

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: September 23, 2024
Time: 6:00 pm
Location: Council Chambers, Town Hall

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

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

1. CALL TO ORDER

Mayor Kogon called the meeting to order.

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

3. APPROVAL OF AGENDA / ACCEPTANCE OF MINUTES

3.1 Approval of Agenda

Moved By Councillor Baker

Seconded By Councillor Emery

To approve the agenda as circulated.

Motion Carried

3.2 Acceptance of Minutes

3.2.1 June 24, 2024 Regular Meeting

The Mayor called for any errors or omissions. There being none, the minutes of the June 24, 2024 regular meeting were approved as circulated.

3.2.2 August 12, 2024 Special Meeting

The Mayor called for any errors or omissions. There being none, the minutes of the August 12, 2024 special meeting were approved as circulated.

3.2.3 September 5, 2024 Public Hearing

The Mayor called for any errors or omissions. There being none, the minutes of the September 5, 2024 public hearing were approved as circulated.

4. PRESENTATIONS

4.1 Jim and Debbie Lowther / Amherst Armouries

The presenters were not in attendance.

5. REQUESTS FOR DECISION

5.1 9 LaPlanche Street Development Agreement Second Reading

Moved By Councillor Davidson

Seconded By Councillor Landry

That Council give Second Reading of the development agreement for 9 LaPlanche Street.

Motion Carried

Case No: DA-2024-XX

This Agreement made this _____ Day of _____ 2024.

Between:

Owner of property located at 9 LaPlanche Street [PID 25022872, 25022922, and 25005828], 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 RP-9 of the Municipal Planning Strategy of the Town of Amherst, to renovate an existing building to include six new apartment units on property located at 9 LaPlanche Street [PID 25022872, 25022922, and 25005828

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 ___ Day of _____ 2024, 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 Location Map

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 plan shown on Schedule B attached.
- 2) That the Owner may construct three 6 apartment units on the second and third floors of the existing building, subject to Schedules A and B attached.
- 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 AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD, Mayor

Jason MacDonald, MCIP, LPP, CAO

FOR THE OWNER

Jeanault Lasnier
Camaleon Holdings

Schedule A**9 LaPlanche Street, PID 25022872, 25022922, 25005828 - Development Agreement****Terms and Conditions:****1. USE OF LAND AND BUILDINGS**

- 1.0 The use of the property shall be limited to ground floor commercial uses six (6) apartment units within the second and third floors of an existing building located on property shown on Schedule 'B'.
- 1.1 The ground floor of the building will not contain residential uses except for access to the upper floors.
- 1.2 Prior to issuance of a Building Permit, the Owner shall submit construction drawings as required by the Building Code to the satisfaction of the Building Inspector.
- 1.3 The Owner shall be responsible for ongoing compliance with the Town of Amherst Solid Waste Bylaw, including but not limited to, maintenance of solid waste containment where located outside the building.

2. GENERAL REQUIREMENTS

- 2.1 The Owner shall keep the Lands and building 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 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 2.3 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties or streets.
- 2.4 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste, and taking all reasonable measures to minimize dust.
- 2.5 Accessory buildings may be permitted on the Lands in accordance with the Town of Amherst Land Use Bylaw.

Schedule B

9 Laplanche Street (PID 25022872, 25022822, 25005828)



**5.2 Bell Mobility Tower Lease
Moved By Councillor Chambers
Seconded By Councillor Emery**

That Council approve the lease agreement as attached between Bell Mobility Inc. and the Town of Amherst and authorize the Mayor and CAO to sign on behalf of the Town.

Motion Carried

**5.3 Havelock / Victoria Street Intersection Traffic Signals
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Chambers**

That Council approve removing the traffic signals from the intersection of Victoria Street and LaPlanche Street and installing the appropriate signage for an all way (4-way) stop intersection, and further that Council direct staff to investigate accessibility options for cross walk signals at the intersection of Havelock and Victoria Street.

**Motion Carried 6-1
Councillor Baker NAY Vote**

**5.4 Tax Collection Policy Amendments
Moved By Councillor Landry
Seconded By Deputy Mayor Fawthrop**

That Council approve the proposed amendments to the renamed Revenue Collection Policy # 3800-07.

Motion Carried

**TITLE: TAX REVENUE COLLECTION POLICY
SECTION: FINANCIAL MANAGEMENT
POLICY NO: 03800-01**

APPROVAL DATE: _____ CAO Signature: _____

POLICY STATEMENT

To establish a policy for effective and efficient collection of tax and other accounts receivable.

PURPOSE:

To set out policy and guidelines for the collection of all outstanding taxes due to the Town of Amherst in accordance with the provisions of the *Municipal Government Act, S.N.S., 1998, c.18, Part VI, "Tax Collection"*.

The purpose of the Revenue Collection Policy is to:

1. Ensure municipal tax revenues are collected in a timely and effective manner;
2. Ensure that all taxpayers are treated fairly and equitably; and,
3. Provide staff with guidance for informed and sustainable decision making, consistent with organizational values of excellence and fiscal responsibility.

1. BILLINGS, NOTICES AND REMINDERS

1. Under the adoption of a resolution by Council each year, interim tax bills may be issued. **The town will issue an interim tax bill each year.** They are to be calculated in accordance with the Town's Instalment Billing Policy, #03800-03.
2. Following the setting of the tax rate, final tax bills shall be issued, due no earlier than 30 days from the date of issue.
3. ~~At Council's discretion and following the setting of the tax rate, tax bills may be issued once during the year.~~
4. Statements of account shall be issued periodically throughout the year for all amounts due. ~~and shall contain either of the following headings:~~
 - (a) ~~Reminder - Overdue Account~~
 - (b) ~~Tax Sale Warning~~
5. Discretion is exercised by the person fulfilling the duties of ~~Tax Collector~~ **Revenue Officer**, who may suppress the dispatch of notice on certain accounts because of special circumstances or smallness of balance. ~~As a general rule, however, all procedures will be followed right up to an actual Tax Sale if the arrears are \$100 or more. (With this first notice of intended sale, there is some benefit in mailing notices to property owners owing less than \$100 in an endeavour to induce payment to clear accounts.)~~

2. COLLECTION LIMIT

If the amount of taxes, including interest, is below one hundred dollars (\$100.00), then, in accordance with Section 134(4)(b) of the *Municipal Government Act*, the property shall ~~may~~ not be put up for tax sale.

3. PRELIMINARY TAX SALE NOTICE

The time period for payment of overdue taxes to be set forth in the preliminary notice described in Section 138 of the *Municipal Government Act* shall be ~~extended from 14 days to 21 days~~ **between 14 and 21 days.**

4. FEE FOR EXECUTION OF WARRANT

~~The person executing a warrant is entitled to be reimbursed in the amount of 30% of the total collected.~~
In the event that services of an outside agency are used, staff are authorized to pay the fee charged by that agency for execution of the warrant.

5. FEE FOR ISSUING OF TAX DEEDS

Deeds for property purchased at tax sales shall be prepared and registered by the Town Solicitor and it shall be the responsibility of the purchaser to refund the Town for the full cost of having the deed prepared and registered, in accordance with Section 155 of the *Municipal Government Act*.

6. SURVEYS FOR PROPERTIES TO BE SOLD AT TAX SALE

Included in the documentation of the tax sale file shall be the PID number and map showing the location of the property and its boundaries, and any buildings that appear on the property. This policy shall permit the Treasurer, if he or she deems it necessary, to engage a survey firm to perform work on a property which may include a survey of the property which has been sold or will be sold at tax sale. In exercising this discretion, the Treasurer shall take into account the work to be performed by a survey firm in relation to the overall benefit to the Town and all of the circumstances of the particular case.

7. TAX CERTIFICATES

The fee for a Tax Certificate shall be **set out in the User Fee Policy # 03470-03.** ~~the sum of Fifty Dollars (\$50.00) for each certificate. There shall be only one certificate for each property.~~

8. INTEREST ON ALL TOWN OVERDUE ACCOUNTS

Simple interest at the rate of one percent (1%) per month, **twelve percent (12%) per annum**, shall be added to each account for which taxes **or charges** have not been paid in full by the due date.

9. INTEREST ON OVERPAYMENTS/APPEALS

Where an overpayment of taxes has been made, or where an assessment appeal is pending, the Town shall pay interest on the excess taxes paid at the rate of 0% per annum from the date of overpayment.

(For greater clarity, Section 114(1) of the *Municipal Government Act* states: "Taxes on property may be collected or recovered even if the assessment of the property is under appeal.")

10. TAX ARREARS PAYMENT ARRANGEMENTS

The Town of Amherst hereby delegates to the Treasurer **or a person whom the Treasurer delegates**, the power to enter into tax arrears payment agreement with the taxpayer, pursuant to Section 134(4)(3)-(e) of the *Municipal Government Act*. ~~Such payments shall be made in accordance with the Tax Collection Procedures adopted by Council.~~

11. MISCELLANEOUS ACCOUNT ADJUSTMENTS/WRITE OFFS

Principal and interest amounts totalling \$250 or less can be written off for miscellaneous accounts (excluding taxes, water and sewer) receivable at the discretion of the CAO upon recommendation from the Treasurer after 120 days.

No account will be considered for write off unless:

1. All reasonable efforts have been exhausted by staff in its collection.
2. The internal and external costs to pursue collection of an account would reasonably be expected to exceed the amounts to be successfully collected.
3. Where a customer has been discharged from their responsibilities under bankruptcy
4. Where the customer cannot be located, despite reasonable efforts to do so.

12. MISCELLANEOUS ACCOUNT INTEREST – OTHER GOVERNMENTAL AGENCIES

Any miscellaneous receivable interest charges may be reversed for other municipalities and federal or provincial government agencies, where payment may be late but ultimately paid in a reasonable amount of time at the discretion of the CAO upon recommendation from the Treasurer.

13. OTHER

~~All other tax collection activities shall be performed in accordance with the **Guide to Part VI of the Municipal Government Act – Tax collection**, prepared by Service Nova Scotia and Municipal Relations, as amended from time to time.~~

14. REPEAL

~~All existing tax collection and tax sale policies and procedures and amendments thereto are hereby repealed and this policy substituted therefore.~~

Title/Role	Responsibilities
Director of Finance	Ensure policy content is relevant and accurate. Ensure policy is being followed by staff.
Employees	Notify their manager of changes to be considered in the policy or if the policy becomes out of date or obsolete. Ensure policy is being followed.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Policy review – update wording, clarify interest calculations and add miscellaneous account adjustments	Manager of Financial Services	Council	

Minutes Reference Dates: 24 February 2003; 19 December 2005; 6 April 2009

5.5 Capital Budget Amendment Purchase of New Loader

Moved By Councillor Baker

Seconded By Councillor Emery

That Council amend the 2024/25 General Capital Budget to include \$331,00 for the purchase of an Articulated Wheel Loader, and further, the contract to supply the Loader be awarded to Brandt Tractor Ltd. in the amount of \$314,400 plus applicable taxes.

Motion Carried

5.6 Year End Capital Financing Adjustments

Moved By Councillor Emery

Seconded By Councillor Chambers

That Council approve the following change to the funding for the 2023/24 Water Capital Budget:

- Approval of the increase of Water Operating capital from revenue from \$40,000 to \$170,000.

Motion Carried

5.7 Year End Operating Reserve Transfer to General Operating - Solid Waste Deficit

Moved By Councillor Davidson

Seconded By Councillor Chambers

That Council approve the following transfer from the Operating Reserve to General Operating:

- Withdraw from the Operating Reserve – Reserve for Solid Waste of \$599.80 to fund the deficit in the Solid Waste department for the 2023/24 fiscal year.

Motion Carried

5.8 Capital Budget Amendment Amherst Fire Fighters Association

Moved By Councillor Landry

Seconded By Councillor Emery

That Council approve an amendment to the 2024/25 general capital budget in the amount of up to \$23,000 for the purchase of self-contained breathing apparatus cylinders, and \$27,000 for a combination rescue / extrication tool for a mini rescue / extrication cutter, to be funded by the Amherst Fire Fighters Association.

Motion Carried

5.9 2023/2024 Consolidated Financial Statements

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Chambers

That Council accept the recommendation of the Audit Committee and approve the Town of Amherst Consolidated Financial Statements for the year ended March 31, 2024, which have been audited by the firm McIsaac Darragh Inc.

Motion Carried

5.10 Appointment of Auditor

Moved By Councillor Emery

Seconded By Councillor Baker

That Council appoint McIsaac Darragh Inc. as the municipal auditor for auditing services for the 2024/25 fiscal year as recommended by the Town of Amherst Audit Committee.

Motion Carried

6. INTERNAL COMMITTEE REPORTS

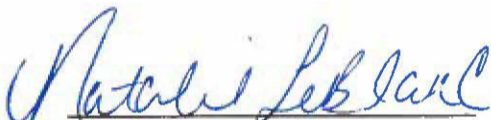
- 6.1 **Planning Advisory Committee - Chambers**
Information item only; no direction given or action required.
- 6.2 **Amherst Board of Police Commissioners - Davidson**
Information item only; no direction given or action required.
- 6.3 **Audit Committee - Fawthrop**
Information item only; no direction given or action required.

7. EXTERNAL COMMITTEE REPORTS

- 7.1 **Cumberland Public Libraries - Fawthrop**
Information item only; no direction given or action required.
- 7.2 **Cumberland YMCA - Fawthrop**
Information item only; no direction given or action required.
- 7.3 **Northern Region Solid Waste Management - Baker**
Information item only; no direction given or action required.
- 7.4 **L. A. Animal Shelter - Fawthrop**
Information item only; no direction given or action required.
- 7.5 **Municipal Alcohol Project - Emery**
Information item only; no direction given or action required.

8. ADJOURNMENT

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


Natalie LeBlanc
Municipal Clerk

David Kogon, MD
Mayor

WIRELESS TELECOMMUNICATIONS LEASE – TOWER

THIS LEASE made this ____ day of _____, 2024.

IN CONSIDERATION of the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant covenant and agree as follows:

1. **DEMISE.** The Landlord, who is the party signing this Lease as Landlord, is the registered owner of the property municipally known as McCully Street, Amherst, Nova Scotia, which is more particularly described in Schedule "A" attached (the "Property"), and leases to the Tenant any portion of the Property outlined in heavy black ink on the plan(s) attached as Schedule "B" (the "Leased Premises"), for the Tenant's, its agents', employees', contractors', assignee's and sublessee's exclusive use as described under this Lease, in consideration of the rents, covenants and agreements set out under this Lease.

2. **USE.** The Tenant is permitted to install, connect, attach, use, operate, repair, reconfigure, supplement, replace and maintain on the Leased Premises a telecommunication tower, equipment shelter(s), cabinets, poles, pedestals, concrete foundations, all necessary cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, antennas, antenna mounts and any other related equipment or attachments (collectively, the "Equipment") for the provision of wireless telecommunication services. The Landlord covenants and agrees that the Tenant shall have the further right to use and maintain the existing access road to the Leased Premises, which access road forms part of the Leased Premises as set out in Schedule "B" to this Lease.

The Tenant shall be permitted, during construction, installation, reconfiguration, attachment and replacement of the Equipment, to occupy an area outside the Leased Premises for such purposes, and, if necessary, such area shall be repaired at the Tenant's expense to the reasonable satisfaction of the Landlord.

3. **TERM.** The term of this Lease (the "Term") shall be for five (5) years, commencing on May 1, 2025 (the "Commencement Date"), and expiring on that date which is five (5) years following the Commencement Date, unless the Term is extended in accordance with Section 5 of this Lease.

4. **RENT.** During the Term, the Tenant shall pay to the Landlord rent as set forth in Schedule "C" attached (the "Rent"), plus any Sales Taxes (as defined in this Section) which it is required to pay by law. The Landlord confirms that its HST (as defined in this Section) number is 108124694 RT0001, and acknowledges and agrees that notwithstanding the forgoing or anything else contained in this Lease, the Tenant's obligation to pay to the Landlord any goods and services tax or harmonized sales tax in addition to Rent is conditional upon such HST number being valid and correct. "Sales Taxes" means all goods and services, business transfer, multi-stage sales, sales, use, consumption, harmonized, value-added or other similar taxes imposed by any federal, provincial or municipal government upon the Landlord or the Tenant in respect of this Lease, or the amounts payable by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the rental of the Leased Premises and the provision of administrative services to the Tenant hereunder and includes, without limitation, the goods and services tax, the Quebec sales tax, and any harmonized sales tax ("HST").

The Landlord and the Tenant agree that all amounts owed by the Tenant to the Landlord pursuant to this Lease shall be paid by electronic funds transfers ("EFT"). Upon request by the Tenant, the Landlord agrees to provide the Tenant with all necessary information in order to effect an EFT to the Landlord.

5. **OPTION TO EXTEND.** The Landlord grants and agrees that the Term of this Lease may be extended by three (3) successive five (5) year terms (each of such terms being referred to as an "Extended Term") on the same terms and conditions except for the Rent, which shall be the pre-negotiated Rent set out in Schedule "C" to this Lease. Unless the Tenant provides the Landlord with written notice of its intention not to extend this Lease at least sixty (60) days prior to the expiration of the Term or the then current Extended Term, as the case may be, this Lease shall automatically extend for an Extended Term.

6. **ADDITIONAL TAXES.** The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term or Extended Term (if applicable), by a governmental authority (collectively, the "Taxes") in respect of the privileges granted under this Lease provided that: (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant's use of the Leased Premises or the presence of the Equipment at the Leased Premises; and (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the "Taxes Notice"), which Taxes Notice shall be delivered to the Tenant no later than thirty

(30) days following the date the Landlord receives notification from any governmental authority advising of any Taxes. If the Landlord fails to deliver the Taxes Notice within such thirty (30) day period, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes. The Tenant shall have the right, at the Tenant's sole cost and expense, to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease. In the event the Tenant intends to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease, the Landlord shall, at the Tenant's sole cost and expense: (i) cooperate with the Tenant; and (ii) execute such documentation as required by the Tenant, in the Tenant's reasonable opinion; to enable the Tenant to contest such Taxes.

7. **ELECTRICITY.** The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. The costs of any electricity consumption associated with the operation of the Equipment shall be allocated in accordance with a separate meter installed on the Property, with direct invoices being sent to the Tenant from the local electrical company.

8. **ACCESS.** The Landlord grants to the Tenant, its agents, employees and contractors, unrestricted and direct access to the Property and the Leased Premises, 24 hours a day, 7 days a week at no additional cost to the Tenant ("24/7 Access"). The Landlord acknowledges that 24/7 Access is critical to the Tenant and its business operation.

To the extent applicable, the Landlord shall provide the Tenant with three (3) copies of any access cards, key fobs and keys required to access the Property and Leased Premises, at no cost to the Tenant. The Landlord agrees that the Tenant may install a lock box at a location on the Property for the purposes of securing at least one (1) set of access devices. For clarification purposes, the Landlord shall permit the Tenant, its agents, employees and contractors unrestricted and direct access to the Property and Leased Premises, in advance of any construction and/or installation of the Equipment, for the purpose of inspecting and satisfying itself, at its own expense, as to condition of the Property taking into consideration the intended use of the Leased Premises, provided the Tenant makes good, at the Tenant's cost and expense, any damage caused by any tests or inspections, reasonable wear and tear excepted.

9. TENANT'S WORK.

(a) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and the Tenant shall have the right to remove the Equipment from the Leased Premises at any time from time to time by the Tenant during the Term or any Extended Term (if applicable), provided the Tenant makes good, at the Tenant's cost and expense, any damage caused by such removal, reasonable wear and tear excepted.

(b) The Tenant may make any alterations and/or improvements to the Equipment or the Leased Premises during the Term or any Extended Term (if applicable) without requiring the Landlord's consent ("Alterations"). Alterations may include, but are not limited to, the expansion, reconfiguration or replacement of the existing telecommunication tower, the expansion, reconfiguration or replacement of existing, or the addition of new, equipment shelter(s), cabinets, antennas, antenna mounts, apparatus, fixtures, cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, attachments or any other Equipment required by the Tenant, provided the Tenant makes good, at the Tenant's cost and expense, any damage caused by the Alterations, reasonable wear and tear excepted. In the event that any Alteration to the Equipment or the Leased Premises materially moves the location(s) of the Equipment in the Leased Premises (including any material update to the location of cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring) or materially changes the type of Equipment in the Leased Premises, the plan(s) set out in Schedule "B" may be substituted with new plans delivered by the Tenant to the Landlord (the "New Plans"), and the New Plans shall be deemed to form part of this Lease.

10. **TERMINATION.** Notwithstanding any other provisions of this Lease, the Tenant shall have the right, in its sole discretion, at any time during the Term or any Extended Term (if applicable), to terminate this Lease by giving thirty (30) days prior written notice to the Landlord, however, the Tenant shall comply with the obligations regarding restoration in Section 11 of this Lease. In the event of such termination, the Landlord shall refund pro-rata the portion of the Rent (plus any Sales Taxes), if any, accruing due after the date of termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

11. **RESTORATION.** Upon expiration or early termination of this Lease, the Tenant shall remove the Equipment from the Leased Premises

within a reasonable time, and the Tenant shall make good, at the Tenant's cost and expense, any damage caused by such removal, reasonable wear and tear excepted (the "Restoration Obligations"). Notwithstanding the Restoration Obligations or anything else contained in this Lease, to the extent applicable, the Tenant shall not be required to remove any cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, conduits, or concrete foundations.

12. INSURANCE AND INDEMNITY. The Tenant shall, during the Term and any Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to its use and occupancy of the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than two million dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of not less than two million dollars (\$2,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the negligence or wilful misconduct of the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any claim, damage, loss, injury or death which results from the acts or omissions of the Landlord, its employees, agents, contractors or those whom it is responsible in law. In no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

13. ENVIRONMENTAL. The Landlord warrants, to the best of its knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the *Environmental Protection Act*, (Ontario), or the equivalent Act in the province within which the Property is located (the "Contaminants"). If Contaminants that are not in compliance with Laws ("Contaminants Not In Compliance") are discovered on the Leased Premises by the Tenant during the Term or any Extended Term (if applicable), the Landlord shall remove such Contaminants Not In Compliance, at its expense, and indemnify and hold the Tenant harmless from any liability arising from the presence such Contaminants Not In Compliance on the Leased Premises.

14. INTERFERENCE. The Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Property ("Interference"). The Landlord shall ensure that prior to any third party telecommunication provider installing telecommunications equipment on the Property, subsequent to the installation of the Equipment, that such third party telecommunication provider shall co-ordinate its installation with the Tenant according to the Tenant's standard collocation procedures and conditions, to ensure there is no Interference and to ensure that the Tenant's quiet enjoyment of the Leased Premises is protected.

15. ASSIGNMENT. The Tenant shall be permitted to assign, sublet or license the whole or any part of this Lease, the Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee. The Landlord shall not be permitted to assign or transfer this Lease in any manner whatsoever, without the prior written consent of the Tenant to any such assignment or transfer (which prior written consent may be unreasonably withheld by the Tenant), except that the Landlord may assign or transfer this Lease without the prior written consent of the Tenant, if such assignment or transfer is a result of a sale of the Property and the purchaser of the Property agrees to assume all of the Landlord's rights and obligations under this Lease. The Tenant shall not have any obligation to direct or otherwise pay Rent to any party other than the Landlord, unless such party is an assignee of the Landlord as permitted by this Section.

16. GENERAL.

- (a) The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord, provided the Tenant has not been in default of any obligation under this Lease beyond any applicable cure periods provided in this Lease or at law.
- (b) The Landlord, at the Tenant's expense, shall co-operate with the Tenant in obtaining all necessary consents from any governmental authorities having jurisdiction with respect to the installation, operation or maintenance of the Equipment and will execute all necessary consents or authorizations.
- (c) The Tenant shall use of the Property pursuant to this Lease, and the Landlord shall maintain the Property, in compliance and conformity with the requirements of all applicable Laws. "Laws" means every statute, law, by-law, regulation, ordinance, requirement, codes and order from time to time or at any time in force during the Term and any Extended Term (if applicable) affecting in any way the Property or its condition, maintenance, use or occupation, as any of the foregoing may be interpreted and applied from time to time by courts or other tribunals of competent jurisdiction.
- (d) If the Tenant overholds the Leased Premises beyond the Term or any Extended Term (if applicable), the Tenant may continue such

overholding as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.

- (e) The Tenant is entitled to register a notice of this Lease on title to the Property in order to show its interest under this Lease and, to the extent not already provided under this Lease, the Landlord shall provide the Tenant with a legal description of the Property for such registration. Upon the request of the Tenant, the Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.
- (f) Any notice to be given under the terms of this Lease shall be in writing and shall be sufficiently given if delivered personally or by courier to the party for whom it is intended, sent by facsimile to the party for whom it is intended, or, if mailed, postage prepaid, by registered mail addressed to the party for whom it is intended. The facsimile numbers and the addresses for notice are set forth for each party below.

In the case of the Landlord to:

Town of Amherst
98 Victoria Street East
 Amherst, Nova Scotia
 B4H 1X6

Attention: Chief Administrative Officer
 Facsimile: 902-667-5409

In the case of the Tenant to:

BELL MOBILITY INC
 1 Carrefour Alexander-Graham-Bell
 Building B - 3
 Verdun, Quebec
 H3E 3B3

Attention: Real Estate Services
 Email: bmresi@bell.ca
 Telephone: 1-800-707-6485

Either party to this Lease may change its address for notices or facsimile number by notice to the other party in accordance with the provisions of this Section. Any notice delivered personally, by courier or registered mail shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice sent by facsimile, shall be deemed to have been given upon the date receipt by facsimile is confirmed, provided, however, if receipt is confirmed after 5:00 p.m. or on a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next business day.

- (g) Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility's Landlord Relations Specialists may be reached by the Landlord during business hours for questions or concerns related to this Lease at 1-800-667-5263 (for Central Region & Western Region), 1-800-707-6485 (for Eastern Region and Atlantic Region) or at bmresi@bell.ca. Furthermore, without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility's network operations control centre can be reached by the Landlord 24 hours a day at 1-866-670-6622 to report power outages, hazardous conditions or emergencies at the Property.

Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, the Landlord can be reached by the Tenant 24 hours a day for questions or concerns related to this Lease at 902-667-3352 or info@amherst.ca.

- (h) The Landlord represents and warrants to and in favour of the Tenant that:
 - (i) neither the entering into nor the delivery of this Lease nor the completion by the Landlord or the Tenant of the transactions contemplated under this Lease will conflict with or constitute a default under or result in a violation of, or require a consent of anyone under any agreement to which the Landlord is a party or by which the Landlord or the Leased Premises or Property is bound; and
 - (ii) the Landlord has the good right, full power and absolute authority to enter into this Lease and grant this Lease and all of the rights hereunder to the Tenant.

The Landlord shall indemnify the Tenant with respect to all claims, actions, damages, liabilities and expenses in the connection with any breach of the representations or warranties in this Subsection, and the Landlord agrees to be liable for and to pay all costs, claims, damages

and expenses to the Tenant associated with any breach of the representations or warranties in this Subsection.

TOWN OF AMHERST (Landlord)

- (i) If a matrimonial home is located on the Property, Landlord's spouse hereby consents to this Lease.
- (j) This Lease shall be binding upon and shall enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

Per: _____
 Name:
 Title:

- (k) Except for the obligation to make payments or advance funds when due hereunder, which may not be claimed as force majeure by any party, the obligations of the parties shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation: (i) labour disputes (however arising and whether or not employee demands are reasonable or within the power of the party to grant); (ii) acts of God; (iii) laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity; (iv) judgments or orders of any court; (v) inability to obtain on reasonably acceptable terms, or unreasonable delays in obtaining, any public or private license, permit or other authorization; (vi) acts of war or conditions arising out of or attributable to war, whether declared or undeclared; (vii) riots, acts of terrorism, civil strife, insurrection or rebellion; (viii) fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; (ix) delay of failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labour, transportation, materials, machinery, equipment, supplies, utilities or services; (x) accidents; (xi) power failure; (xii) breakdown of equipment, machinery or facilities; (xiii) actions by native rights groups, environmental groups or other similar special interest groups; or (xiv) any other cause, whether similar or dissimilar to the foregoing that is beyond the reasonable control of the affected party. The time for performance of all obligations hereunder (except for the obligation to make payments or to provide funds when due) shall be extended for a period equivalent to any period(s) of force majeure, as described above. A party that claims force majeure shall promptly notify the other party and shall: (a) take all reasonable steps to remove or remedy the cause of the prevention or delay insofar as the party claiming force majeure is reasonably able to do so and as soon as reasonably possible; and (b) use commercially reasonable efforts to mitigate any effect which an occurrence of an event of force majeure might have on the performance of such party's obligations under this Lease.

Per: _____
 Name:
 Title:

I/We have authority to bind the corporation.

BELL MOBILITY INC. (Tenant)

- (l) The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the Landlord and the Tenant. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure.

Per: _____
 Name: Chantal Desjardins
 Title: Senior Manager, Real Estate Services

I have authority to bind the corporation.

Furthermore, the Landlord shall not be permitted to mandate or engage the services of a third party save for an Authorized Representative, for the purposes of any negotiation whatsoever regarding the present Lease or the Leased Premises (including, without limitation, the payable rent for any renewal or extension period), without obtaining the prior written consent of the Tenant to any such mandate (which prior written consent may be withheld by the Tenant at its sole discretion). For greater certainty, only the Landlord, its officers, a duly licensed broker or a duly licensed attorney at law (collectively, the "Authorized Representatives") may negotiate terms or conditions regarding the present Lease with the Tenant.

- (m) This Lease contains the entire agreement between the parties with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the Landlord and the Tenant. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.
- (n) The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.
- (o) This Lease shall be governed by and construed in accordance with the laws of Canada and the Province within which the Property is located.
- (p) The Landlord and the Tenant acknowledge and agree that Schedules "A", "B" and "C" as attached shall form part of this Lease.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date on the first page of this Lease.

SCHEDULE "A"

LEGAL DESCRIPTION OF PROPERTY

Engineering Code: J0665
Municipality: Amherst
Province: Nova Scotia

Legal Description:

Parcel Identifier: PID 25024639

All that lot of land situate at Amherst, in the County of Cumberland, Province of Nova Scotia, shown as Lot AMH on plan entitled "Plan of Survey Showing Lot AMH (Leased) and Access Easement Over Lands of The Town of Amherst" and dated March 30, 2005 by E.C. Keen, N.S.L.S., the said lot of land being more particularly bounded and described as follows:

BEGINNING at a survey marker set at the west corner of the lot of land herein described. Said survey marker being distant 289.153 meters on a bearing of 65 degrees 49 minutes 30 seconds from Nova Scotia Co-ordinate Monument #24021;

THENCE 31 degrees 08 minutes 00 seconds a distance of 24.000 meters along lands of the Town of Amherst to a survey marker;

THENCE 121 degrees 08 minutes 00 seconds a distance of 24.000 meters along said lands of the Town of Amherst to a survey marker;

THENCE 211 degrees 08 minutes 00 seconds a distance of 33.121 meters along said lands of the Town of Amherst to a survey marker;

THENCE 321 degrees 56 minutes 30 seconds a distance of 25.675 meters along said lands of the Town of Amherst to the point of beginning.

Said lot of land containing 538.430 square meters and being a portion of lands conveyed to the Town of Amherst by deed recorded at the Registry of Deeds, for the County of Cumberland in Book 420, Page 837.

All bearings referable to Grid North, Nova Scotia Co-ordinate System, Zone 5, Central Meridian 64 degrees 30 minutes West, 1979 adjustment.

SCHEDULE "A" CONTINUED

All that area of land situate at Amherst, in the County of Cumberland, Province of Nova Scotia, shown as Access Easement on plan entitled "Plan of Survey Showing Lot AMH (Leased) and Access Easement Over Lands of The Town of Amherst" and dated March 30, 2005 by E.C. Keen, N.S.L.S. the said area of land being more particularly bounded and described as follows:

BEGINNING at a point on the western boundary of McCully Street at the eastern corner of lands of the Town of Amherst;

THENCE 296 degrees 50 minutes 45 seconds a distance of 15.415 meters along said lands of the Town of Amherst to a point;

THENCE northerly and westerly an arc distance of 11.987 meters along said lands of the Town of Amherst following a curve to the left, having a radius of 10.400 meters to a point. Said curve having a chord distance of 11.334 meters and bearing of 264 degrees 59 minutes 42 seconds;

THENCE 231 degrees 58 minutes 22 seconds a distance of 13.380 meters along said lands of the Town of Amherst to a point;

THENCE westerly an arc distance of 23.594 meters along said lands of the Town of Amherst following a curve to the right, having a radius of 18.463 meters to a point. Said curve having a chord distance of 22.021 meters and bearing of 268 degrees 24 minutes 47 seconds;

THENCE 304 degrees 53 minutes 54 seconds a distance of 53.325 meters along said lands of the Town of Amherst to a point;

THENCE 31 degrees 08 minutes 00 seconds a distance of 6.109 meters along Lot AMH to a point;

THENCE 124 degrees 53 minutes 54 seconds a distance of 53.719 meters along aforesaid lands of the Town of Amherst to a point;

SCHEDULE "C"

RENT FOR TERM

1. During the period of the Term commencing on the Commencement Date and ending on that date which is five (5) years following the Commencement Date, Rent shall be Five Thousand, Four Hundred Forty-one Dollars and Sixteen Cents (\$5,541.16) (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, by the Tenant to the Landlord.
2. Commencing on the first anniversary of the Commencement Date and on each anniversary thereafter during the Term, the Rent shall increase annually by two percent (2%) of the previous year's Rent, payable annually, in advance, by the Tenant to the Landlord.

RENT FOR EXTENDED TERMS

3. On each anniversary thereafter during any Extended Term thereof, if applicable, the Rent shall increase annually by two percent (2%) of the previous year's Rent, payable annually, in advance, by the Tenant to the Landlord

ADDITIONAL RENT FOR THIRD PARTY CARRIERS

4. The Tenant has the right to sublease or license the whole or any part of the Equipment or Leased Premises and rights of access to any existing sub-lessee or licensee, in consideration of an additional annual rent for each sub-lessee or licensee, save and except for corporate affiliates, in the amount of Two Thousand Dollars (\$2,000.00) payable to the Landlord annually on the first day of the month following installation of the Sublessee's equipment and to be pro-rated for the balance of the lease year in which installation occurs. Thereafter, the Additional Rent shall be terminated on the last day of the month during which the Sublessee's equipment is removed and all prepaid Additional Rent shall be adjusted to the date of termination. Such Additional Rent shall be subject to the same annual increase as the Rent.

5. Additionally, should the Tenant sublease or license the whole or any part of the Equipment or Leased Premises, and rights of access, to any other sub-lessee or licensee, the Tenant shall commence paying, for each additional sub-lessee or licensee save and except for corporate affiliates, an additional annual rent in the amount of Two Thousand Dollars (\$2,000.00) payable to the Landlord annually on the first day of the month following installation of the Sublessee's equipment and to be pro-rated for the balance of the lease year in which installation occurs. Thereafter, the Additional Rent shall be terminated on the last day of the month during which the Sublessee's equipment is removed and all prepaid Additional Rent shall be adjusted to the date of termination. Such Additional Rent shall be subject to the same annual increase as the Rent.

Tenant Initials	Landlord Initials
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