



Town of Amherst
Regular Council Meeting
Agenda

Date: **Monday, December 21, 2020**
Time: **6:00 pm**
Location: **Zoom Virtual Meeting**

	Pages
1. CALL TO ORDER	
2. TERRITORIAL ACKNOWLEDGMENT	
"We [I] would like to begin by acknowledging that the land on which we gather is the traditional unceded territory of the Mi'kmaw Peoples."	
3. APPROVAL OF AGENDA/MINUTES	
3.1. Approval of the Agenda	
3.2. Approval of Minutes	3 - 7
4. REQUESTS FOR DECISION	
4.1. Temporary Borrowing Resolution - Baker	8 - 12
4.2. Challenge Fund Agreement - Christie	13 - 31
4.3. Dr. & Mrs. H.E. Christie Community Foundation Donation - Davidson	32 - 34
4.4. Benevity Community Impact Fund Donation - Emery	35 - 39
4.5. Community Credit Union Business Innovation Center Agreement - Landry	40 - 56
5. INTERNAL COMMITTEE REPORTS	
5.1. Planning Advisory Committee - No Report	
5.2. Amherst Board of Police Commissioners - No Report	
5.3. Audit Committee - No Report	

5.4.	Amherst Youth Town Council - AYTC Representative	57 - 57
6.	EXTERNAL COMMITTEE REPORTS	
6.1.	Cumberland Public Libraries - Fawthrop	58 - 58
6.2.	Cumberland YMCA - Fawthrop	59 - 60
6.3.	Cumberland Joint Services Management Authority - No Report	
6.4.	Northern Region Solid Waste Committee - No Report	
6.5.	L. A. Animal Shelter - Fawthrop	61 - 61
6.6.	Senior Safety - Emery	62 - 63
6.7.	Inter Municipal Tourism - No Report	
6.8.	Poverty Reduction - Landry	64 - 64
6.9.	Municipal Alcohol Project - Emery	65 - 65
7.	ADJOURNMENT	

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: November 23, 2020
Time: 7:00 pm
Location: Virtual Zoom Meeting

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

Staff Present Greg Herrett, CAO
Jason MacDonald, Deputy CAO Operations
Mike Hunter, Chief Financial Officer
Dwayne Pike, Police Chief
Greg Jones, Fire Chief
Andrew Fisher, Manager of Planning & Strategic Initiatives
Tom McCoag, Corporate Communications Officer
Kim Jones, Municipal Clerk
Natalie LeBlanc, Deputy Clerk

Due to the COVID-19 pandemic and the requirement for physical distancing, this was a virtual meeting held via Zoom.

1. CALL TO ORDER

Mayor Kogon called the meeting to order at 7:00 p.m.

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

3. APPROVAL OF AGENDA/MINUTES

3.1 Approval of the Agenda

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

Motion Carried

3.2 Approval of Minutes

3.2.1 September 28, 2020 Regular Council

Moved By Deputy Mayor Davidson
Seconded By Councillor Christie
That the minutes of the September 28, 2020 regular meeting of Council be approved as circulated.

Motion Carried

3.2.2 October 14, 2020 Special Council

Moved By Councillor Baker
Seconded By Councillor Landry
That the minutes of the October 14, 2020 special meeting of Council be approved as circulated.

Motion Carried

3.2.3 October 16, 2020 Special Council

Moved By Councillor Emery

Seconded By Councillor Fawthrop

That the minutes of the October 16, 2020 special meeting of Council be approved as circulated.

Motion Carried

4. REQUESTS FOR DECISION

4.1 Council Committee Appointments

Moved By Councillor Christie

Seconded By Councillor Landry

That Council approve the following committee appointments for one-year terms ending October 31, 2021:

Mayor Kogon

- **Committee of the Whole**
- **Audit Committee**
- **Regional Emergency Management Committee**

Deputy Mayor Davidson

- **Committee of the Whole**
- **Audit Committee**
- **Amherst Board of Police Commissioners**
- **Planning Advisory Committee**

Councillor Baker

- **Committee of the Whole**
- **Audit Committee**
- **Amherst Board of Police Commissioners**
- **Cumberland Joint Services Management Authority (CJSMA)**
- **Northern Region Solid Waste Committee**

Councillor Christie

- **Committee of the Whole**
- **Audit Committee**
- **Amherst Board of Police Commissioners**
- **Intermunicipal Tourism Committee**
- **Planning Advisory Committee**

Councillor Emery

- **Committee of the Whole**
- **Audit Committee**
- **Cumberland Joint Services Management Authority (CJSMA)**
- **Municipal Alcohol Project**
- **Regional Emergency Management**
- **Senior Safety Advisory Group**
- **Tyndall Wellfield Advisory Committee**

Councillor Fawthrop

- **Committee of the Whole**
- **Audit Committee**
- **Cumberland Public Libraries Board**
- **L.A. Animal Shelter**
- **Tree Advisory Committee**
- **Tyndal Wellfield Advisory Committee**
- **YMCA Board of Directors**

Councillor Landry

- Committee of the Whole
- Audit Committee
- Advisory Committee to Reduce Poverty
- Planning Advisory Committee

Motion Carried

4.2 Housing Authority Board Appointment

Moved By Councillor Baker

Seconded By Councillor Christie

That Council direct staff to forward the submission of Darrell Jones as a representative of the Town of Amherst to the Minister of Community Services for consideration as the Town of Amherst representative on the Cobequid Housing Authority Board of Directors.

Motion Carried

4.3 Fluoride Plebiscite

Moved By Deputy Mayor Davidson

Seconded By Councillor Baker

That further to the results of the plebiscite and survey, Council does not approve of adding fluoride to the municipal water supply.

Motion Carried

4.4 Proceedings of Council Policy Amendments

Moved By Councillor Emery

Seconded By Councillor Christie

That Council approve the proposed amendments to the Proceedings of Council Policy.

Motion Carried

4.5 Signing Authority

Moved By Councillor Fawthrop

Seconded By Councillor Emery

That Council approve the proposed revisions reflected in the attached Signing Authority Policy.

Motion Carried

TOWN OF AMHERST POLICY

NUMBER 03400-01

PAGE 3 of 5

DEPARTMENT: CORPORATE SERVICES

TITLE: **SIGNING AUTHORITY POLICY**

Minutes reference date: 21 September 1992

Revision dates: 25 September 1995; 25 March 1996; 21 May 1996; 12 December 2000; 25 November 2002

26 January 2015; 23 November 2020

PURPOSE:

To identify signing officers of the Town of Amherst

POLICY STATEMENT:

1. All documents signed under the seal of the Town shall be signed by the:

- a) Mayor or Deputy Mayor (any one of them)

And

- b) Chief Administrative Officer, ~~Town Clerk~~ or ~~Chief Financial Officer Treasurer/Deputy Clerk~~ (any one of them).

2. All General, Payroll, Water, Stadium, Trust and Reserve Fund cheques, bank documents, etc., of the Town shall be signed by two signing officers. The signing officers of the Town shall be:

- a) Mayor, Deputy Mayor, Designated Councillor (any one of them)

And

- b) Chief Administrative Officer, ~~Town Clerk~~, or ~~Chief Financial Officer Treasurer/Deputy Clerk~~ (any one of them).

**Moved By Councillor Fawthrop
Seconded By Councillor Landry
That Council approve Councillor Sheila Christie to be the designated
councillor for signing authority for the Town of Amherst.**

Motion Carried

4.6 Maple Avenue Property Sale

**Moved By Councillor Landry
Seconded By Deputy Mayor Davidson**

I move that Council accept the offer to buy the property identified on the attached map by Shylock Homes for the amount \$16,001 and that the Mayor and CAO be authorized to sign a purchase and sale agreement and deed required to execute the property transaction.

Motion Carried

4.7 NSPI Solar Garden - Industrial Park Land Lease

**Moved By Deputy Mayor Davidson
Seconded By Councillor Emery**

That Council approve the lease agreement between the Town and Nova Scotia Power Incorporated and further authorize the Mayor and CAO to sign the agreement on behalf of the Town.

Motion Carried

4.8 December Meeting Dates

**Moved By Councillor Baker
Seconded By Councillor Landry**

That due to the Christmas holidays, Council reschedule the regular Committee of the Whole from Monday, December 21st to Monday, December 14th at 4:00p.m., and that the regular Council meeting scheduled for Monday, December 28th be rescheduled to Monday, December 21st at 6:00 p.m.

Motion Carried

5. INFORMATION / DISCUSSION ITEMS

5.1 Cumberland Public Library Annual Report 2019-2020

Information item; no direction given or action required.

6. INTERNAL COMMITTEE REPORTS

Due to the October Municipal Election, there were no reports available this month.

6.1 Planning Advisory Committee

6.2 Amherst Board of Police Commissioners

6.3 Audit Committee

6.4 Amherst Youth Town Council

7. EXTERNAL COMMITTEE REPORTS

Due to the October Municipal Election, there are no reports available this month.

7.1 Cumberland Public Libraries

7.2 Cumberland YMCA

7.3 Cumberland Joint Services Management Authority

7.4 Northern Region Solid Waste Committee

7.5 L. A. Animal Shelter

7.6 Senior Safety

7.7 Inter Municipal Tourism

7.8 Poverty Reduction

8. ADJOURNMENT

Moved By Deputy Mayor Davidson

Seconded By Councillor Christie

To adjourn the meeting at 7:25 p.m.

Motion Carried

Kimberlee Jones
Municipal Clerk

David Kogon, MD
Mayor

SYNOPSIS

Temporary Borrowing Resolution

Temporary borrowing resolutions (TBRs) are used as temporary financing for capital projects and, when approved by the Minister of Municipal Affairs and Housing, provide municipalities with the authority to permanently finance capital projects with long term debt when that is deemed appropriate.

Once the projects are completed and the actual costs are known, the Town will determine if debt financing continues to be appropriate for some or all of the projects below and enter into long-term borrowing with the Municipal Finance Corporation by issuing a debenture in the fall of 2021.

The projects included in the following motion were previously approved by Council in the capital budget process for the year ended March 31, 2021 with planned funding coming from long term debt.

MOTION:

That Council approve a Temporary Borrowing Resolution in the amount not exceeding \$1,378,000 for the following items, and submit it to the Department of Municipal Affairs and Housing for Ministerial approval:

Albion – water main replacement (water utility)	\$ 433,000
Wellfield generator (water utility)	240,000
Monitoring wells (water utility)	40,000
Fire truck – pumper truck	600,000
Land purchase	65,000
	<hr/>
	\$ 1,378,000



AMHERST TOWN COUNCIL

RFD# 2020087

Date: December 21, 2020

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Michael Hunter, CPA, CA - CFO

DATE: 21 December 2020

SUBJECT: Temporary Borrowing Resolution

ORIGIN: 2020-21 Capital Budget

LEGISLATIVE AUTHORITY: Section 66 of the *Municipal Government Act* provides that the Town of Amherst, subject to the approval of the Minister of Municipal Affairs, may borrow to expend funds for a capital purpose authorized by statute; Section 65 requires the Town to adopt a capital budget for the fiscal year and then can expend funds for capital purpose as identified in the Town’s capital budget.

RECOMMENDATION: That Council approve a Temporary Borrowing Resolution in the amount not exceeding \$1,378,000 for the following items, and submit it to the Department of Municipal Affairs for Ministerial approval:

- Albion – water main replacement (water utility) \$433,000
 - Wellfield generator (water utility) 240,000
 - Monitoring wells (water utility) 40,000
 - Fire truck – pumper truck 600,000
 - Land purchase 65,000
- \$1,378,000**

BACKGROUND: Temporary borrowing resolutions (TBRs) are used as temporary financing for capital projects. The Minister of Municipal Affairs allows municipalities to use TBRs to borrow funds on short term loans not exceeding 12 months. Once the projects are completed and the actual costs are known, the Town will enter into long-term borrowing with the Municipal Finance Corporation by issuing a debenture in the fall of 2021. We require the Minister’s approval of a TBR before we can apply for a debenture. The above projects were approved by Council in the 2020/21 capital budget process with funding from long term debt.

DISCUSSION: Similar to the General Borrowing Resolution approved by Council in the Spring, this TBR will give the Town the authority to borrow, *if required*, from our financial institution, RBC, for the completion of the capital projects identified. This is not to say the Town *will* borrow the funds, and it does not commit us to long term financing. The main purpose of this TBR is to obtain Ministerial approval so that we can borrow funds in the spring or fall in the debenture issue. This TBR will only be valid for 12 months from the date the Minister approves it. Due to the 12 month expiry date of the TBR we wait until later in the fiscal year to issue it so that it does not expire before the fall debenture issuance in the following year.



FINANCIAL IMPLICATIONS: There are no actual financial implications to approving the TBR unless we actually use it, as an overdraft or to finance the capital projects. If this occurs, the rate will be as that set out in the General Borrowing Resolution with RBC in the spring, prime minus ¼% on the amount borrowed. As stated earlier, the long-term financing of these projects will come in the form of debentures issued in the fall.

SOCIAL JUSTICE IMPLICATIONS: None

COMMUNITY ENGAGEMENT: None at this time.

ENVIRONMENTAL IMPLICATIONS: The financing of the capital projects is not expected to have any environmental implications.

ALTERNATIVES: There are really no viable alternatives to applying to the Minister of Municipal Affairs for this TBR. Such approval will be required before we can apply for long term financing.

ATTACHMENTS: Temporary Borrowing Resolution - Various Purposes and Schedule "A"

Report prepared by: Michael Hunter, CPA, CA - CFO

Report and Financial approved by:

**MUNICIPAL COUNCIL OF THE
TOWN OF AMHERST
TEMPORARY BORROWING RESOLUTION**

Amount: \$ 1,378,000

Purpose: Capital Budget Projects

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the Town of Amherst, subject to the approval of the Minister of Municipal Affairs and Housing, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the Town of Amherst has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for capital purposes as identified in their capital budget; and

WHEREAS the specific amounts and descriptions of the projects are contained in Schedule "A" (attached);

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the Town of Amherst borrow a sum or sums not exceeding One Million Three Hundred and Seventy-Eight Thousand Dollars (\$ 1,378,000) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the Town of Amherst to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that a sum or sums not exceeding One Million Three Hundred and Seventy-Eight Thousand Dollars (\$ 1,378,000) in total be borrowed from time to time from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the Town of Amherst held on the ____ day of _____, 2020.

GIVEN under the hands of the Clerk and under the seal of the Town of Amherst this ____ day of _____, 2020.

Clerk

**MUNICIPAL COUNCIL OF THE
TOWN OF AMHERST
TEMPORARY BORROWING RESOLUTION**

Amount: \$ 1,378,000

Purpose: Capital Budget Projects

SCHEDULE "A"

		\$
Heading: Water Utility		
Item	Albion Street - Croft to Queen - water main replacement	433,000.00
Item	Wellfield generator	240,000.00
Item	Monitoring wells	40,000.00
Item		
Heading Sub Total:		713,000.00
Heading: Fire Protection		
Item	Fire Truck - pumper truck	600,000.00
Item		
Item		
Item		
Heading Sub Total:		600,000.00
Heading: Recreation		
Item	Land purchase	65,000.00
Item		
Item		
Item		
Heading Sub Total:		65,000.00
Heading:		
Item		
Item		
Item		
Item		
Heading Sub Total:		0.00
TOTAL REQUEST CONTAINED WITHIN THIS RESOLUTION		1,378,000.00

SYNOPSIS

Challenge Fund Agreement

The Pathway to Canada Target 1 Challenge Fund (Challenge Fund) is a national project which provides funds, through provincial departments, to municipalities, non-profits and indigenous groups in order to secure lands which will make a significant contribution to conserving 17 percent of Canada's land and fresh water resources.

The proposed agreement could result in the Town of Amherst receiving a total of approximately \$1,352,020 in funding to secure land in and around the North Tyndal Wellfield. Through this project the Town will work with the Department of Environment to identify priority properties to be acquired and work towards property acquisition and protection. Depending on the unique circumstances of each property, final ownership may rest with the Town of Amherst or the Department of Environment.

The Town was chosen to participate due to our previous efforts to protect the land resources in this area, the area's unique biodiversity, as well as the importance of this area as a land bridge for species travelling between the peninsula of Nova Scotia and the mainland of the continent.

MOTION: That Council approve and authorize the Mayor and CAO to sign the attached Advancing Target 1 in Nova Scotia - A Collaborative Conservation Approach agreement between the Town of Amherst and the Nova Scotia Department of Environment.



AMHERST TOWN COUNCIL

RFD# 2020089

Date: December 21, 2020

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, Deputy CAO - Operations

DATE: December 21, 2020

SUBJECT: Challenge Fund Agreement

ORIGIN: The Nova Scotia Department of Environment contacted Town staff about participation in the Challenge Fund.

LEGISLATIVE AUTHORITY: Municipal Government Act Section **61 (1)** A municipality or a village may agree with any person for the provision of a service or a capital facility that the municipality or village is authorized to provide. Municipal Government Act Section **50 (1)** A municipality may acquire, and own property granted or conveyed to the municipality either absolutely or in trust for a public or charitable purpose.

RECOMMENDATION: That Council approve the agreement between the Town of Amherst and Nova Scotia Department of Environment entitled "Funding Agreement Advancing Target 1 in Nova Scotia – A Collaborative Conservation Approach".

BACKGROUND: Pathway to Canada Target 1 Challenge Fund (Challenge Fund) is a national project which provides funds, through provincial departments, to municipalities, non-profits and indigenous groups in order to secure lands which will make a significant contribution to conserving 17 percent of Canada's land and fresh water resources. Through the Fund the Nova Scotia Department of Environment will redistribute approximately \$10,442,556 to groups which entering into this funding agreement.

DISCUSSION: The proposed agreement could result in the Town of Amherst receiving a total of approximately \$1,352,020 in funding to secure land in and around the North Tyndal Wellfield. The Town was chosen to participate due to our previous efforts to protect the land resources in this area, the areas unique biodiversity, as well as the importance of this area as a land bridge for species travelling between the peninsula of Nova Scotia and the mainland of the continent.

Through this project the Town will work with the Department of Environment to identify priority properties to be acquired and work towards property acquisition and protection. Depending on the unique circumstances of each property, final ownership may rest with the Town of Amherst or the Department of Environment.



The draft agreement has been reviewed by our solicitor Brian Creighton, who provided the following comments:

Jason,

Doug forward the attached for me to review for the Town.

It looks to me be like a win-win for the Town, the natural habitat and environmental protection.

I am of the opinion that the Funding Agreement is well drafted and clear as to the intent and the objectives of the parties.

Besides, we would not want to “look a gift horse in the mouth”.

Congratulations!

FINANCIAL IMPLICATIONS: Up to \$1,352,020 could be available to the Town of Amherst for property acquisition. The Town will agree to contribute up to \$100,000 worth of in-kind services. These services mainly include salaries of staff working on the project during this time. There is no direct financial cost to the Town.

COMMUNITY ENGAGEMENT: If the agreement is approved, Town or Department of Environment staff will contact applicable land owners in the area about potentially selling their property.

ENVIRONMENTAL IMPLICATIONS: The end result of this project is to acquire additional land with the sole purpose of environmental / habitat protection. Any land in this area which is ‘protected’ also helps protect the long-term integrity of our municipal water system.

SOCIAL JUSTICE IMPLICATIONS: Increasing environmentally protected land helps current and future generations live in a more sustainable manner.

ALTERNATIVES: Do not enter into the proposed agreement and do not acquire additional lands for protection.

ATTACHMENTS: Funding Agreement Advancing Target 1 in Nova Scotia – A Collaborative Conservation Approach

Report prepared by: Jason MacDonald, Deputy CAO

Report and Financial approved by:

FUNDING AGREEMENT
Advancing Target 1 in Nova Scotia - A Collaborative Conservation Approach

This Agreement is made as of the ____ day of ____ March, 2020__

BETWEEN

Her Majesty the Queen in Right of the Province of Nova Scotia as
represented by the Minister of Environment
(Hereinafter referred to as “Nova Scotia Environment” or “NSE”)

AND

_____, a
body corporate with its registered office at _____ in
the County of _____, Province of Nova Scotia
(Hereinafter referred to as “the Recipient”)

WHEREAS by Agreement made the 31st day of January, 2020 (hereinafter called the “Contribution Agreement”), Environment and Climate Change Canada (hereinafter called “ECCC”) agreed to provide funding to Nova Scotia Environment under the Canada Nature Fund, to secure or expand high priority protected areas and to advance Target 1 ecological priorities and demonstrate significant progress and momentum towards Canada Target 1 in Nova Scotia;

AND WHEREAS the Contribution Agreement provides that Nova Scotia Environment may disburse funds received under the Contribution Agreement to Final Recipients who are eligible and have capacity to carry out the activities, projects and initiatives in accordance with the Contribution Agreement;

AND WHEREAS the purpose of this Funding Agreement is to provide funds to enable the Recipient to contribute to achievement of the purposes and expected results of the Contribution Agreement;

AND WHEREAS the Recipient has requested that Nova Scotia Environment contribute funding in accordance with the Contribution Agreement for the project and activities detailed in the Detailed Project Description attached hereto as Appendix B (hereinafter referred to as “the Project”);

NOW THEREFORE, in consideration of the covenants and agreements, the Recipient covenants and agrees with Nova Scotia Environment as follows:

1.0 Contribution of Funds

- 1.1. This Agreement will take effect on the date that both parties have signed the Agreement and, subject to its terms will remain in effect until March 31, 2023.
- 1.2. NSE's obligation to pay money to the Recipient for eligible expenditures under this Agreement is subject to an appropriation being available in the fiscal year of the Province during which payment becomes due and the successful recovery of those funds from ECCC in accordance with the Contribution Agreement. Method of payment shall be as stated in Appendix "A" to this Agreement.
- 1.3. Subject to Articles 1.2, 1.11, 3.1 and 5.1, NSE agrees to provide funding during the term of this Agreement to cover the Recipient's eligible expenditures for the Project as detailed in Appendix "C". The maximum amounts available in each of the four following Fiscal Periods are as follows:
 - For the Fiscal Period August 15, 2019-March 31, 2020: \$3500
 - For the Fiscal Period April 1, 2020-March 31, 2021: \$479,560
 - For the Fiscal Period April 1, 2021-March 31, 2022: \$428,040
 - For the Fiscal Period April 1, 2022-March 31, 2023: \$440,920.

The total cash and in-kind contributions secured or provided by the Recipient are \$100,000 as detailed in Appendix "C".

- 1.4. The Recipient is eligible to receive payments for the funds stated in Article 1.3 in advance of incurring eligible expenditures and/or in advance of being able to provide an accounting to NSE of the final type and amount of eligible expenditure incurred. To be eligible for an advance payment, the Recipient shall demonstrate the need for the requested advance payment by attaching the required supporting documents and information outlined in the prescribed form provided in Appendix D. If, at any time during the life of the Project, the Recipient determines that an advance is not needed, or can not sufficiently demonstrate the need for an advance payment, then the Recipient shall be reimbursed for the eligible expenditures incurred. Requests for payment may be submitted at any time during the Fiscal Period, but typically not more frequently than four times per Fiscal Period. The Recipient shall submit to NSE requests for payment using the prescribed form provided in Appendix D or an alternative format as provided or pre-approved by NSE.
- 1.5. A requested payment shall not result in total payments for the Fiscal Period exceeding the total funds available for the Fiscal Period as set out in Article 1.3. The Recipient may request a new advance without accounting for the use of any previous advance(s) as long as the unaccounted advance balances do not exceed fifty percent of the funds available for that Fiscal Period. NSE must respect the requirement to withhold the final payment, per Article 1.7, and may be required to

reduce any advance requests in the final Fiscal Period of the project accordingly. NSE may further limit the maximum unaccounted advance balances. NSE shall communicate any such restrictions to the Recipient, and amend this Agreement accordingly.

- 1.6 Should the Recipient request an advance that would otherwise cause the maximum unaccounted advance balance stated in Article 1.5 to be exceeded, then the Recipient shall either:
- reduce the amount of advance requested, to remain within the maximum unaccounted advance balance; or
 - account for some or all of any previous advance(s) when requesting the new advance, such that the cumulative advance unaccounted for by the Recipient does not exceed the maximum unaccounted advance balance.
- 1.7 The Recipient shall account for the use of some or all of any previous advance(s) by completing the prescribed form provided in Appendix D. During the final Fiscal Period, NSE shall withhold a minimum of ten percent of the funds allocated to the final Fiscal Period. NSE shall issue the final payment to reimburse the unpaid balance of eligible expenditures upon receipt and acceptance by NSE of the final report(s) required by Article 3.3. The Recipient shall submit the request for final payment with the final report(s) required by Article 3.3.
- 1.8 The Recipient shall not commit or purport to commit NSE to pay any money except as authorized by this Agreement.
- 1.9 The total cost of the eligible expenditures for funding for the Project is annexed as Appendix “C” which forms part of this Funding Agreement.
- 1.10 Any additional funding required by the Recipient to carry out the Project in excess of NSE’s total contribution amount identified in Articles 1.3, is the sole responsibility of the Recipient.
- 1.11 For the purpose of achieving the objectives of the Contribution Agreement and for the responsible administration of this Funding Agreement, NSE may, in consultation with the Recipient, in any year of the Project, suspend or reduce Project funding with respect to all or any part or parts of the Project by giving notice to the Recipient, and may, with the written consent of the Recipient, increase funding with respect to all or any part or parts of the Project.

2.0 Obligations of the Recipient

- 2.1 The Detailed Project Description and Itemized Budget Breakdown of Eligible Expenditure Costs shall form part of this Funding Agreement and are annexed as

Appendix “B” and Appendix “C” respectively. The Recipient shall not alter the scope of work or approved eligible costs without the prior written approval of NSE.

- 2.2 The Recipient agrees that the Project shall be undertaken in a manner required by and in all respects in strict conformity with the Detailed Project Description annexed as Appendix “B” and Itemized Budget Breakdown of Eligible Expenditure Costs annexed as Appendix “C”, except with the prior written approval of NSE or by amendment of this Funding Agreement.
- 2.3 The planned work as outlined in Appendix “B” shall be completed to the satisfaction of NSE not later than the 31st day of March in each Fiscal Period of the term of this Agreement.
- 2.4 The Recipient agrees to use the funds provided by NSE solely for the purposes of the project and eligible expenditures as outlined in the Detailed Project Description in Appendix “B” and Detailed Budget Breakdown of Eligible Expenditure Costs in Appendix “C”.
- 2.5 If the Recipient does not, within a particular year of the Project, complete the Project activities for that year within the term of this Agreement and if this Agreement has not been extended, renewed or amended, the Recipient shall return all remaining funds to NSE within 30 days.
- 2.6 The Recipient provides consent for the public disclosure by ECCC and NSE of any information provided to them by the Recipient in connection with their applications for funding of this project, or related activities falling within the scope of this agreement.
- 2.7 The Recipient provides consent to ECCC and NSE for the right to access the recipients’ premises and documents for the purpose of monitoring compliance with this agreement.

3.0 Reporting

- 3.1 The Recipient shall provide NSE with satisfactory interim reports (“Interim Reports”) on the status of their project no later than September 1st and December 1st of each fiscal year of this Agreement. The Interim Reports must provide a brief update on project activities and expected results as reflected in the Detailed Project Description in Appendix “B” , an accounting of the use of NSE funds issued within the current Fiscal Period as reflected in the Detailed Budget Breakdown of Eligible Expenditure Costs in Appendix “C”, and a financial forecast of expenditures pertaining to the balance of the Fiscal Period.

- 3.2 The Recipient shall provide NSE with satisfactory annual reports (“Annual Reports”), no later than April 15th of each Fiscal Period, an Annual Report including all of the following:
- (a) An annual project income and expenditure summary which identifies all sources and uses of the project funds during the preceding Fiscal Period;
 - (b) A statement detailing the use of NSE Contributions provided during the preceding fiscal Period, including an explanation of any financial variances.
 - (c) A description of project activities and results in the context of the Detailed Project Description in Appendix “B”, including an explanation of any deviations from expected results.

- 3.3 Following the completion of the Project, the Recipient shall, no later than April 15, 2023, provide NSE with a final report (“Final Report”) including the following information:

- (a) A project income and expenditure summary which identifies all sources and use of the total project funds over the duration of the entire Agreement;
- (b) A statement detailing the use of NSE’s contributions provided over the duration of the entire Agreement, including an explanation of any financial variances.
- (c) A description of project activities and results in the context of the Detailed Project Description(s) over the duration of the entire Agreement.

Per Article 1.7, the Recipient shall submit the Final Report to the satisfaction of NSE before the final payment under this Agreement is made.

- 3.4 All Interim, Annual, and Final Reports submitted by the Recipient shall be provided in accordance with templates to be provided by NSE following the signing of this Agreement or alternative formats as pre-approved by NSE, and shall be certified by a senior officer of the Recipient’s organization (such as CEO or CFO) attesting to the correctness and completeness of the financial information provided.
- 3.5 The Recipient shall, no later than April 15th of each Fiscal Period, provide NSE with all other reports, products, and deliverables required to produced for the preceding Fiscal Period in accordance with the Detailed Project Description (Appendix “B”) and Itemized Budget Breakdown of Eligible Expenditures (Appendix “C”).
- 3.6 The Recipient shall make all reasonable efforts to respond to ad-hoc requests by NSE for information on Project progress. Failure to do so may delay funding

allocations/disbursements. The Recipient shall also advise NSE immediately of any substantial events that could impact the Project timeline or cashflow requirements.

- 3.7 The Recipient shall provide NSE, as and when requested, information and/or supporting documentation NSE deems appropriate to enable NSE to review and accept any request for payment. In such case, NSE should advise the Recipient of the appropriate level of detail and of any specific supporting documentation required.

4.0 Funding Acknowledgements

- 4.1 The Recipient agrees to publicly acknowledge this contribution in all publications by using Environment and Climate Change Canada's logo, decal, and/or name as determined for the Canada Nature Fund - Challenge Fund.
- 4.2 The Recipient agrees to publicly acknowledge all other project partners where reasonable and appropriate, including NSE, in all publications by using the logos, decals, and/or names according to the partner's preference. Logos other than the Recipient's are to be provided to the Recipient by NSE.
- 4.3 The recipient agrees to assist NSE to comply with Part VII of the Official Languages Act, by agreeing to use bilingual materials in all publications and similar engagement or communication products (i.e. project websites, project social media account(s), brochures, handouts, newsletters, reports, directional and educational signs, media advertisement (newspapers, radio, social media). Public workshops/events will be planned to enable bilingual audience participation. NSE will be responsible for the cost of French translation.
- 4.4 The Recipient agrees to comply with the requirements of all applicable Federal and Provincial Government regulatory bodies and agencies.

5.0 Termination

- 5.1 NSE may immediately terminate this Agreement if the Recipient breaches or defaults on any term or condition and fails to remedy the same in a manner deemed satisfactory to the Province within ten (10) days of being given written notice of the breach or default.
- 5.2 The termination of this Agreement shall not affect any rights, duties, obligations or liabilities that arise or have accrued prior to the effective date of termination or which survive the termination.

- 5.3 In the case of a breach of this Agreement, the share of the contribution to be reimbursed by the Recipient to NSE shall be determined by NSE and written notice of the requirement for repayment shall be provided by NSE to the Recipient.

6.0 Liability and Indemnity

- 6.1 NSE will not be liable for any claims, actions, suits, damages, costs or expenses arising from any injury, death or damage to property resulting from or arising out of any act or omission of the Recipient, its servants, agents or contractors in carrying out the Agreement.
- 6.2 The Recipients shall indemnify and save harmless the Province, its Ministers, officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings of any kind based upon injury, including death, to any person, or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Recipient, its servants or agents in carrying out this Agreement.

7.0 Governing Laws

- 7.1 The laws of the Province of Nova Scotia govern all matters arising out of this Agreement. This Agreement shall enure to the benefit of and is binding upon the Parties hereto and their successors and assigns.
- 7.2 The Recipient shall respect all applicable federal and provincial laws and standards in carrying out the Project.

8.0 Relationship

- 8.1 Pursuant to this Agreement the Recipient is the recipient of a grant of funding from the Province. The Recipient and any employee, servant, agent, contractor or volunteer of the Recipient are not an agent, employee or servant of the Province.
- 8.2 The Recipient has no authority to bind the Province to any agreement and agrees that it will not hold itself out as having any authority on behalf of the Province to bind or act on behalf of the Province.
- 8.3 Any intellectual property rights created by the Recipient in association with the Project shall vest in and remain the property of the Recipient. The Recipient hereby grants to ECCC and NSE a non-exclusive, unconditional, irrevocable, perpetual, worldwide, royalty-free right to exercise all intellectual property rights that vest in the Recipient for any public purpose except commercial exploitation in competition with the Recipient. ECCC's and NSE's license includes the right to use, produce, publish, translate, reproduce, adapt, modify, disclose, share, distribute, and broadcast the intellectual property. The Recipient shall further be

responsible for providing ECCC and NSE upon request, a written permanent waiver of moral rights (as this term is defined in the Copyright Act, R.S.C., c. C-42), from every author that contributes to the intellectual property that is subject to copyright protection.

9.0 Amendment and Assignment

9.1 This Agreement may be extended, renewed or amended from time to time on such terms and conditions as the Parties may agree in writing.

9.2 The Recipient is not permitted to assign the Agreement without the prior written consent of NSE, which consent may be withheld for any reason.

10.0 Conflict of Interest

10.1 The Recipient confirms and warrants that it has, for the duration of this Agreement, no interest, pecuniary or otherwise, in any business matter that would put it in a real and/or apparent conflict of interest. The Recipient shall immediately notify NSE, in writing should any real and/or apparent conflict of interest exist or arise that could have a direct impact on NSE's contribution to the Project.

11.0 Notice

11.1 All notices and communication under this Agreement will be duly given upon being delivered by hand, or three days after being posted or sent by registered mail, to a Party hereto at the following address:

For the Province

Nova Scotia Environment

PO Box 442

1903 Barrington Street, Suite 2085

Halifax NS B3J 2P8

Attention: Neil Morehouse, Manager Protected Areas and Ecosystems

For the Recipient

[Please insert contact info here]

Any party may at any time give notice in writing to the other of any change of address of the party giving such notice and the address therein specified shall be deemed to be the address of each party for the purpose of giving notice hereunder.

12.0 Appendices

- 12.1 Appendix “A” sets forth the METHOD OF PAYMENT and forms part of this Contribution Agreement.
- 12.2 Appendix “B” sets forth the DETAILED PROJECT DESCRIPTION and forms part of this Contribution Agreement.
- 12.3 Appendix “C” contains the approved ITEMIZED BUDGET BREAKDOWN OF ELIGIBLE EXPENDITURE COSTS for the project and forms part of this Contribution Agreement (in this case, the original application).
- 12.4 Appendix “D” contains RECIPIENT PAYMENT REQUEST FORM and forms part of this Contribution Agreement.

13.0 Miscellaneous

- 13.1 All references to monetary amounts in this Agreement shall be to Canadian dollars.
- 13.2 Time shall be of the essence in this Agreement.
- 13.3 This Agreement, including any schedules, contains the entire agreement between the parties with respect to the subject matter hereof. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement and none have been relied on.
- 13.4 The division of this Agreement into sections and the insertion of headings are for convenience and reference only and do not affect the interpretation of this Agreement.
- 13.5 If any term or provision of this Agreement is found to be illegal or unenforceable, it will be deemed to be severed from this Agreement and the remaining provisions will nevertheless continue to be in full force and effect.
- 13.6 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by all parties.
- 13.7 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterparty of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

Her Majesty the Queen in right of the Province of Nova Scotia, as represented by the Minister of Environment

Date

per: Frances Martin
Deputy Minister of Environment

For the Recipient

Date

Name (please print)

Witness Name (please print)

Position (please print):

Witness Signature

(Signature)
Having the authority to bind the Recipient association

Second Signature for the Recipient (if required)

Date

Name (please print)

Witness Name (please print)

Position (please print):

Witness Signature

(Signature)
Having the authority to bind the Recipient association

APPENDIX “A”

METHOD OF PAYMENT

- i. To receive payment under this Agreement in accordance with Article 1.3, the Recipient must provide NSE with a request for payment in accordance with Articles 1.4-1.7 using the prescribed form provided in Appendix D.

APPENDIX "B"

DETAILED PROJECT DESCRIPTION

Town of Amherst Work Plan: Advancing Target 1 in Nova Scotia - A Collaborative Conservation Approach

Activity Type	Activity Description	Expected Results of Activity *(Description of Results/Progress, including indicators, outcomes, documentation, etc.)	Start/End Dates
Year 1: 2019–2020			
Planning (Cross-cutting)	Participate, as appropriate, in Challenge Fund partners collaborative working group to prioritize parcels and coordinate landowner outreach and private land securement.	Private land protection better targeted to maximize ecological and other benefits. Outcomes: Feed in, as appropriate, to group work and products such as analysis report(s) – including maps, GIS files, database, etc.	08/19-03/20
Planning (Cross-cutting)	Maintain appropriate oversight and accountability mechanisms for the use of Canada Nature Fund funds by the Town of Amherst.	Effective fund management. Outcomes: Resources and mechanism are in place, and contribution agreement is signed	08/19-03/20
Securement of Private Land (Cross-cutting)	Identify owners of priority parcels for private land securement. Implement landowner outreach, education and engagement strategies. Initiate negotiations with willing landowners. Prepare to secure lands by undertaking necessary supporting activities (e.g., appraisal, survey, etc.).	Landowners are known and aware of and incentivized to take conservation actions. Outcomes: List of landowners for priority sites. Successful landowner contacts are proceeding towards land securement. Activities prerequisite to securement are underway for at least one property.	08/19-03/20
Year 2: 2020–2021			
Planning (Cross-cutting)	Participate, as appropriate, in Challenge Fund partners collaborative working group to prioritize parcels and coordinate landowner outreach and private land securement.	Private land protection better targeted to maximize ecological and other benefits. Outcomes: Feed in, as appropriate, to group work and products such as analysis report(s) – including maps, GIS files, database, etc.	04/20-03/21
Planning (Cross-cutting)	Maintain appropriate oversight and accountability mechanisms for the use of Canada Nature Fund funds by the Town of Amherst.	Effective fund management. Outcomes: Resources and mechanism are in place and reflected in effective reporting.	04/20-03/21
Securement of Private Lands (Cross-cutting)	Identify owners of priority parcels for private land securement. Implement landowner outreach, education and engagement strategies. Initiate negotiations with willing landowners. Raise private or other contributions as necessary, and secure lands through acquisition, easements, or other means.	Landowners are known and aware of and incentivized to take conservation actions. Outcomes: List of landowners for priority sites. Successful landowner contacts are proceeding towards land securement. Sites are protected by the Town in cooperation with, as necessary, the Province and/or land trusts. Sites are reported and announced. Approximately 185 ha in the Chignecto Isthmus and of importance for biodiversity, ecological connectivity, and/or Town of Amherst water supply secured by the Town of Amherst and/or other NS Target 1 Challenge partners and protected to Pan-Canadian Standards, and 25 ha of pre-existing Amherst lands protected to same standards.	04/20-03/21
Year 3: 2021–2022			
Planning (Cross-cutting)	Participate, as appropriate, in Challenge Fund partners collaborative working group to prioritize parcels and coordinate landowner outreach and private land securement.	Private land protection better targeted to maximize ecological and other benefits. Outcomes: Feed in, as appropriate, to group work and products such as analysis report(s) – including maps, GIS files, database, etc.	04/21-03/22
Planning (Cross-cutting)	Maintain appropriate oversight and accountability mechanisms for the use of Canada Nature Fund funds by the Town of Amherst.	Effective fund management. Outcomes: Resources and mechanism are in place and reflected in effective reporting.	04/21-03/22
Securement of Private Lands (Cross-cutting)	Identify owners of priority parcels for private land securement. Implement landowner outreach, education and engagement strategies. Initiate negotiations with willing landowners. Raise private or other contributions as necessary, and secure lands through acquisition, easements, or other means.	Landowners are known and aware of and incentivized to take conservation actions. Outcomes: List of landowners for priority sites. Successful landowner contacts are proceeding towards land securement. Sites are protected by the Town in cooperation with, as necessary, the Province and/or land trusts. Sites are reported and announced. Approximately 165 ha in the Chignecto Isthmus and of importance for biodiversity, ecological connectivity, and/or Town of Amherst water supply secured by Amherst and/or other NS Target 1 Challenge partners with a commitment that they be protected to Pan-Canadian Standards.	04/21-03/22
Year 4: 2022–2023			
Planning (Cross-cutting)	Participate, as appropriate, in Challenge Fund partners collaborative working group to prioritize parcels and coordinate landowner outreach and private land securement.	Private land protection better targeted to maximize ecological and other benefits. Outcomes: Feed in, as appropriate, to group work and products such as analysis report(s) – including maps, GIS files, database, etc.	04/22-03/23
Planning (Cross-cutting)	Maintain appropriate oversight and accountability mechanisms for the use of Canada Nature Fund funds by the Town of Amherst.	Effective fund management. Outcomes: Resources and mechanism are place and in reflected in effective reporting.	04/22-03/23
Securement of Private Lands (Cross-cutting)	Identify owners of priority parcels for private land securement. Implement landowner outreach, education and engagement strategies. Initiate negotiations with willing landowners. Raise private or other contributions as necessary, and secure lands through acquisition, easements, or other means.	Landowners are known and aware of and incentivized to take conservation actions. Outcomes: List of landowners for priority sites. Successful landowner contacts are proceeding towards land securement. Sites are protected by the Town in cooperation with, as necessary, the Province and/or land trusts. Sites are reported and announced. Approximately 170 ha in the Chignecto Isthmus and of importance for biodiversity, ecological connectivity, and/or Town of Amherst water supply secured by Amherst and/or other NS Target 1 Challenge partners with a commitment that they be protected to Pan-Canadian Standards.	04/22-03/23

APPENDIX “C”

ITEMIZED BUDGET BREAKDOWN OF ELIGIBLE EXPENDITURE COSTS

Itemized Budget Breakdown of Eligible Expenditure Costs - Town of Amherst											
Project Expenditures		Year 1 (2019-2020)		Year 2 (2020-2021)		Year 3 (2021-2022)		Year 4 (2022-2023)		Total	
Expenditure Detail	Expenditure Category	ECCC Cash disbursed by NS	In-kind value from Amherst	ECCC Cash disbursed by NS	In-kind value from Amherst	ECCC Cash disbursed by NS	In-kind value from Amherst	ECCC Cash disbursed by NS	In-kind value from Amherst	ECCC Cash disbursed by NS	In-kind value from Amherst
Landowner Contact (for private land acquisitions)	Salaries and wages		\$10,000		\$10,000		\$10,000		\$10,000	\$0	\$40,000
	Vehicle rental and operation expenditures	\$0		\$1,000		\$1,000		\$1,000		\$3,000	\$0
	Communications	\$0		\$500		\$500		\$500		\$1,500	\$0
										\$0	\$0
Private Land Securement and Designation as Protected Areas (focused on areas of importance for ecological connectivity between protected areas [especially in the Chignecto Isthmus region], and other areas of high biodiversity and water supply value)	Salaries and Wages		\$10,000		\$10,000		\$10,000		\$10,000	\$0	\$40,000
	Vehicle rental and operation expenditures	\$0		\$1,000		\$1,000		\$1,000		\$3,000	\$0
	Communications	\$0		\$500		\$500		\$500		\$1,500	\$0
	Cost associated with eligible land securement initiatives and projects such as land costs, legal charges, appraisals, surveys, baseline documentation, land transfer tax	\$3,500	\$5,000	\$476,560	\$5,000	\$425,040	\$5,000	\$437,920	\$5,000	\$1,343,020	\$20,000
	ECCC Cash disbursed by NS	\$3,500		\$479,560		\$428,040		\$440,920		\$1,352,020	
	Contribution from Town of Amherst		\$25,000		\$25,000		\$25,000		\$25,000		\$100,000

Section 3: Advances

	Amount
Advance limit for current fiscal year (from Article 1.5 of your Agreement)	
Advance(s) already issued	
Advance(s) previously accounted for (excluding amount from Section 2 above)	
Advance(s) to be accounted for in Section 2 above	
Advance that is unaccounted for	
Current available advance limit	
Advance requested (see note below)	

Note: You must clearly demonstrate the need for any advance. Provide an updated cashflow, if it has changed since the last time submitted to NSE. You should also provide other supporting documents to demonstrate the need for an advance, clearly indicating a gap between the timing of the project costs and the funding received from all project funders.

Section 4: Payment Amount

<u>This Payment</u>	<u>Requested</u>
Reimbursement of Eligible Expenses Requested	
Advance Payment Requested	
Payment to be Issued	

Section 5: Payment Summary

	Current Fiscal Year
Total ECCC Funding to be Disbursed by NSE	
Total of previous advance payments and reimbursements	
Current payment (from Section 4 above)	
Total Payments	
Balance of Funding Available	

Section 6: Recipient Certification

I hereby certify that the information provided in this form is accurate and that any payment requested is for an eligible expenditure as defined by the Agreement.

Name and Title (Print)

Signature

Date

SYNOPSIS

Dr. & Mrs. H.E. Christie Community Foundation Donation

The Town received a request from Paul Mahaney, Executive Director of The Dr. & Mrs. H.E. Christie Community Foundation, to accept a \$10,000 donation to be used for Cumberland County Minor Hockey Association Programs.

MOTION:

That Council approve the acceptance of the donation from The Dr. & Mrs. H.E. Christie Community Foundation and the disbursement to Cumberland County Minor Hockey Association in the amount of \$10,000, in accordance with the request of the donor.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Michael Hunter CFO, CPA, CA

DATE: December 21, 2020

SUBJECT: **Donation for Children's Programs from The Dr. & Mrs. H.E. Christie Community Foundation**

ORIGIN: The Town received a request from Paul Mahaney, Executive Director of The Dr. & Mrs. H.E. Christie Community Foundation, to accept a \$10,000 donation to be used for Cumberland County Minor Hockey Association Programs

LEGISLATIVE AUTHORITY: Income Tax Act - Canada Revenue Agency Charity Guidelines

RECOMMENDATION: That Council approve the acceptance of the donation from The Dr. & Mrs. H.E. Christie Community Foundation and disbursement to Cumberland County Minor Hockey Association, in accordance with the request of the donor.

BACKGROUND: The Town, in the past, has accepted donations of this nature to issue a charity receipt to the donor and disburse funds to the requested program

DISCUSSION: N/A

FINANCIAL IMPLICATIONS: Programs are fully funded by donations, no financial cost to Town

COMMUNITY ENGAGEMENT: None required

ENVIRONMENTAL IMPLICATIONS: N/A

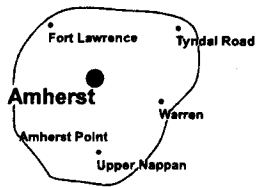
SOCIAL JUSTICE IMPLICATIONS: This donation will assist with the financial cost of those who participate in the Cumberland County Minor Hockey Association.

ALTERNATIVES: N/A

ATTACHMENTS: Cheque will follow if Council approves; Letter from the Christie Foundation

Report prepared by: Michael Hunter, Chief Financial Officer
Report and Financial approved by:





Christie Fund

Christie - Smith Community Fund

consisting of

The Hugh E. Christie Fund and the Michael D. Smith Fund
administered by

The Dr. & Mrs. H.E. Christie Community Foundation

P.O Box 986, Amherst, Nova Scotia B4H 4E1
Phone:(902)667-9650 E-mail: TCCF@eastlink.ca



Smith Fund

Trustees:

David H. Christie	18 September, 2020
Morris J. Haugg	Town of Amherst
Jennifer Brennan	98 Victoria Street East
Barry MacLeod	Amherst, NS
Donna Fitzpatrick	B4H 4A1
Mark Carter	Attn: Greg Herrett, CPA, CA
Linda Macleod	Chief Administrative Officer

Sir,

The Board of Trustees for the Dr. & Mrs. H.E. Christie Community Foundation met last evening and approved a grant of \$10,000.00 for the Cumberland County Minor Hockey Association.

As they are not qualified to receive a grant directly from the Foundation, we request that the Town of Amherst Council consider accepting this grant on behalf of the CCMHA and if they agree, we will provide a cheque to the Town of Amherst in the amount of \$10,000.00 for the CCMHA. Should this be approved, I would ask that a receipt be provided to the Foundation for its audit and tax purposes.

The contact for the CCMHA is Terry Nichol, phone 902 664 3305 should you have any questions for him.

Looking forward to hearing from you and the Town Council.

Sincerely,

Paul A. Mahaney
Administrator

SYNOPSIS

Benevity Community Impact Fund

The Town has received a donation of \$10,000 from Stephen Maltby via the Benevity Community Impact Fund to be spent on the following Children's Programs:

Cumberland Spartans Swim Club	\$ 2,500
Amherst Bantam Baseball	2,000
Amherst Little League	2,000
Cumberland County Minor Hockey Association	2,500
Fundy Soccer	1,000
	<u>\$ 10,000</u>

MOTION:

That Council approve the acceptance of the donation from Stephen Maltby via the Benevity Community Impact Fund and the disbursements noted above, in accordance with the request of the donor.



AMHERST TOWN COUNCIL

RFD# 2020093

Date: December 21, 2020

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Michael Hunter CFO, CPA, CA

DATE: December 21, 2020

SUBJECT: **Donation for Children’s Programs from Stephen Maltby**

ORIGIN: The Town received a cheque for \$10,000 from Stephen Maltby via the Benevity Fund to be spent on the following Children’s Programs:

Cumberland Spartans Swim Club	\$ 2,500
Amherst Bantam Baseball	2,000
Amherst Little League	2,000
Cumberland County Minor Hockey Association	2,500
Fundy Soccer	1,000
	<u>\$ 10,000</u>

LEGISLATIVE AUTHORITY:

Income Tax Act - Canada Revenue Agency Charity Guidelines

RECOMMENDATION:

That Council approve the acceptance of the donation from Stephen Maltby via the Benevity Fund and disbursements, in accordance with the request of the donor

BACKGROUND:

The Town, in the past, has accepted donations of this nature to issue a charity receipt to the donor and disburse funds to the requested program

DISCUSSION: N/A

FINANCIAL IMPLICATIONS:

Programs are fully funded by donations, no financial cost to Town

COMMUNITY ENGAGEMENT:

None required

ENVIRONMENTAL IMPLICATIONS:

N/A

SOCIAL JUSTICE IMPLICATIONS:

These funds will alleviate some of the costs to the participants of these programs.

ALTERNATIVES:

Option to return funds to donor instead of supporting Community Programs

ATTACHMENTS:

Copy of the cheque for \$10,000; e-mail from Stephen Maltby indicating how funds are to be disbursed



Report prepared by: Michael Hunter, Chief Financial Officer
Report and Financial approved by:

Name Town Municipality or Amherst	Date YYYY-MM-DD 2020-10-30	Cheque # 073071	Amount CAD \$ *****10,000.00	Disbursement ID 4UDLLEE82F
Canadian Imperial Bank of Commerce				

You have received this cheque through the Benevity Giving Platform.
 This disbursement includes donations from employees and/or matching funds from at least one of Benevity's corporate clients (listed above). These companies and applicable privacy laws require us to confirm your organization's identity before releasing any confidential information. To see reports and donor information on this and other donations, please activate your Charity Profile at causes.benevity.org.
 By accepting these funds, you are agreeing to the terms of use at the Benevity Causes Portal, located here: causes.benevity.org/terms-of-use.

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NO. **073071**

Date **2020 10 30**
YYYY MM DD

PAY **Ten Thousand dollars and 00 cents**

\$ ***10,000.00**

TO THE ORDER OF Town Municipality of Amherst

Amount CAD
Void after 180 days

Disbursement ID 4UDLLEE82F



 Authorized Signature



 Authorized Signature

⑈073071⑈ ⑆00009⑈003⑆ 134⑈301⑈1⑈

Town Municipality of Amherst
98 East Victoria Street
Amherst, NS B4H1X6, CA

Michael Hunter

From: Maltby, Stephen <Stephen.Maltby@cibc.com>
Sent: December 1, 2020 8:50 AM
To: Michael Hunter
Subject: RE:

Here how I would like to allocate it:

\$2500---Cumberland Spartans Swim Club, , Amherst, NS, , Sarah Gloade 902-694-4059.
\$2000-Amherst BANTAM Baseball -Darrell Cole
\$2000-Amherst little League
\$2500-Cumberland Minor Hockey
\$1000-Fundy Soccer

Stephen Maltby CPA,CA

First Vice President

Managing Director,Region Head,Branch Manager

CIBC Private Wealth Management & CIBC Wood Gundy

Atlantic Canada

CIBC World Markets Inc.



CIBC Wood Gundy
Suite 1801-1969 Upper Water Street, Purdy's Wharf, Halifax NS B3J 3R7
Tel: (902) 420-8202 Fax: (902) 429-8323
Cell: (902) 441-6963

Email: stephen.Maltby@cibc.ca

Amherst NS Office:
Toll Free: 1-888-892-2111
Cell: (902) 441-6963

Tel: (902) 667-2006
Fax: (902) 667-1140
CIBC Building, 32 Church Street, Suite 202, P.O. Box 112
Amherst, Nova Scotia B4H 3Y6

SYNOPSIS

Community Credit Union Business Innovation Center Naming Rights Agreement

In 2016 the Town of Amherst and Community Credit Union (CCU) entered into a naming rights agreement for \$200,000 in return for the naming rights of the newly renovated former Town Hall, now known as the Community Credit Union Business Innovation Centre. CCU made annual payments in 2016, 2017, 2018 and 2019 but due to significant financial losses has been unable to make the payment due on January 1, 2020. This resulted in the CCU making a proposal to change the payment schedule among other things.

During discussion with regard to a potential agreement the CCU was advised that the Town was pleased that CCU had made the proposal and that the Town was anxious to find a way to continue the agreement while staying true to the original intent of the agreement and, above all, ensuring that the total amount of the contribution under the agreement was still eventually received from CCU.

The tentative agreement reached is reflected in the proposed MOU.

MOTION:

That Council approve the attached Memorandum of Agreement (MOU) between the Town of Amherst and the Community Credit Union of Cumberland Colchester Limited which extends the period for payments under the Naming Rights agreement and waives arrears interest in the amount of \$1,119.27 and usage charges in the amount of \$275.00, and authorize the CAO to sign the MOU on behalf of the Town.



AMHERST TOWN COUNCIL

RFD# 2020085

Date: December 21, 2020

TO: Mayor Kogon and Members of Council

SUBMITTED BY: GD Herrett, CPA,CA
Chief Administrative Officer

DATE: December 21, 2020

SUBJECT: Community Credit Union Business Innovation Centre Naming Rights Agreement –

ORIGIN: Letter of request from and discussions with Mr. Georg Oberprieler, CEO Community Credit Union of Cumberland and Colchester Ltd (CCU).

LEGISLATIVE AUTHORITY: Municipal Government Act 61(1) and (2) authorize the Town to enter into agreements for the provision of services.

RECOMMENDATION: That Council approve the attached Memorandum of Agreement (MOU) between the Town of Amherst and the Community Credit Union of Cumberland Colchester Limited which extends the period for payments under the Naming Rights agreement and waives arrears interest in the amount of \$1,119.27 and usage charges in the amount of \$275.00 and authorize the CAO to sign the MOU on behalf of the Town.

BACKGROUND: In 2016 the Town of Amherst and CCU entered into a naming rights agreement for \$200,000 in return for the naming rights of the newly renovated former Town Hall, now known as the Community Credit Union Business Innovation Centre. The agreement is attached. CCU made annual payments in 2016, 2017, 2018 and 2019 but due to significant financial losses has been unable to make the payment due on January 1, 2020.

At the November 2020 in camera meeting of Committee of the Whole, the CAO reviewed the proposal with Council. On his recommendation, Council directed the CAO to negotiate an amendment with the Community Credit Union of Cumberland and Colchester Ltd. that reflects the request to extend the length of the payment period by halving the annual payment and bring back the final amendment to Council for final approval.

DISCUSSION: During discussion with regard to a potential agreement the CCU was advised that the Town was pleased that CCU had made the proposal and that TOA was anxious to find a way to continue the agreement while staying true to the original intent of the agreement and, above all, ensuring that the total amount of the contribution under the agreement was still eventually received from CCU.

The tentative agreement reached is reflected in the proposed MOU.



FINANCIAL IMPLICATIONS: \$1,199.27 in arrears interest would be waived and would hit the bottom line this year as this interest has already been recognized as revenue.

There remain 3 outstanding payments of \$28,571.42. We carry the outstanding balance of all payments due as a receivable so there is no direct impact on the operating budget of a delay in receiving the funds.

\$275 in facility rentals are proposed to be waived. This would reduce income by that amount as the rentals have already been recognized as revenue in the current year.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications

COMMUNITY ENGAGEMENT: As this issue relates to the enforcement of an existing legal agreement there is no engagement planned.

ALTERNATIVES:

- 1) Council could insist on strict adherence to the agreement and authorize an action for breach of contract. While this is certainly with Council prerogative it would involve unpleasant and public legal action. It may well be that, should negotiations fail, Council will have to come back to this option but initially CAO recommends attempting to avoid it.
- 2) Some other form of counter offer could be directed to be made.

ATTACHMENTS:

- 1) Proposed MOU with CCU.

Report prepared by: GD Herrett, CPA, CA
Report and Financial approved by:

This Memorandum of Understanding is made this ____ day of _____, 2020_

BETWEEN: THE TOWN OF AMHERST, a municipal body corporate
(hereinafter called "Amherst")

OF THE FIRST PART

-and-

THE COMMUNITY CREDIT UNION OF CUMBERLAND
COLCHESTER LIMITED, a body corporate
(hereinafter called "CCU")

OF THE OTHER PART

WHEREAS the parties have previously agreed on February 10, 2016 to the CREDIT UNION BUSINESS INNOVATION CENTRE NAMING AGREEMENT, a copy of which forms Appendix 1 to this MOU; and

WHEREAS CCU has experienced significant financial challenges during its 2019 fiscal year that have resulted in significant losses; and

WHEREAS CCU has failed to make the \$28,571.42 that was due on January 1, 2020, resulting in a total outstanding balance of \$85,714.26 remaining to be paid in accordance with Paragraph 4 (a) of the original agreement (Schedule 1) and accrued interest charges of \$xxx to date; and

WHEREAS CCU has paid \$xxx in rental charges for use of the subject facility during the months of October, November and December of 2020; and

WHEREAS CCU has requested that the payment schedule set out in Paragraph 4(a) of Appendix 1 be amended to allow it more flexibility in meeting its obligations; and

WHEREAS Amherst has indicated its willingness to agree to certain changes to the original agreement and the waiver of some charges for interest and usage;

NOW THEREFORE the Parties agree as follows:

1. That the payment schedule set out in Paragraph 4(a) of the original agreement (Appendix 1) be amended to reflect the following schedule:
 - a. On signing this MOU - \$14,285.71
 - b. January 1, 2021 - \$14,285.71
 - c. January 1, 2022 - \$14,285.71
 - d. January 1, 2023 - \$14,285.71

- e. January 1, 2024 - \$14,285.71
- f. January 1, 2025 - \$14,285.70

- 2. That CCU shall agree to pay outstanding accrued interest charged relating to February, June and July of \$882.51. Interest of \$1199.27 for August to November of 2020 shall be waived by Amherst.
- 3. That Amherst shall credit CCU's account facility usage charges of \$275.00, which have been fully paid, for the months of October and November of 2020.
- 4. That the net amount resulting from paragraphs 3 and 4 above shall be paid by CCU to Amherst on signing this MOU.
- 5. That no other changes to the original agreement shall result from this MOU;

In witness whereof the Parties have executed this MOU by their authorized signing officers the day and year first above written:

The Town of Amherst

Per _____

Community Credit Union of Cumberland
Colchester Limited

Per _____

COMMUNITY CREDIT UNION BUSINESS INNOVATION CENTRE NAMING AGREEMENT

THIS AGREEMENT made as of the 10th day of February, 2016.

BETWEEN:

TOWN OF AMHERST, a municipal corporation in the Province of Nova Scotia
(herein referred to as the "Town")

- and -

COMMUNITY CREDIT UNION OF CUMBERLAND COLCHESTER LIMITED, a credit
union incorporated under the laws of Nova Scotia
(herein referred to as "CCU")

WHEREAS the parties wish to enter into this Agreement whereby CCU shall have the right to name the Business Innovation Centre being developed by the Town at Ratchford Street in the Town and shall grant to the Town a non-exclusive, non-transferrable license to use the Identifying Marks listed in Schedule "A" in accordance with the terms and conditions set forth herein;

NOW THEREFORE this Agreement witnesses that for valuable consideration (the receipt and sufficiency of which each of the parties acknowledges), the parties agree as follows:

1. DEFINITIONS

Where used herein or in any schedules or amendments hereto, the following terms shall have the following meanings:

- a. **"Affiliate"** means with respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct common control of such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or determine the direction of the management and policies of such other Person, whether through the ownership of voting securities by contract or otherwise;
- b. **"Applicable Laws"** means the laws of the Province of Nova Scotia and Canada;
- c. **"Identifying Marks"** means the specific marks as used by the CCU from time to time to promote its identity and the credit union movement generally and as described in Schedule "A" to this Agreement.
- d. **"Merchandise"** means any or all products, including, without limitation, articles of clothing, uniforms and equipment, bearing the Identifying Marks;

- e. "Person" means an individual, corporation, division, partnership, governmental body, association or unincorporated organization;
- f. "Programs" means the community programs and activities to be offered by the Town or its Affiliates at CCU Business Innovation Centre , but excluding the operation of tenants of the Town in CCU Business Innovation Centre;
- g. "Promotion Materials" means any and all promotional, advertising, communication and educational materials relating to CCU Business Innovation Centre for use in connection with the marketing and promotion of CCU Business Innovation Centre and/or its Programs; and
- h. "Term" shall have the meaning set forth in Section 2c hereof.

2. GRANT AND TERM

a. Grant

The Town hereby grants to CCU the exclusive right, title and interest to name CCU Business Innovation Centre after the corporate name of CCU, or, subject to the approval of the municipal council of the Town, such other name as CCU may designate from time to time in accordance with the terms and conditions of this Agreement. At the commencement of this Agreement the name of the facility shall be "Community Credit Union Business Innovation Centre" (hereinafter called the "CCU Business Innovation Centre").

CCU hereby grants to the Town the non-exclusive, non-transferrable license to use the Identifying Marks in association with CCU Business Innovation Centre, its related signage as well as certain of its merchandizing activities and Programs in accordance with the terms and conditions of this Agreement. For greater certainty, the Town acknowledges and agrees that it has no right to license others to use the Identifying Marks whatsoever. All use of the Identifying Marks shall be at the sole discretion of CCU.

b. Exclusivity

During the Term of this Agreement, the Town agrees that it shall not:

- i. permit any third party to advertise on the exterior of CCU Business Innovation Centre; or
- ii. accept financial or other support or sponsorship in connection with CCU Business Innovation Centre from any other financial institution or its Affiliates (including, without limitation, such company's and its Affiliates' respective directors, officers, employees or agents);

without the express written consent of CCU. Other financial institution shall not occupy or rent office space in the CCU Business Innovation Centre but may use the facilities for meetings and events. The exclusion in sub-paragraph 2.b.ii or in the preceding sentence does not apply to the Cumberland Business Development Corporation Limited or any successor local development agency which participates in the management and/or promotion of the CCU Business Innovation Centre or is a tenant. Exterior signage for tenants of the CCU Business Innovation Centre shall be subject to the approval of the CCU, which approval cannot be unreasonably withheld. For greater clarity, CCU signage must be the most prominent if tenants signage is to be placed on the building or premises.

c. Term

The term of this Agreement shall commence on the date the CCU Business Innovation Centre opens for business shall be twenty (20) years, (the "Term"), and shall expire twenty years after that date, unless terminated in accordance with the provisions of this Agreement.

3. USE

The Town acknowledges and agrees that:

- a. CCU is and will remain the exclusive owner of the Identifying Marks, and all intellectual property and all goodwill associated therewith. The Town shall not dispute, directly or indirectly, during the term hereof or thereafter, the validity, ownership or enforceability of any Identifying Marks nor directly or indirectly attempt to dilute the value of the goodwill attached to any of the Identifying Marks.
- b. The character and quality of any Promotion Materials with which the Identifying Marks are used subject to the approval of CCU from time to time shall only be used in strict accordance with the Identifying Mark standards established by CCU and communicated to the Town from time to time.
- c. The Identifying Marks will appear on any and all items that would normally bear the name of CCU Business Innovation Centre, including, without limitation, event tickets, membership cards, promotional information, merchandise and other sundry items that would be issued to the public, all of which are subject to CCU's review and approval.
- d. In issuing the Identifying Marks, the Town shall comply with and act in good faith in accordance with standards of public morals and business practice which do not compromise or reflect unfavourably on the good name or goodwill of the CCU.

the ...
the ...
the ...
... using the Identifying Marks, the Town will provide reasonable notices regarding the name of CCU and the fact that the Identifying Marks are used under license and such notices shall be in the manner as specified as communicated by CCU to the Town from time to time.

- f. Without limiting any other rights, of CCU, the actual physical location of each of the Identifying Marks on the exterior or within the interior of CCU Business Innovation Centre shall be subject to the approval of the CCU in its sole discretion.
- g. The Town shall not (unless the CCU approves) use or associate the Identifying Marks with any operations, facilities, programs or business of the Town other than CCU Business Innovation Centre.

The CCU acknowledges that the Town intends to carry out merchandising in association with the CCU Business Innovation Centre. The Town acknowledges and agrees that any and all such Merchandise shall comply with the terms and conditions of this Agreement.

4. CONSIDERATION

- a. In consideration of the rights granted to CCU pursuant to this Agreement, CCU agrees to pay to the Town a total of seven annual payments of \$28,571.42 payable on January 1 of each year beginning January 1, 2016.

5. FURTHER PROVISIONS

$$28,571.42 \times 7 = \$199,999.94$$

a. Signage

The physical placement of any signage bearing the CCU name or any of the Identifying Marks shall be subject to the CCU's review and approval.

- b. The Town shall be responsible for and pay all costs and expenses (to a maximum total of \$3,000) associated with the production of the initial signage to be erected on the exterior of the CCU Business Innovation Centre. This sign will be static and not electronic nor lighted. The Town shall be responsible for maintenance and upkeep related to the signage referred to in this section.
- c. At the CCU's discretion and cost, it may have erected a lighted and/or electronic sign or some other feature as part of the building signage.
- d. Should the CCU so desire, the Town will capitalize the cost of any signage referred to in paragraph 5c above and CCU shall pay the Town for the costs annually over a five year period, beginning January 1, 2017.

e. The Town shall ensure that any highway signage referring to the facility indicates reference to "Community Credit Union Business Innovation Centre".

f. Inspection of Promotional Materials Using Trademarks

CCU shall have the right during normal business hours, and with prior notice to the Town, to inspect the Town's Promotion Materials, and any relevant documents, materials and records pertaining to the use of the Trademarks, in order to determine whether the Town is in compliance with this Agreement and the Brand Standards. The Town shall provide CCU with prompt access to any Promotion Materials as reasonably required to carry out such inspection in relation to use of the Trademarks.

g. Premises Inspection

Upon reasonable advance notice, the CCU shall also have the right to inspect the CCU Business Innovation Centre in respect of all aspects of the operation of CCU Business Innovation Centre, to ensure that the operations of the CCU Business Innovation Centre are carried out in a proper, efficient and businesslike manner, in accordance with good business.

h. CCU Use of the Facility

The CCU shall have first rights of the use of the main hall and boardroom subject to availability. Such use shall be free of charge for board of director meetings, board of director committee meetings and seminars conducted by the CCU in relation to its business but not for conferences or special events.

i. Placement of Cash Machine

The CCU shall have right of first option for the placement and operation of any cash machine the Town authorizes to be placed in the CCU Business Innovation Centre. The Town shall notify the CCU of its intention to have a cash machine in the CCU Business Innovation Centre and CCU shall have 30 days to exercise its option.

j. Further Assurances

Forthwith upon any request by CCU, the Town will execute such applications or agreements or such other instruments in such form and with such parties, as CCU in its reasonable discretion shall specify, for the purpose of protecting the interest and rights of CCU in the Identify Marks, or complying with any applicable trade name, trademark or other similar legislation.

k. CCU Placement of Room for Promotional Materials

The CCU shall have the rights in the placement of a suitable fixture in the main entrance / reception / lobby area, for the explicit purpose of providing CCU promotional literature and merchandise. Such placement will be at the joint approval of the CCU and the Town.

I. Representations and Warranties by the Town

The Town hereby represents and warrants to the CCU that:

- i. the Town has the full right and authority to enter into this Agreement;
- ii. the entering into of this Agreement by the Town does not violate nor is inconsistent with any other obligation or agreement to which the Town is a party;
- iii. this Agreement has been duly authorized, executed and delivered by the Town and constitutes a legal, valid and binding obligation of the Town, enforceable against the Town in accordance with the terms hereof;
- iv. the execution and delivery by the Town of this Agreement and the performance by the Town of its obligations hereunder and compliance by the Town with the terms, conditions and provisions hereof, do not and will not, as applicable, conflict with or result in a breach of any of the terms, conditions or provisions of:
 1. any Applicable Laws;
 2. any indenture, lease, agreement or instrument binding or affecting the Town; or
 3. any judgement, injunction, determination or award which is binding on the Town or its properties;
- v. no authorization, consent, approval, license or exemption from any Person, including, without limitation a governmental entity, is required by the Town in connection with the execution and delivery by the Town of, and the performance by the Town of its obligations under, this Agreement; and
- vi. the Town is duly licensed, registered or qualified to operate the CCU Business Innovation Centre and to carry on the operations and programs as will be conducted therein and the property and assets to be owned, leased and operated in connection therewith, and all such licenses, registrations and qualifications are valid and subsisting and in good standing and comply with all Applicable Laws.

6. COVENANTS

So long as this Agreement is in force and except as otherwise permitted by the prior written consent of CCU, the Town covenants that it will:

- a. so long as it is commercially feasible to do so, carry on and conduct the operation of the CCU Business Innovation Centre in a proper, efficient and businesslike manner ;
- b. preserve, renew and keep in full force and effect its existence and take all reasonable action to maintain all rights and privileges necessary or desirable in the normal operations of CCU Business Innovation Centre;
- c. operate the CCU Business Innovation Centre in compliance with all Applicable Laws, rules and regulations and maintain all applicable licenses, registrations and qualifications in good standing to enable the operations and programs to be carried on for the benefit of the residents of the Town; and
- d. keep all of the real and personal property useful and necessary in the operation of CCU Business Innovation Centre in good working order and condition, as would a prudent owner of a similar first class facility having regard to size, age, location and extent of improvements, normal wear and tear excepted.

7. INFRINGEMENT

a. Infringement by Others

The Town shall immediately notify the CCU of any act of infringement or passing off involving the Identifying Marks or any variation or limitation thereof, of which the Town becomes aware, arising from or relating to the Town's usage rights under this Agreement. The CCU shall have the authority, but not the obligation to prosecute such proceedings and take such steps as the CCU deems necessary, acting reasonably, to restrain the improper or unauthorized use of the Identifying Marks, or to settle any dispute with any third party at any time, whether on behalf of the CCU or the Town. The Town will agree to co-operate and assist the CCU to the Town's fullest extent possible in any proceedings instituted involving the Identifying Marks if requested by the CCU, acting reasonably.

b. Infringement of Identifying Trademarks

The CCU represents and warrants that the use of any Identifying Marks by the Town in accordance with this Agreement will not infringe the intellectual property rights of any Person.

8. INSURANCE

The Town shall, at all times, maintain Commercial General Liability Coverage in respect of all operations of the CCU Business Innovation Centre with a minimum limit of \$2,000,000 per occurrence which insurance shall include CCU as an additional insured. The Town shall provide a certificate evidencing the insurance coverage at the commencement of this Agreement and upon each renewal of the Town's insurance coverage and provide CCU with 30 calendar day's advance notice of any termination or material change of such coverage. For greater certainty, any failure to maintain such coverage in accordance with this Agreement shall be a material breach by the Town. The Town shall also maintain, at all times, property insurance coverage to adequately cover the full reconstruction cost of the CCU Business Innovation Centre facility having regard to size, age, location and extent of improvements.

9. TERMINATION

a. Termination by the CCU

The CCU shall have the right to terminate this Agreement and the rights granted hereunder, without prejudice to the enforcement of any other legal right or remedy, immediately upon giving written notice of such termination if the CCU Business Innovation Centre ceases to be *bona fide* fully operational and open for business or the Town commits a material breach of this Agreement which is not cured within seven (7) Business Days of receipt of notice from CCU describing such breach.

b. Termination by the Town

The Town shall have the right to terminate this Agreement if CCU does not pay an installment of monies payable in accordance with the terms of this Agreement. Termination shall be 30 days after the Town provides the CCU written notice of intended termination, if the default is not cured during the notice period.

c. Termination on Notice

Beginning in the sixth year of this agreement, CCU may, on six (6) months prior written notice to the Town, elect to terminate this Agreement, which notice may be given at the CCU's sole discretion.

d. Additional Remedies

Any termination of this Agreement by the CCU shall be without prejudice to any other rights to which the CCU may be entitled against the Town at law or in equity by reason of any default; by the Town under this Agreement or any other cause of action.

e. Effect of Termination

Upon expiration or termination of this Agreement for any reason whatsoever, the Town shall:

- i. Remove all signage bearing the Identifying Marks from the CCU Business Innovation Centre at its sole cost and expense;
- ii. Immediately cease and not anytime thereafter, use the Identifying Marks, directly or indirectly, in any manner including, without limitation, or any Promotional Materials or Merchandise and destroy any and all Promotional Materials and Merchandise in their possession or otherwise bearing the Trademarks; and
- iii. Promptly execute such documents or take such actions as may be necessary to abandon the Town's use of any corporate, partnership, business or other name containing any of the Trademarks.

10. MISCELLANEOUS

a. Assignment

- i. Neither party hereto may assign this Agreement without the prior approval of the other party which shall not be unreasonably withheld, delayed or conditional.
- ii. As any condition of any approval of an assignee, a party hereto may require that any assignee enter into an agreement substantially in the form of this Agreement and that the party seeking its consent pay all costs of the consenting party for the approval and arrangement of any such assignee.

b. Independent Parties

The parties hereto acknowledge and agree that each is an independent contractor, that neither party shall be considered to be agent, representative, master or servant of the other party hereto for any purpose whatsoever, and that no party has any authority to enter into any contract, assume any obligations or to give any warranties or representations on behalf of any other party hereto. Nothing in this Agreement shall be construed to create a relationship of partners, joint venturers, fiduciaries, franchise or any other similar relationship among the parties.

c. Indemnify

The Town shall fully indemnify and hold harmless CCU and CCU's Affiliates, members, officers, directors and personnel from all liabilities and claims of any nature whatsoever related to the operation of CCU Business Innovation Centre and any acts or omissions of the Town or, if applicable any sub-licensees or assignees, relating to this Agreement, except to the extent caused by a breach of this Agreement by the CCU. To the extent that any obligation to indemnify arises in accordance with this Agreement, the Town shall pay all amounts required to indemnify the CCU, in full, within 30 days of receipt of invoice or statement which provides reasonable supporting documentation for the amounts to be paid pursuant to this indemnity.

CCU shall fully indemnify and hold harmless the Town together with its councillors, officers, directors and personnel from and against any and all liabilities and claims of any Person alleging that the Town's use of the Identifying Marks in accordance with this Agreement infringes the intellectual property rights of such Person.

d. Article and Section Headings

The headings and section numbers appearing in this Agreement or any schedule hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement.

e. Confidentiality and Public Announcement

A party wishing to make a public announcement shall inform the other party of the date on which the announcement is to be made and the parties shall keep the nature and content of such announcement confidential until such date.

f. Entire Agreement

This Agreement and the documents incorporated by reference constitute the entire agreement between the parties and supersedes all previous agreements and understandings between the parties in any way relating to the subject matter hereof.

g. Applicable Laws and Forum

This Agreement shall be governed and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein. Any disputes under this Agreement are exclusively subject to binding arbitration before a single arbitrator sitting at Amherst, Nova Scotia pursuant to the *Commercial Arbitration Act* (Nova Scotia).

h. Waiver of Obligations

A party to this Agreement may by written instrument unilaterally waive any obligation of or restriction upon the other party under this Agreement. No acceptance by a party hereto and no failure, refusal or neglect of a party hereto to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations hereunder, including without limitation, any mandatory specification, standard or operating procedure shall constitute a waiver of any provision of this Agreement.

i. Binding Agreement

Subject to the restrictions on assignment and sub-licensing herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

j. Survival

All obligations of the parties hereto which expressly or by their nature survive expiration or termination of this Agreement shall continue in full force and effect following such expiration or termination.

k. Notice and Approvals

- i. All notices, consents, approvals, statements, authorizations, documents or other communications (collective "notices") required or permitted to be given hereunder shall be in writing, and shall be delivered personally or mailed by registered mail, postage pre-paid, to the said parties at the respective addresses set forth hereunder, namely:

To CCU at:
Community Credit Union of Cumberland Colchester Limited
33 Prince Arthur Street,
PO Box 578
Amherst, Nova Scotia B4H 4B8
Fax No 902-667-1779
Attention: Chief Executive Officer

To the Town at:
The Town of Amherst
PO Box 516
Amherst, Nova Scotia B4H 4A1
Fax No. 902-667-3356
Attention: Chief Administrative Officer

or at any such other address or addresses as may be given by them to the other in writing from time to time. Such notices, if mailed, shall be deemed to have been given on the fourth (4th) Business Day following such mailing, or, if delivered personally, shall be deemed to have been given on the day of delivery, if a Business Day, or if not a Business Day or delivered after 5:00 pm (Atlantic time) on a Business Day, on the Business Day next following the day of delivery; provided that if such notice shall have been mailed and if regular mail service shall be interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, then such notice shall not be effective unless delivered.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement as of the date first written above.

THE TOWN OF AMHERST

[Signature]

NAME: Robert Small

TITLE: Mayor Town of Amherst

[Signature]

NAME: Cassidy [Signature]

TITLE: CAO

COMMUNITY CREDIT UNION OF CUMBERLAND COLCHESTER LIMITED

[Signature]

NAME: Beverley Cooke

TITLE: Chair

[Signature]

NAME: Darrell Kuhn

TITLE: President - CEO



Internal Committee
Report
Amherst Youth Town Council
November 2020

The Amherst Youth Town Council met on Wednesday, November 4th in the Amherst Regional High School library at 3:05pm. During part of the meeting, special guest Sarah MacMaster, director of Maggie's Place Family Resource Center joined via Zoom.

On November 4th, the council met with Maggie's Place director, Sarah MacMster to discuss the idea of creating a youth center in Amherst. The youth center would be a safe place that local youth can go to for support with any kind of issue. Basing the idea of a youth center off of a model in Truro, this center would be a place where youth in the community could hang out, have something to eat, study, do homework, and/or talk to supportive adults. This youth center could also be the start of a mentorship program in the area, something like Big Brothers, Big Sisters. It was also mentioned that this space could be a future meeting spot for the Amherst Youth Town Council monthly meetings. The council fully supports this idea and hope to see action happening in the new year.

Along with the possibility of a youth center, the council discussed their plan for the year. As in previous years, the council will be conducting a survey for youth in our area about things they'd like to see improve, change or happen in our community. The council decided that the youth survey will ask questions on topics such as; COVID-19, mental health, police reform, social justice, climate change, along with questions regarding what they would like to see in a youth center. The goal is to have the survey distributed online before Christmas or in the early new year.

The Amherst Youth Town Council plans to meet again on Wednesday, December 2nd in the Amherst Regional High School Library at 3:05pm.

External Committee Report

Cumberland Public Libraries

December 2020

Election of Officers

The Board re-elected Councillor Dale Fawthrop as Chair, and elected Ms. Amanda MacLeod as Treasurer.

Covid-19

Chief Librarian, Denise Corey presented the Board with Covid-19 exposure procedures. Ms. Corey also reported that should Public Health close libraries in Cumberland County, Cumberland Public Libraries is prepared to continue to offer borrowing services. The library will continue to offer electronic resources, like Overdrive, RB Digital, etc. as well as Borrow by Mail and contactless pick-up.

Statistics

In the month of October, Cumberland Public Libraries signed out over 5,900 items. This includes books, movies, TV shows, magazines and more.

Also, in October Four Father Library held 7 in person programs, including the Trail of Treats, with 605 people attending, 25 virtual programs with 409 views and distributed 50 Take and Make crafts. The Four Fathers library had 2,370 in person visits.

The next Board meeting is scheduled for February 4, 2020.

External Committee Report

Cumberland YMCA

December 2020

The YMCA of Cumberland is using resources to help seniors and children during the holiday season. 'Santa for Seniors, a program where community members purchase gifts for local seniors, was launched in late November with an extremely positive response. Through the program, community members chose tags from Christmas trees, located at the YMCA and Simply for Life – Amherst, that had gift items requested by seniors. The program is targeted at seniors who might be alone for the holidays. Seniors are more likely to be alone this year due to the pandemic and limited travel and or visits from family members. "The response from the community was overwhelming, 250 tags went out within a few days," said YMCA diversion support worker Ellen Gaudet. "We're excited to deliver presents to the seniors."

The YMCA of Cumberland is also partnering with Amherst's Hart Stores Ltd. on the Hart Holiday Giving Toy Drive. Customers at Hart purchased toys to be distributed throughout the community, and YMCA staff and volunteers will deliver the toys to families in need through community partners and schools just in time for Christmas.

The Trider's Trail Run took place on November 7, 2020 with 74 registered participants. The net amount raised is \$1,800. Things went well and participants were compliant and understanding of procedures in relation to COVID19.

Peace Week: This year we recognized two individuals with YMCA Peace Medals; Joanne Cottril was recognized for her work with a school lunch program in Haiti and Colleen Dowe was awarded for her work done locally, with multiple community-based projects.

Coldest Night of the Year: The official launch for Coldest Night of the Year was on Dec. 1, 2020. This COVID-safe, family-friendly walk to raise money for our YMCA will be taking place on Saturday, Feb. 20, 2021. There will be both virtual and in-person options (with the majority of the event taking place outside), along with some changes to ensure safe practices and social distancing.

The UpLift program has wrapped up after 6 weeks of activities with 14 youth. Activities ranged from swimming, basketball, dodgeball, meal prep, and other activities that promote healthy lifestyles and living. The children would like to work with the Town of Amherst to put additional resources in place at the outdoor skating rink to make it more accessible for everyone.

Banana Republic donated surplus clothing to the YMCA which has been shared with staff as well as passed on to other organizations in town that work with vulnerable populations, including Autumn House, Maggie's Place, Schools Plus and the Bridge.

The YMCA also had a drop off location for Coats for Cumberland and Community. Development staff participated in the coordination, set-up and running of the program at the Amherst Centre Mall. Over 150 individuals and families were helped through this program that worked closely with other community partners, such as Maggie's Place, Holy Family Church, local schools, food banks and Empowering Beyond Barriers.

The Service Based Count that was due to be conducted in March 2020, but cancelled as a result of COVID-19, is being rescheduled for March 2021. The count would allow us to get a better understanding of the current state of homelessness in Cumberland County and to understand the current gaps in services and the persistent barriers that many in our community face. The information collected from the research will help identify a more thorough understanding of the nature of homelessness in Cumberland County and contribute to understanding the gaps in service delivery to support the population. The Manager of Community Development is currently working with Public Health to get this initiative rolling again and we are hopeful that we will be able to conduct this much needed work in spite of the current pandemic.

Membership is at 795 as of today. Significant decrease over the last 4 weeks due to the end of swim lesson sessions and the restrictions for our NB residents

External Committee Report

L.A. Animal Shelter

December 2020

Greetings from the LA Animal Shelter.

At the moment, we have 44 cats and 7 dogs in our care. At Christmas time, we have a deadline for adoption as we feel that people tend to make rash decisions when bringing an animal into their home for a gift for someone. Therefore, December 18th is the deadline until after Christmas.

We are looking forward to making some big changes to our Dixon building which is on site and, in the past, had been used as a quarantine facility. Our goal is to have the space used again as such and are getting quotes to move forward in the early part of 2021.

Our fundraising committee is in place on our board and have monthly innovative ideas which raise funds for our shelter. Teas, online auctions, bowl-a-thon are among the latest that have been huge successes.

We will keep you all updated on the progress of our fundraising and Dixon building quarantine endeavours!

Please feel free to ask general questions regarding any aspect of the shelter running.

External Committee Report

Senior Safety

December 2020

The Senior Safety Committee has just recently launched the Plow it Forward program. This is a project that started in Lunenburg County as a Neighbors Helping Neighbors Initiative. The Cumberland Senior Safety Program has permission to use their poster and to replicate the campaign here in Cumberland County.

This campaign asks neighbors to adopt a senior and help with their snow removal. People can volunteer to help shovel snow as individuals or a family or business may want to help. Snow that has not been cleared away can keep a senior from getting groceries, mail, medications and home care services on which they may depend. Also, a senior clearing their own snow puts them at risk of broken bones, or possibly a heart attack or stroke.

It's important to note that this is not designed in any way to take away from those who plow or shovel for a living. The target recipients are seniors who cannot afford to pay someone to plow or shovel, perhaps can't afford to pay someone multiple times for the duration of a long winter, or perhaps can't get the work done to coincide with their homecare visits.

The Senior Safety Committee is hoping to launch a Rake it Forward in the Spring followed by Mow It Forward in the Summer, possibly followed by Stack It Forward for wood next Fall.

The Senior Safety Committee appreciates the help of Town Council getting this information out and for the ongoing support of the Senior Safety Program.



Plow it Forward this Winter

"Adopt" a senior neighbour and help with their snow removal.

Uncleared snowfall prevents seniors from getting groceries, mail, medications and daily care on which they depend. Seniors clearing their own snow puts them at serious risk of broken bones, heart attacks and stroke.



Does a senior or disabled neighbour's house remain unplowed after a storm?

A neighbour may need your help and your act of kindness could save a life. Volunteer to shovel as an individual, family, business or school. Knock on a neighbour's door, and spread care and compassion in your community.

PART OF THE **NEIGHBOURS HELPING NEIGHBOURS INITIATIVE**



External Committee Report

Advisory Committee to Reduce Poverty

December 2020

The Advisory Committee to Reduce Poverty (“the Committee”) is currently undergoing a restructuring process. This will include the development of an amended Terms of Reference (TOR) as well as a recall of the Committee’s membership. Discussions regarding specifics of the TOR are currently taking place and proposed amendments will be brought before the Committee of the Whole in the near future.

External Committee Report

Municipal Alcohol Project

December 2020

The committee met for the first time with the new council members from the three municipalities on December 10th.

An invitation to attend a Mental Wellness Roundtable webinar was extended to the members. The webinar was hosted by the Pictou County Community Health Boards and it was about “How do we create a better community response to mental health crises?” It was held virtually the evening of December 15th from 7:00-8:30pm.

The big takeaway of this webinar was the HUB model of policing in Fredericton. This is an integrated wrap around community services team on patrols. This team includes; an intimate partner violence coordinator, community liaison officer, youth services officer, a mental health coordinator and victim or witness services coordinator.

There was discussion on where to hold future meetings once we can meet in person again. Members of the committee agreed to travel to other locations including Oxford and Springhill.

In the new year there will be talks with members of other community groups to join the team. An approach will be made to the Cumberland MADD Chapter, Schools Plus, Maggie’s Place, EHS and student representatives from ARHS and NSCC.

The committee will be working on safety tips for hosting events and parties that have alcohol. The tips will be in regard to avoiding impaired judgement and respecting public health directives.

The team will also be working on a Community Events Checklist regarding some non-alcohol-specific rules and suggestions. There will be collaboration with another MAP group to get this done.

A member of the Opioid Working Group will attend a future meeting to discuss their work and possible intersections for collaboration.

Discussion will begin at the next meeting, January 5th regarding alcohol delivery being set up by NSLC. The group is interested in finding out more regarding the legalities of delivery of alcohol by taxi and the rationale behind this for NSLC.