



**Town of Amherst
Special Council Meeting
Agenda**

Date: Friday, September 2, 2016
Time: 12:00 p.m.
Location: Council Chambers, Town Hall

	Pages
1. CALL TO ORDER	
2. REQUEST FOR DECISION	
2.1 Loader Mounted Snow Blower	1 - 2
2.2 Service Truck	3 - 4
2.3 Micro Sealing	5 - 7
2.4 Capital Budget Amendment Community Credit Union Business Innovation Center	8 - 11
2.5 2015-16 Audited Financial Statements	12 - 14
2.6 Appointment of Auditor for 2016-17 Fiscal Year	15 - 15
2.7 Amendment to Salary Administration Policy	16 - 27
2.8 2016-17 Ramblers Agreement	28 - 33
2.9 Lease Agreement - Community Credit Union Business Innovation Center	34 - 63
3. ADJOURNMENT	

Synopsis

Request For Proposals Loader Mounted Snow Blower

The approved capital budget includes an amount of \$162,000 for the purchase of a new Loader Mounted Snow Blower. A Request for Proposals was issued with a closing date of July 20, 2016. Four proposals were received.

Parts for Trucks	\$122,695.00	Saunders Equipment	\$113,495.00
Vhol Inc	\$102,184.00	La Rue Inc	\$ 98,912.00

MOTION :

That Council award the proposal RFP-16-15 for the purchase of a new Loader Mounted Snow Blower to La Rue Inc. at their low proposal price of \$98,912 plus HST.



SPECIAL COUNCIL

RFD# 2017029

Date: September 2, 2016

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Jason MacDonald, Deputy CAO

DATE: September 2, 2016

SUBJECT: **RFP-16-15 Loader Mounted Snow Blower**

ORIGIN: 2016-17 Capital Budget

LEGISLATIVE AUTHORITY: 3700-01 Procurement Policy

RECOMMENDATION: That Council award the request for proposals RFP-16-15 for a Loader Mounted Snow Blower to La Rue Inc. at their low proposal price of \$98,912 plus HST.

BACKGROUND: The approved capital budget includes an amount of \$162,000 for the purchase of a 2016 loader mounted snow blower. An RFP was issued with a closing date of July 20, 2016. The town received four proposals:

Parts for Trucks	\$122,695.00	Saunders Equipment	\$113,495.00
Vhol Inc	\$102,184.00	<u>La Rue Inc</u>	<u>\$ 98,912.00</u>

DISCUSSION: The low proposal from LaRue is compliant and meets the specifications of the request for proposal.

FINANCIAL IMPLICATIONS: The amount of \$103,151 including non recoverable taxes is within the approved capital budget amount \$162,000. 30% of the cost of this piece of equipment will be charged to Water Utility Capital and 70% will be charged to general capital.

COMMUNITY ENGAGEMENT: Procurement Policy was followed. Media release to follow pending Council's approval..

ENVIRONMENTAL IMPLICATIONS: New equipment is generally better for the environment, using less fuel and generating less emission.

ALTERNATIVES: There are no alternatives, other than cancelling the RFP.

ATTACHMENTS: Bid summary

Report prepared by: Ben Pitman, P.Eng.

Report and Financial approved by:



Synopsis

Tender Service Truck

The approved capital budget includes an amount of \$40,000 for the purchase of a new Service Truck. A Tender was issued with a closing date of July 21, 2016. Four proposals were received.

Jim Hatheway Ford	\$34,698.88
Amherst Chrysler	\$32,122.80
Atlantic Dodge Opima	\$29,442.00
Tantramar Chev	\$29,368.00

MOTION :

That Council award the tender T-16-08 for the purchase of a new Service Truck to Tantramar Chev at their low tender price of \$29,368 plus HST.



SPECIAL COUNCIL

RFD# 2017030

Date: September 2, 2016

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Jason MacDonald, Deputy CAO

DATE: September 2, 2016

SUBJECT: *Tender T-16-08 - Service Truck*

ORIGIN: 2016-17 Capital Budget

LEGISLATIVE AUTHORITY: Purchasing Policy 3700-01

RECOMMENDATION: That Council award tender T-16-08 for the purchase of a new service truck to Tantramar Chev at their low tender price of \$29,368 plus HST.

BACKGROUND: The approved capital budget included an amount of \$40,000 for the purchase of a 2016 4x4 service truck. A tender for the service truck was issued with a closing date of July 21, 2016. The town received four tenders:

Jim Hatheway Ford	\$34,698.88
Amherst Chrysler	\$32,122.80
Atlantic Dodge Opima	\$29,442.00
Tantramar Chev	\$29,368.00

DISCUSSION: The low tender from Tantramar Chev is compliant and has met the specifications of the tender.

FINANCIAL IMPLICATIONS: The amount of \$30,627 which includes non recoverable taxes is within the approved capital budget amount.

COMMUNITY ENGAGEMENT: The tendering process was followed. Media Release will be issued following Council approval.

ENVIRONMENTAL IMPLICATIONS: New trucks are generally better for the environment than the older trucks that we are replacing, using less fuel and generating less emission.

ALTERNATIVES: There are no alternatives, other than cancelling the tender.

ATTACHMENTS: Tender summary

Report prepared by: Ben Pitman, P.Eng.

Report and Financial approved by:



Synopsis

Amendment to the Capital Budget Micro Sealing

The approved capital budget included micro sealing at the intersection of South Albion Street and Robert Angus Drive. After meeting with a representative from Miller Group (Cumberland Paving) to discuss micro sealing in this area, it was determined that this would not be a very good intersection for micro sealing. Four other streets were identified as better candidates for micro sealing, being:

- East Pleasant (Six Way Stop to South Albion) \$32,000 (estimates based on information provided by Miller)
- Poplar Street (Six way stop to Albion) \$32,000
- Robert Angus Drive (Willow to Church) \$37,000
- Church Street (Dickey to Albion) \$44,500

MOTION :

That Council amend the capital to change micro sealing at the intersection to South Albion Street and Robert Angus Drive to Church Street from Dickey Street to Albion Street.



SPECIAL COUNCIL

RFD# 2017031

Date: September 2, 2016

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Jason MacDonald, Deputy CAO

DATE: September 2, 2016

SUBJECT: Micro Sealing

ORIGIN: 2016/17 Capital Budget; Council approved the installation of micro sealing for the intersection of South Albion and Robert Angus Drive.

LEGISLATIVE AUTHORITY: Procurement Policy #3700-01

RECOMMENDATION: That Council approve an amendment to the 2016-17 Capital Budget to change micro sealing at the intersection of South Albion Street and Robert Angus Drive to Church Street from Dickey Street to Albion Street.

BACKGROUND: On June 20th staff met with Ron Legere of Miller Group (Cumberland Paving) to discuss the micro sealing of the Robert Angus Drive/South Albion Intersection. Mr. Legere had some very serious concerns with this intersection as a project for micro seal. His biggest concern was that the asphalt in the intersection was not in very good shape and would require a lot of prep work prior to doing the micro sealing. His opinion for this intersection was that it would be a very poor candidate for a micro sealing treatment.

DISCUSSION: In general, according to Mr. Legere, the best candidates for micro sealing are projects that have been recently paved (4 to 5 years old) and are in reasonably good shape. As micro sealing is essentially protecting the subgrade from water and providing a wear surface, it is ideally suited for high traffic streets. He suggested that the following streets would be better candidates:

- East Pleasant (Six Way Stop to South Albion) \$32,000 (estimates based on information provided by Miller)
- Poplar Street (Six way stop to Albion) \$32,000
- Robert Angus Drive (Willow to Church) \$37,000
- Church Street (Dickey to Albion) \$44,500

These potential streets would require crack sealing and other minor prep work prior to micro sealing. As the Town would like to get as much impact from the work as possible, it would make sense to do the section on Church Street from Dickey to Albion. Using the budget pricing from Miller Group the cost would be in the order of \$44,500.



Staff have reviewed the recommended streets and have considered the various possibilities. Church Street is being recommended as a better option because this street is an arterial street (like Robert Angus Drive) and has a good traffic flow, and also because there are no piping issues of concern during the expected life of the micro sealing.

FINANCIAL IMPLICATIONS: As the estimate for Church Street is within the budget planned for the South Albion/Robert Angus Drive intersection there is no current financial concerns. The procurement for the micro sealing contractor would be through the normal procurement process.

COMMUNITY ENGAGEMENT: Pending Council's approval a tender will be issued.

ENVIRONMENTAL IMPLICATIONS: As this project would extend the life of the street for an additional seven or eight years this would reduce the environmental impact of the alternative street repaving.

ALTERNATIVES: Council could proceed with the original decision to micro seal the intersection at South Albion Street and Robert Angus Drive, rejecting advice from micro sealing contractor/consultant; or do no micro sealing at this time.

ATTACHMENTS: None

Report prepared by: Benjamin Pitman P.Eng. Town Engineer
Report and Financial approved by:

Synopsis

Capital Budget Amendment

Community Credit Union Business Innovation Center

During a Committee of the Whole meeting held on June 30, 2016, committee members were briefed on a number of Cost Change Orders representing additions to the Community Credit Union Business Innovation Centre. In addition, the Committee was briefed on additional work that would be required to address drainage for the installation of the elevator. Direction was received to bring forward a request to amend the capital budget during an upcoming special meeting of Council.

MOTION:

That Council approve amendments to the Capital Budget in the amount of \$42,918.18 with funding to come from capital from revenue.



SPECIAL COUNCIL

RFD# 2017032

Date: September 2, 2016

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Roger MacIsaac – Director of Community and Economic Development

DATE: September 2, 2016

SUBJECT: **Amendment to Capital Budget**

ORIGIN:

During an Audit Committee meeting held on June 30, 2016, committee members were briefed on a number of Cost Change Orders representing additions to the Business Innovation Centre. In addition, the committee was briefed on additional work that would be required to address drainage for the installation of the elevator. Direction was received to bring forward a request to amend the capital budget during an upcoming special meeting of council.

LEGISLATIVE AUTHORITY:

Municipal Government Act – 56 (1) (a) authorizes a municipality to “*beautify, improve and maintain property owned or leased by the municipality.*”

RECOMMENDATION:

That Council amend the capital budget in the amount of \$42,918.18 with funding to come from capital from revenue.

BACKGROUND:

Changes related the Innovation Centre include the following:

Date	Proposed Change	Cost (Recovery)	Total
May 2, 2016	Supply a washroom in the Community Room for performers, speakers, etc.	6,881.40	\$6,881.40
June 11	Supply 5 security cameras; 1 high end monitor for lobby; 1 regular monitor for boardroom.	18,217.00	\$18,217.00
June 11	Supply 4 exterior receptacles on front of building	1,139.50	\$1,139.50
June 20	AV System allowance was \$100k and actual was 121k	20,089.50	\$20,089.50
June 20	Additional Costs related to AV in Building related to our meeting with Supplier in Halifax	7,907.21	\$7,907.21
June 20	Credit from Maritech regarding raised flooring in boardroom.	-26,700.00	-\$26,700.00
June 21	Rear Door change to double door	1,425.00	\$1,425.00



June 21	Cover second floor vault door with sliding door.	2,353.00	\$2,353.00
June 26	Changes to Casey Offices for expanded space.	3,450.00	\$3,450.00
June 26	Leaseholds recoverable from Casey Offices (build into lease agreement)	2,850.00	\$2,850.00
July 6	Savings from exterior work vs budget	-5,137.19	-\$5,137.19
June 20	Ramp for stage	5,530.00	\$5,530.00
July 9	Savings from Paving vs budget	-19,858	-\$19,858.00
July 22	Customer Viewing window in CBDC space	497.00	\$497.00
July 22	Elevator Drainage, etc	22,293.76	\$22,293.76
August 22	Conduit between IT rooms for fiber	1,900.00	\$1,980.00
			\$42,918.18

DISCUSSION:

As noted during the Audit Committee meeting, the changes to the AV System along with security systems amount to over \$46,000. The additional work on the elevator drainage change order was for just over \$22,000. We received credits for a number of items amounting to just under \$27,000 and have had savings on the pricing for exterior work and paving.

FINANCIAL IMPLICATIONS:

The actual increase in the capital budget will be \$42,918.18 with funding to come from capital from revenue. This can be accommodated from within the existing capital budget as other projects have come in under budget.

COMMUNITY ENGAGEMENT:

No additional Community Engagement activities have been undertaken.

ENVIRONMENTAL IMPLICATIONS:

None

ALTERNATIVES:

1. Approve changes in the Capital Budget as presented.
2. Approve alternative changes to the Capital Budget.

ATTACHMENTS:

Nil

Report and Financial approved by: NA

Synopsis

Audited Financial Statements Town of Amherst (Consolidated) Amherst Water Utility (Non Consolidated)

At a meeting of the Audit Committee held Monday, August 29, 2016 the CAO presented the audited financial statements for the fiscal year ended March 31, 2016 and the Town's Auditor Mark Milner presented the audit report and discussed the audit with the committee. The statements were prepared by Town staff and audited by the firm Jorgensen Bickerton. I'll now call on our CAO to give a brief summary of our financial results.

MOTION :

That Council accept the Audited Consolidated Financial Statements for the Town of Amherst, and the Non Consolidated Financial Statements for the Amherst Water Utility for the fiscal year ending March 31, 2016 which have been audited by the firm Jorgensen Bickerton, as recommended by the Audit Committee.



SPECIAL COUNCIL

RFD# 2017033

Date: September 2, 2016

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Vince Arbing, CA., Treasurer

DATE: September 2, 2016

SUBJECT: Audited Financial Statements

ORIGIN:

Year-end financial statements prepared in compliance with all relevant provincial and federal legislation.

LEGISLATIVE AUTHORITY:

Municipal Government Act (MGA) and Generally Accepted Accounting Principles (GAAP) as determined by the Canadian Institute of Chartered Accountants (CICA).

RECOMMENDATION:

That Council accept the Audited Consolidated Financial Statements for the Town of Amherst, and the Non-Consolidated Financial Statements for the Amherst Water Utility for the fiscal year ending March 31, 2016 which have been audited by the firm Jorgensen Bickerton, as recommended by the Audit Committee.

BACKGROUND:

At a meeting of the Audit Committee held Monday, August 29, 2016 the CAO presented the audited financial statements to Council, explaining that the statements were prepared by Town staff and audited by the firm Jorgensen Bickerton. In presenting the statements the CAO explained the Town's financial position and statements.

DISCUSSION:

The financial statements and our estimated Financial Condition Index (FCI) show that we are in good shape financially. There were operating surpluses in both the general and water operating funds, reserve levels were almost \$2.9 Million, and the Town's FCI scores remain strong. The Town, as any municipal unit, must remain vigilant in terms of monitoring not only the operating and capital budgets but also the external environment

FINANCIAL IMPLICATIONS:

There was a surplus of \$226,040 in the general operating fund. As required by the Province, this amount was transferred to the operating reserve. The Amherst Water Utility also achieved a surplus of \$142,249.



COMMUNITY ENGAGEMENT:

Audited financial statements will be forwarded to the Province, and made available to the public via the website.

ENVIRONMENTAL IMPLICATIONS:

n/a

ALTERNATIVES:

Decline accepting the audited financial statements and refer them back to staff for further clarification.

ATTACHMENTS:

- 1) Town of Amherst Consolidated Financial Statements;
- 2) Amherst Water Utility Non-Consolidated Financial Statements

Report prepared by: Vince Arbing, CA, Treasurer
Report and Financial approved by:

Synopsis

Appointment of Municipal Auditor

Under the Municipal Government Act (MGA) 42(1), Council is required to “appoint a municipal auditor who is registered pursuant to the Act to be the auditor for the Municipality.” This appointment will be for both the Town of Amherst and the Amherst Water Utility.

At a meeting of the Audit Committee held on August 29, 2016, the Audit Committee made a recommendation to Council that Jorgensen Bickerton be re-appointed as the Municipal Auditor for the Town of Amherst for the fiscal year ending March 31, 2017

MOTION:

That Council appoint the chartered accountant firm Jorgensen Bickerton to be the Municipal Auditor for the Town of Amherst for the fiscal year April 1, 2016 to March 31, 2017 as recommended by the Town of Amherst Audit Committee.

Synopsis

Amendment to the Salary Administration Policy

Roger MacIsaac has advised that he will retire from active employment with the Town of Amherst on September 30, 2016. With this retirement staff are recommending the removal of the Director of Community Economic Development position from the existing salary grid. Further, it is recommended that we include a new position of Business Development Officer at Level 7 on the salary grid.

Following Mr. MacIsaac's decision to retire, it was decided that we would take a different direction in terms of the business development effort focusing on the goals set out in the One Nova Scotia Report and increasing economic activity through increasing key sectors of the population. This new position will emphasize the goals and game changers of the One Nova Scotia Report in its work plans. The Business Development Officer will compliment, but not duplicate, the efforts of the new Cumberland Business Connector. This position will, among other things, document, understand and effectively communicate the demographic and business investment profile of Amherst, make recommendations and implement strategies to improve the key sectors of economic development.

MOTION:

That Council approve the proposed amendments to the Salary Administration Policy # 4530-01 to remove the position of Director of Community Economic Development from the existing salary grid, include a new position for a Business Development Officer at Level 7 on the salary grid.



SPECIAL COUNCIL

RFD# 2017034

Date: September 2, 2016

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Kimberlee Jones, HR

DATE: September 2, 2016

SUBJECT: *Amend Salary Administration Policy*

ORIGIN: Retirement of Roger Maclsaac

LEGISLATIVE AUTHORITY: MGA 47 (1) *The Council shall make decision in the exercise of its powers and duties by resolution, by policy or by by-law and section 65(r) Council may expend money for expenses of the Council, Officers and employees of the municipality.*

RECOMMENDATION: That Council approve the proposed amendments to the Salary Administration Policy # 4530-01 to remove the position of Director of Community Economic Development from the existing salary grid, include a new position for a Business Development Officer at Level 7 on the salary grid.

BACKGROUND: Roger Maclsaac has advised that he will retire from active employment with the Town of Amherst on September 30, 2016. With this retirement we recommend the removal of the Director of Community Economic Development position from the existing salary grid. Further, it is recommended that we include a new position of Business Development Officer at Level 7 on the salary grid. This position will, among other things, document, understand and effectively communicate the demographic and business investment profile of Amherst, make recommendations and implement strategies to improve the key sectors of economic development.

DISCUSSION: Once we were advised of Roger's retirement, it was agreed that the Town would take a different direction in terms of the business development effort focusing on the goals set out in the One Nova Scotia Report and increasing economic activity through increasing key sectors of the population. The position will emphasize the goals and game changers of the One Nova Scotia Report in its work plans. The Business Development Officer will compliment, but not duplicate, the efforts of the new Cumberland Business Connector

FINANCIAL IMPLICATIONS: Beginning in the new fiscal year the Town will achieve a net savings equal to the difference between the cost of salary and benefits being currently paid to e Mr. Maclsaac and that being paid to the new Business Development Officer. While the inclusion of the new Business Development Officer is not provided for in the current year budget, any additional costs will be withdrawn from the operating reserve as necessary.



COMMUNITY ENGAGEMENT: Media Release and recruitment process to follow.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications.

ALTERNATIVES:

- Approve policy as recommended
- Approve policy with alternative amendments

ATTACHMENTS: Salary Administration Policy

Report prepared by: Kimberlee Jones

Report and Financial approved by:

DEPARTMENT: ALL DEPARTMENTS

TITLE: **SALARY ADMINISTRATION POLICY**

Minutes reference date	December 12, 2000 November 27, 2006 July 16, 2008 March 29, 2010 January 30, 2012 May 1, 2013 April 30, 2014	November 2, 2004 (See April 26, 2004 Minutes) December 18, 2006 September 29, 2008 April 26, 2010 May 23, 2012 September 23, 2013 May 21, 2015	February 26, 2007 March 30, 2009 March 28, 2011 November 26, 2012 October 28, 2013 March 29, 2016	March 31, 2008 September 28, 2009 August 2, 2011 December 17, 2012 December 16, 2013 May 25, 2016
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PURPOSE:

To set out the Policy of the Town of Amherst for salary administration for all non-union employees.

POLICY STATEMENT:

The Town of Amherst will ensure the fair and equitable compensation of all non-union employees in relation to the duties of their position within the Town.

OBJECTIVES:

1. To eliminate the possibility of salary inequities in the Town’s non-union sector.
2. To establish a framework and procedure to determine levels of compensation for new positions.

DEFINITION OF TERMS:

Salary Grid shows all the salary scales applicable to positions within the Town. The salary grids are contained in Appendices C, C-1, C-2, C-3 and C-4. The salary grid – Appendix C – has five steps.

Step Adjustment – a move from one step, within a given salary range, to another (usually the next step) for individual employees is based on a satisfactory performance evaluation.

Salary Range is defined as a range of pay for a level of duties, with a minimum and maximum. The range will be established by Council after considering the recommendation of the CAO.

Reclassification is the realignment of a new Level to a group, or position, following a review of the entire class of positions, and a comparison with the prevailing market rate for that type and level of work.

Performance Evaluation – A formal evaluation of the employee’s job performance. All employees will receive at least one Performance Evaluation in each year of service.

Annual Economic Adjustment – The adequacy of the salary grid as a whole is reviewed annually by Town Council and adjusted at April 1st in each year by an amount equal to or greater than the annual average percentage change in the Consumer Price Index, all-items, for the Province of Nova Scotia for the previous calendar year, as determined by Statistics Canada. Further adjustments may be necessary from time to time to non-union Police salaries at appendix C-2. Any such adjustment shall be made, on the approval of Council, with reference to the APA contract in effect at the time.

SALARY GRID:

An appropriate salary grid for all non-union positions shall be determined by the council:

New Positions: Recommendations for placement on the salary grid shall be prepared by the Chief Administrative Officer and forwarded to Council for approval.

Salary ratings for temporary and casual positions shall be determined by the Chief Administrative Officer, in consultation with the departmental Director.

Student wage rates shall be set by the CAO in consultation with the Director, with reference to the minimum wage in effect and the individual requirements of the job.

Step adjustments shall be made only when:

- 1) The adjustment can be accommodated within the Salary Account of the appropriate department; and
- 2) A current Performance Evaluation form is on file.

Upon completion of a satisfactory annual evaluation, the employee may be moved to the next step on the salary grid within his or her level. All step movements must be approved by the CAO

CAR ALLOWANCES:

The Treasurer and Directors of departments shall receive a monthly car allowance of \$150. Mayor and Council shall receive the same monthly car allowance of \$150 effective November 1, 2008.

The monthly car allowance is for reimbursement for all local travel using one's personal motor vehicle for travel within the boundary of the Town of Amherst. Travel outside the boundary is covered under Policy #03000-01. The monthly car allowance shall be reviewed each year after considering any increases in the cost of operating a motor vehicle.

PERFORMANCE EVALUATION:

Performance appraisals shall be conducted by the Chief Administrative Officer/director at the completion of the probation period, and at least annually thereafter recorded on Performance Evaluation forms.

The Chief Administrative Officer/Director shall discuss the employee's performance evaluation in detail with the employee, in accordance with the employee evaluation system and standardized forms.

SCOPE OF RESPONSIBILITY:

The Town Council shall:

1. Authorize changes to the policies comprising the program of employee compensation.
2. Review and approve salary levels for all established positions within the Town.
3. Determine the annual economic adjustment factor to be applied to the salary grid each year, after receiving and considering the recommendations of the CAO in this regard

The Chief Administrative Officer shall:

1. Review and recommend changes to policy and procedures as they relate to the employee compensation program.
2. Ensure the maintenance of the salary rating and performance appraisal procedures.
3. Conduct salary rating and performance evaluation procedures relative to Director positions.
4. Arrange periodic salary surveys and make recommendations to Council concerning the annual economic adjustment factor.
5. Grant step and/or merit adjustments to individual employees in accordance with approved policies and procedures and subject to budgeting limitations.
6. Maintain all personnel files and records.

The Director shall:

1. Conduct performance evaluation procedures relative to the positions and employees within their respective departments, and make appropriate recommendations to the Chief Administrative Officer.
2. Make recommendations to the Chief Administrative Officer regarding step adjustments for employees within their departments.

Job Classifications

APPENDIX B

Level 12	Deputy CAO / Operations
Level 11	Director of Corporate Services Director - Community & Economic Development Director of Recreation
Level 10	Fire Chief / Safety Compliance Officer Operations Manager
Level 9	Vacant
Level 8	Engineering Services Manager Planner
Level 7	Transportation Foreman Accountant Executive Assistant - Executive Office Human Resources Coordinator Executive Assistant / Dispatch Coordinator Police Building Official Facility Coordinator Business Development Officer
Level 6	Firefighter/Inspector Marketing and Communications Coordinator Geographic Information Systems Technician Unsightly Premises Administrator/Building Official 1 Procurement Coordinator Horticulturalist
Level 5	Firefighters Executive Assistant Physical Activity Coordinator Revenue Officer Payroll Officer
Level 4	Transportation & Public Works Clerk/Secretary Accounts Payable Clerk Water/Sewer Billing Clerk Cashier/Receptionist - Corporate Services Administrative Assistant – Corporate and CED
Level 3	Technology Assistant Dispatcher By-law Enforcement Officer Custodian – Town Hall
Level 2	Vacant
Level 1	Vacant

APPENDIX C

**Town of Amherst
Salary Scale
April 1, 2016**

1.004

APPENDIX C

Job Level	Step 1	Step 2	Step 3	Step 4	Step 5
12	104,169	106,252	108,378	110,546	112,757
11	86,092	88,400	90,736	93,100	95,489
10	71,162	72,993	74,825	76,658	78,485
9	64,894	66,005	67,115	68,225	69,330
8	59,295	60,416	61,537	62,661	63,783
7	52,569	53,918	55,300	56,718	58,173
6	47,188	48,399	49,640	50,913	52,218
5	42,895	43,611	44,325	45,040	45,757
4	38,116	39,094	40,097	41,124	42,178
3	33,833	34,700	35,589	36,502	37,439
2	30,074	30,844	31,634	32,446	33,279
1	26,314	26,988	27,681	28,390	29,119

APPENDIX C-1

**Town of Amherst
Salary Grid
April 1, 2016**

APPENDIX C-1

1.004

Job Level	Salary Amount	
Mayor	Stipend	\$ 24,298
	Allowance for expenses incidental to the discharge of duties	12,150
	\$ 36,447	
Deputy Mayor	Stipend	\$ 16,250
	Allowance for expenses incidental to the discharge of duties	8,125
	\$ 24,375	
Councillor	Stipend	\$ 14,361
	Allowance for expenses incidental to the discharge of duties	7,181
	\$ 21,542	

Town of Amherst
Salary Grid
April 1, 2016

APPENDIX C-2

Salary Grid
Other Non-Union Positions

Salary Amounts

<u>Job Level</u>	<u>Effective April 1, 2016</u>
Chief of Police	\$ 110,221
Deputy Chief of Police	\$ 100,810

APPENDIX C-2.1

<u>Job Level</u>	
Incumbent Town Engineer	\$ 90,098

**Town of Amherst
Hourly Rate Grid - Casual
April 1, 2016**

**APPENDIX C-3
1.004**

Job Title	Hourly Rate				
	Step 1	Step 2	Step 3	Step 4	Step 5
Casual Firefighter	16.73	17.01	17.31	17.60	17.89
Jail Guards	12.02	12.42	12.83	13.24	13.71
Canine Control Officer	12.02	12.42	12.83	13.24	13.71
School Crossing Guards	12.02	12.42	12.83	13.24	13.71
Ice Marshall	11.97	12.35	12.76	13.17	13.64
Other	Provincial Minimum Wage				

Synopsis

Amherst Jr. 'A' Ramblers Agreement 2016-2017

The agreement clarifies the responsibilities of the Town and the Ramblers related to usage, fees charged, schedules, security, and bar operations, along with preseason, regular season and post season activities. The new agreement includes a \$4000 increase in the flat fees for regular season practices and games. The flat fee increases from \$13,833.79 to \$17,833.79. Pre-season hourly fees remain the same at \$74.55. All other clauses remain the same as the previous year.

MOTION:

That Council approves entering into an operating agreement with the Amherst Jr. 'A' Ramblers, for the 2016/2017 season, and authorizes the Mayor and CAO to sign the agreement on behalf of the Town.



SPECIAL COUNCIL

RFD# 2017035

Date: September 2, 2016

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Bill Schurman – Director of Recreation

DATE: September 2, 2016

SUBJECT: Ramblers Agreement 2016-17

ORIGIN:

2016-17 Ice Season

LEGISLATIVE AUTHORITY:

MGA 61(1) authorizes a municipality to make agreements for the provision of services or a capital facility that the municipality is authorized to provide, and 61(2) authorizes agreements for the lease, operation or maintenance of a facility or provision of the service.

RECOMMENDATION:

That Council approves entering into an operating agreement with the Amherst Jr. "A" Hockey Club (the Ramblers) for the 2016-17 ice season, and authorizes the Mayor and CAO to sign the agreement on behalf of the Town.

BACKGROUND:

Each year, the Town and the Ramblers Executive review the terms of an operating agreement which will clarify the responsibilities of each party related to usage, fees, schedules, security, and bar operations, along with pre-season, regular season, and post-season activities. This ensures both parties are clear on their responsibilities, and the level of support provided by the Town is clearly articulated.

DISCUSSION:

Junior "A" hockey provides significant economic impacts in the community, both directly through payroll for management and players, and indirectly through retail sales generated within the community and by visitors travelling to Amherst to watch games. That being said, the Town needs to address its increasing costs to provide a facility for the Ramblers.

The new agreement includes a \$4000 increase in the flat fees for regular season practices and games. The flat fee increases from \$13,833.79 to \$17,833.79. Pre-season hourly fees remain the same at \$74.55. As well, the Ramblers will continue paying 100% of the cost of security. The team will continue to have the opportunity to sell advertising inventory as per Stadium Advertising Policy # 72300-08. The deadline dates for sales have been negotiated and remain the same as 2015-16. Ice logos must be sold by July 27, 2016. All other advertising sales must be sold by September 30, 2016. All other clauses remain the same as previous year.



FINANCIAL IMPLICATIONS:

This contract will contribute an additional \$4000 to the Stadium ice rental revenue.

COMMUNITY ENGAGEMENT:

As this process involved contract negotiations, engagement was with the Rambler organization. The details of the contract will be made public once it has been signed by both parties.

ENVIRONMENTAL IMPLICATIONS:

No specific environmental implications are anticipated.

ALTERNATIVES:

Council could approve the agreement as recommended, or refer it back to Town staff and the Rambler organization for further review and amendments. Alternatively, the Ramblers could operate without any formalized agreement in place, following the Town user fee policy for rates however this is not recommended.

ATTACHMENTS:

Proposed agreement

Report prepared by: Bill Schurman, Recreation Director

Report and Financial approved by:

AGREEMENT BETWEEN

AMHERST JR "A" HOCKEY CLUB 1997 (*herein after called the Ramblers*)

THE TOWN OF AMHERST (*herein after called the Town*)

1. Pre Season:

- a) Ice will be available for the pre-season from August 24, 2016 to September 15, 2016.
- b) The rental fee for the pre season period will be \$74.55 per hour plus HST. This hourly rental fee will be paid for Training Camp, Exhibition Games and Practices up to and including September 15.
- c) Ramblers will be billed on September 30 with payment to be made by October 31.

2. Game Fees: Flat fee of \$17,833.79 plus HST for the 2016/2017 season. The fee will be paid to cover 24 regular season games (including 2 stat holiday games), 2 prime time practices per week and 1 early morning practice per week. The fee will be paid in monthly installments of \$3,566.76 with the first payment due and payable on October 1, 2016 and each month thereafter up to and including March 1, 2017.

3. Games Schedule: All weekday games from Monday to Friday are to start at 7:30pm, Saturday night games to start at 7:00 pm and Sundays after 4:00pm.

4. Practice Times: Practices are scheduled for one and a half hours (1.5 hours) on Tuesday and Thursday nights or such nights that are agreeable to both the team and the Town of Amherst. The practice charge is included with flat fee. To be consistent with the Town of Amherst Ice Allocation Policy, a charge at the regular prime time rental rate of \$128.10 plus HST per hour will be levied if this practice is not canceled within 48 hours. This notice period is required to allow the Town ample time to try to rent the ice to a 3rd party.

5. Lunchtime Practices: Practices during the lunchtime period can be used for unscheduled practice by the players at no charge if the ice is available on Tuesday, Thursday & Friday only. Ramblers to contact the Recreation Department before 4:00pm the preceding day to arrange for this ice time.

6. Office: Upstairs office at the rear of the bar is available at no charge during the 2016/17 hockey season. Phone line is at the expense of the Ramblers. The Ramblers will be given use of one of the two small meeting rooms on the second floor during each home game at no charge.

7. Stadium Rentals (off season): This agreement includes an allowance for two Rambler Hockey fundraising events during the off season with no charge for Stadium rental, based on availability, with no charge for stadium rental as set out in the Town of Amherst User Fee Policy.

8. Spectators: It will be the responsibility of the Ramblers to clear out the Stadium after all hockey games and rentals.

9. Selling of Stadium Advertising: As per Stadium Sign Rental Policy # 72300-08. See attached Policy. Ice logo sales list must be provided no later than July 27, 2016. All other advertising inventory available to the team up to September 30, 2016.

- 10. Stadium Event Sign:** Information related to the Stadium Event Sign changes will be required at least 48 hours prior to game day. Ramblers will provide a schedule of games and wording for the sign as required.
- 11. Insurance:** The Ramblers agrees to carry, during the times of use, general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000.00 per occurrence, and to be responsible for any and all expenses, costs and liabilities in connection with any claim which may be made against the Stadium by reason of the activities contemplated by this Agreement or persons coming on the premises of the Stadium as a result of the activities. Proof of General Liability insurance to be provided to the Town of Amherst before the start of training camp.
- 12. Security:** Security arrangements shall be made by the Town with a bonded security company for all Amherst Rambler home games and post season home games. 100% of the full cost will be the responsibility of the Ramblers and will be billed and due on a month to month basis.
- 13. Bar:** The heated meeting room on the second floor overlooking the ice surface is available to the Ramblers for regular season games and playoffs under the existing Town of Amherst Liquor License. In addition, this license includes a designated area of seating on the west end of the Stadium. For the balance of this agreement, the Ramblers will be responsible for complete operation of the bar during home games. Servers will be appropriately attired and with name tags. The Ramblers will have the right of first refusal to provide bar services in this second floor room, on behalf of the Town for any other event or activity being held from time to time that may require bar services. The Ramblers will participate in the Bar Suspension Program facilitated through the Amherst Town Police. The Town will not be responsible for any items left in this room by the Ramblers or patrons.
- 14. Dressing Room:** The use of the dressing room will be included in the flat fee. The Ramblers will be responsible for any and all damage to the dressing room. The Town reserves the right providing adequate written notice is provided (14 days) to use the dressing room for the purpose of Provincial, Regional and/or National events should they occur.
- 15. Sponsorship:** The Town will be considered a gold sponsor, with acknowledgment in the program and advertising. The Town will be provided with 5 free season passes, issued as game tickets.
- 16. Photocopying:** The Ramblers will be permitted 600 free copies per year. Payment of additional copies will be in accordance with policy 73470-03 User Fee Policy.
- 17. Playoffs:** A rate of \$691.13 plus HST per playoff game for the duration of this agreement.
- 18. Zamboni, boiler and plant rooms** are off limits to all unauthorized persons. This is a significant safety concern and breach of this clause will result in the immediate suspension from the Stadium of the offender for the balance of the Stadium season.

Synopsis

Lease Agreement

Community Credit Union Business Innovation Center

In December 2015, we were approached by MP Bill Casey with respect to office space in the new Community Credit Union Business Innovation Centre. Mr. Casey provided us with approximate requirements for space and this space was available for lease.

Staff met with both Bill Casey and his representatives and have negotiated the terms of a three (3) year lease on 8,170 square feet of office space plus common area and lease hold improvements. Mr. Casey will occupy space on the south side of the ground floor using three offices. Lease hold improvements will include the construction of a counter/reception area in one of the offices.

MOTION:

That Council approves entering into a formal lease agreement MP Bill Casey, and authorizes the Mayor and CAO to sign the lease agreement on behalf of the Town.



SPECIAL COUNCIL

RFD# 2017036

Date: September 2, 2016

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Roger MacIsaac – Director of Community and Economic Development

DATE: September 2, 2016

SUBJECT: *Lease and Management Agreement with Bill Casey M.P.*

ORIGIN:

In December 2015, we were approached by MP Bill Casey with respect to office space in the new Community Credit Union Business Innovation Centre. Mr. Casey provided us with approximate requirements for space and this space was available for lease.

LEGISLATIVE AUTHORITY:

Municipal Government Act – Section 51 addresses the sale or lease of municipal property.

RECOMMENDATION:

That Council give authority for the Mayor and CAO to sign the formal lease agreement with Bill Casey, MP.

BACKGROUND:

Funding for the Community Credit Union Business Innovation Centre was approved in February and the contract for design build of the facility was awarded shortly thereafter. Cumberland Development Corporation (CDC) is the managing partner, leasing seven (7) offices in the facility.

DISCUSSION:

Staff met with both Bill Casey and his representatives and have negotiated the terms of a three (3) year lease on 8,170 square feet of office space plus common area and lease hold improvements. Mr. Casey will occupy space on the south side of the ground floor using three offices. Lease hold improvements will include the construction of a counter/reception area in one of the offices.

FINANCIAL IMPLICATIONS:

Bill Casey will pay a base monthly lease of \$680.83 plus HST (\$8,170.00 annually) for the space to September 30, 2019, plus leasehold cost monthly of \$80.42 plus HST (\$965.04 annually) for the first three year of the lease up to September 30, 2019.

COMMUNITY ENGAGEMENT:

There is not been any community engagement process in negotiation of this lease agreement.



ENVIRONMENTAL IMPLICATIONS:

No environmental implications

ALTERNATIVES:

1. Enter into a Lease Agreement with the Bill Casey, MP.
2. Advertise publicly for expression of interest to lease these offices.
3. Do not lease the remaining offices in this facility.

ATTACHMENTS:

Draft Lease with Bill Casey.

Report prepared by: Roger D. MacIsaac, Director of Community Economic Development

Report and Financial approved by: NA

BETWEEN

The Town of Amherst

-and-

Bill Casey M.P.

Dated _____

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THIS LEASE is made as of the ____ day of _____, 2016.

BETWEEN:

THE TOWN OF AMHERST, a municipal corporation in the County
of Cumberland

(the "Landlord")

OF THE FIRST PART

-and-

BILL CASEY M.P.

(the "Tenant")

OF THE SECOND PART

WHEREAS the Landlord and the 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 "B" on the plan attached as Schedule "A", and all rights and easements appurtenant thereto;
- (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 October 1, 2016, 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 September 30, 2019, 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 centre 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 whereby the rights of the Tenant under this Lease or to the Premises are transferred to another person, 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
 Schedule "C" House of Commons Requirements

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. 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 to 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	
October 1, 2016 to September 30, 2019	\$10/sq. ft.	\$8170 plus HST	\$680.83	plus HST

ARTICLE 5 ADDITIONAL RENT

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 in advance in the amounts set out in this Section 5.1, on the first day of each and every month during the initial Term:

Period	Per Year	Per Month
October 1, 2016 to September 30, 2019	\$965.04	\$80.42

5.2 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 and shall 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 the 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 heating 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 or 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 standards 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 requiring 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 parts 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 the 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 buildings 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 effect 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, alterations 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 effect all repairs necessitated by the Tenant's negligence or willful misconduct or the negligence or willful misconduct of the Tenant's agents, servants, contractors, 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, provided 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 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 peaceably 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.

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

(2) 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.

(3) 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, certificates 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 or 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, 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 modifications and that the same is in full force and effect as modified; (b) the amount of the 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 Conclusive. 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 systems 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 14.1, 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;
- (f) 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 such taking;
- (g) the Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
- (h) 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;
- (i) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- (j) 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. If the Landlord enters the Premises 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 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.

ARTICLE 15 GENERAL

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 (3) 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

circumstances 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 the 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 at the following address:

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

To the Tenant at the address of the Premises or the following address:

House of Commons, 552-D Centre Block
Ottawa, Ontario, K1A 0A6

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 to 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 headings 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 any way 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 circumstances, 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.

15.11. House of Commons Requirements. Notwithstanding any other term or clause in this Lease, the provisions of Schedule "C" will govern.

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

Witness

THE TOWN OF AMHERST

Per: _____
Name:
Title:
I have authority to bind the Landlord

Witness

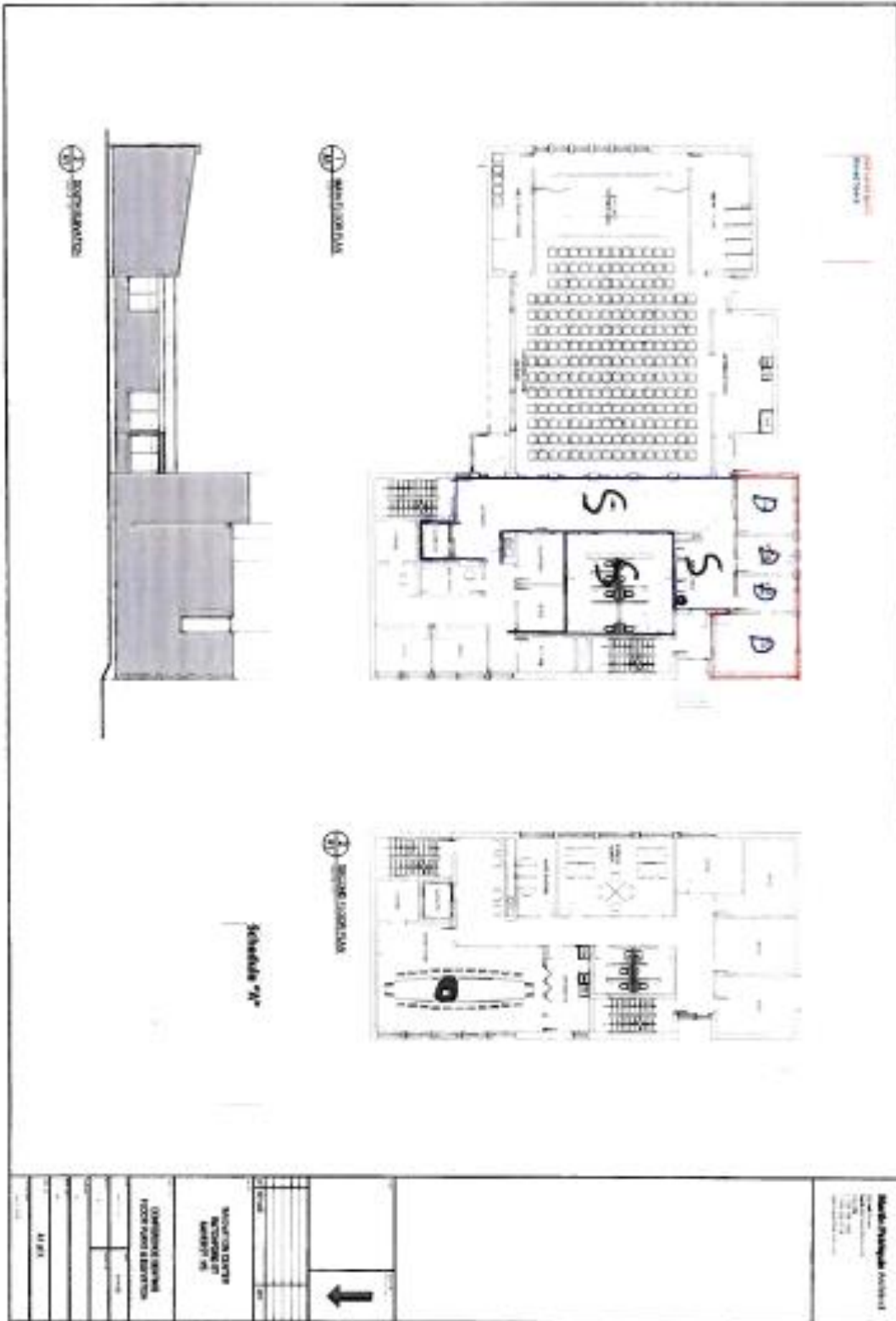
Per: _____
Name:
Title:
I have authority to bind the Landlord

Witness

BILL CASEY M.P.

Per: _____
Name:
Title:
I have authority to bind the Tenant

SCHEDULE "A"



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 three (3) 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.

SCHEDULE "C"**HOUSE OF COMMONS REQUIREMENTS**

1. Notwithstanding any other clause in this Lease, this Lease may be terminated by the Tenant on three (3) months' notice for any operational reason, and where the Tenant ceases to be a Member of Parliament for Cumberland-Colchester during the period of the Lease, the following will apply:

- a) In the case where the Tenant dies while in office or resigns as Member of Parliament, the following will apply:
 - i. The Lease will automatically be assigned to a House Officer identified by the Clerk of the House of Commons either upon the death of the Tenant, or on the day after the effective date of resignation, as the case may be;
- b) On the date of the subsequent election, the Lease will automatically be assigned to the House of Commons. The Lease will terminate on one of the following dates, whichever is earlier:
 - i. on the date the newly elected Member of Parliament for Cumberland-Colchester enters into a new Lease with the Lessor;
 - ii. on the date the House of Commons provides written notice that the premises are vacant, at which time the House of Commons will pay an amount in lieu of rent prorated for the remainder of the 120 days after the election; or
 - iii. 120 days from the date of the subsequent election;
- c) In the case where an election is held in which the Tenant does not seek re-election or seeks re-election but is not re-elected as Member of Parliament, the following will apply:
 - i. The Lease will automatically be assigned to the House of Commons on the date of the election. The Lease will terminate on one of the following dates, whichever is earlier:
 - ii. on the date the newly elected Member of Parliament for Cumberland-Colchester enters into a new Lease with the Lessor;
 - iii. on the date the House of Commons provides written notice that the premises are vacant, at which time the House of Commons will pay an amount in lieu of rent prorated for the remainder of the 120 days after the election; or
 - iv. 120 days from the date of the election;
- d) For greater certainty, in the event that the Lease terminates pursuant to clauses 1(a)(ii)(1) or 1(b)(i)(1) above and the Landlord leases the property to another Member of Parliament, the House of Commons will not be obligated to continue paying rent for the remainder of the 120 days;
- e) In the event that the Lease terminates pursuant to clauses 1(a)(ii)(2) or (3) or clauses 1(b)(i)(2) or (3) above, the House of Commons will pay no more than 4 months' rent from the date of the subsequent election.