

5. Terry Farrell, of Creighton Shatford, will be the solicitor for the transaction.
6. Any tender of documents or money may be made or tendered by bank draft or certified cheque.
7. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. This agreement is to be read with all changes of gender or number required of the context.

DATED this _____ day of June, 2022

TOWN OF AMHERST

Witness

David Kogan, MD
Mayor

Witness

Jason MacDonald, MCIP, LPP Chief
Administrative Officer

The Vendor accepts the above offer at on this _____ day of June, 2022

Witness

JUNE NIXON

6. INTERNAL COMMITTEE REPORTS

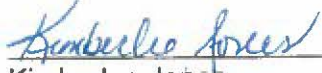
- 6.1 **Planning Advisory Committee**
Information item; no direction given or action required.
- 6.2 **Amherst Board of Police Commissioners – No Report**
- 6.3 **Audit Committee – No Report**
- 6.4 **Amherst Youth Town Council**
Information item; no direction given or action required.
- 6.5 **Accessibility Advisory Committee – No Report**
- 6.6 **Inclusion Diversity and Equity Committee**
Information item; no direction given or action required.

7. EXTERNAL COMMITTEE REPORTS

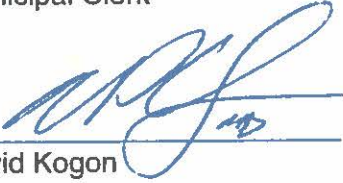
- 7.1 **Cumberland Public Libraries**
Information item; no direction given or action required.
- 7.2 **Cumberland YMCA**
Information item; no direction given or action required.
- 7.3 **Northern Region Solid Waste**
Information item; no direction given or action required.
- 7.4 **L. A. Animal Shelter**
Information item; no direction given or action required.
- 7.5 **Senior Safety**
Information item; no direction given or action required.
- 7.6 **Inter Municipal Tourism – No Report**
- 7.7 **Poverty Reduction**
Information item; no direction given or action required.
- 7.8 **Municipal Alcohol Project – No Report**

8. **ADJOURNMENT**
Moved By Councillor Landry
Seconded By Deputy Mayor Christie
To adjourn the meeting.

Motion Carried



Kimberlee Jones
Municipal Clerk



David Kogon
Mayor