

Regular Council Meeting

Minutes

Date of Meeting: Monday, November 23, 2015
Location: Council Chambers, Town Hall

Members Present: Mayor Robert Small
 Councillor George Baker
 Councillor Frank Balcom
 Councillor Robert Bird
 Councillor Lisa Emery
 Councillor David March
 Deputy Mayor Terry Rhindress

Staff Present: Greg Herrett, CAO
 Roger MacIsaac, Director CED
 Ian Naylor, Police Chief
 Jason MacDonald, Deputy CAO Operations
 Vince Arbing, Treasurer
 Bill Schurman, Director Recreation
 Rebecca Purdy, Executive Assistant

1. **CALL TO ORDER**

2. **O'CANADA**

3. **HEARINGS/PRESENTATIONS/PETITIONS**

3.1. **Introduction of Youth Councillor - Austin Coates**

Councillor Balcom introduced Amherst Youth Town Council member, Austin Coates.

3.2. **Municipal Alcohol Project - Sophie Melanson**

Sophie Melanson made a presentation on the results of the Municipal Alcohol Project and the report "*Progressive and Prosperous, Municipal Alcohol Policies for a Balanced and Vibrant Future*" which was presented at the UNSM in November. She said she wants to ignite a curiosity of what can be done in Amherst to promote and support safe and viable communities with fewer drinking harms. She referred to a Public Health publication, "*Marketing to Children and Youth a Public Health Primer*".

In going through her presentation, she pointed out that Cape Breton Regional Police collect data on alcohol related occurrences and are able to track and report on that data.

Ms. Melanson said she is afraid that the situation will get worse if we don't take steps now to turn things around. She said there are great partnerships in the community, but she hopes the Town is willing to work with her to implement some of the suggested changes.

Bill Schurman said he and Chief Naylor have been asked to come up with suggestions as to how to respond to the MAP. There is an opportunity to adjust our culture and we are looking forward to bringing forward some suggestions.

Mayor Small thanked Ms. Melanson for this presentation.

4. **APPROVAL OF AGENDA/MINUTES**

4.1. **Approval of the Agenda**

Moved By: Councillor George Baker
Seconded By: Councillor David March
To approve the agenda

Motion Carried

4.2. Approval of Minutes - 26 October 2015

Moved By: Deputy Mayor Terry Rhindress

Seconded By: Councillor Frank Balcom

To approve the minutes of the October 26, 2015 regular meeting

Motion Carried

5. REQUESTS FOR DECISION

5.1. Dog Bylaw Amendments - Second Reading

Moved By: Councillor Frank Balcom

Seconded By: Councillor David March

That Council approve second reading and enactment of a bylaw to amend the Dog Bylaw

Motion Carried

BYLAW TO AMEND THE DOG BYLAW, C-4

1. This is a by-law to amend the Dog Bylaw, C-4.
2. The Dog Bylaw of the Town of Amherst is hereby amended as follows:
 - a) Renaming the bylaw from "Dog" to "Companion Animal"
 - b) Add the following new definitions under Section 2 INTERPRETATION:
 - "Cat" means a male or female animal of the species feline
 - "Companion Animal" means a domestic cat or dog
 - "Register" means annual no-cost voluntary registration of domestic cats with the Town by cat owners
 - c) After Section 3 IMPOUNDING, changing the heading "**CONTROL, LICENSING AND IMPOUNDING OF DOGS**" to "**CONTROL, LICENSING, REGISTERING AND IMPOUNDING**"
 - d) After section 9.5, adding the following section 10, and renumbering the remaining paragraphs accordingly:

Registering of Cats

10. Every owner of every cat may register the cat with the Town on the first day of April in each year, and may obtain a registration tag for the cat. There is no cost for such registration.
- 10.1 Applications for and the issuance of a cat registration shall be the responsibility of Town Hall staff, or person so designated by the Town of Amherst.
- 10.2 The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all cats registered, showing the date and number of the registration, and the name and address of the owner of the cat.
- 10.3 Every person who obtains a cat registration shall be given a metal tag which shall be fastened to a collar or harness worn by the cat for which the registration was obtained.

At paragraph 13, replace the word "dog" with the words "companion animal".

5.2 Wastewater Discharge Bylaw Amendment - Second Reading

Moved By: Councillor David March

Seconded By: Councillor George Baker

That Council approve second reading and enactment of a bylaw to amend the Wastewater Discharge Bylaw

Motion Carried

BYLAW TO AMEND THE WASTEWATER DISCHARGE BYLAW, D-3

1. This is a bylaw to amend the Wastewater Discharge Bylaw, D-3.
 2. The Wastewater Discharge Bylaw is amended as follows:
 - (1) Add the following definition for "Heat pump" as subsection 2. (k) and renumber the remaining definitions in Section 2 accordingly:
 "Heat pump" means is a device that provides heat energy from a source of heat to a living or working space. Heat pumps are designed to move thermal energy opposite to the direction of spontaneous heat flow by absorbing heat from a cold space and releasing it to a warmer one. For purposes of this by-law a heat pump refers to a water to air heat pump device, which is a device that extracts heat from a groundwater source to be used to heat a residential or commercial space.
 - (2) In Section 2. Definitions, remove duplicate definition (af) "Wastewater"
 - (3) Add the following subsection 3. (6):
 - (6) No person shall discharge into wastewater facilities any effluent from a heat pump that extracts heat from a groundwater source.
 - (4) Remove Section 17 Fees and replace it with the following new Section 17 Fees:

 The owner of every property fronting on any street in which there is a public sewer and which has been or may hereafter be connected with a public sewer by a building service connection from said house, shall pay to the Town the amount as set out in the Town's Annual Review of User Fees Policy, 03470-03.
 - (5) Remove Section 19 Repeal of Bylaws, Regulations and Ordinances.
 - (6) Make the following housekeeping amendments:

 Spell the word "bylaw" consistently throughout the document;

 Replace the word "sewerage" with the word "sewage" throughout the by-law;

 Section 2. Definitions, make the following amendments:
 - (a) Replace "B.O.D." with "BOD"; after "Standard Methods" replace "." with ";
 - (b) Replace "C.O.D." with "COD"; after the words "per litre" remove the "," and after the words "Standard Methods" replace "." with ";
 - (j) Replace the "." after the word "facilities" with ";
 - (m) Replace the "." after the word "by-law" with ";
 - (n) Replace the "." after the word "groundwater" with ";
 - (p) Replace "N.B.C." with "NBC" and replacing the "." After the word "Canada" with ";
 - (z) Replace the "." at the end of the definition with ";
 - (aa) Remove the word "sewers" and replace it with the words "storm sewer"
 - (ab) Replace the "." at the end of the definition with ";
 - (ag) Replace the ";" at the end of the definition with "."
- Subsection 3. (3)(o), insert "," after the word "ashes" and ")" after the word "etc."
- Subsection 3. (4) Table 1, replace the word "Sulpahides" with the word "Sulphides"
- Subsection 5.(4) replace the ";" after the word "facilities" with "." and capitalize the word "Removal"
- Subsection 6.(2) replace the word "whall" with the word "shall" and at 6.(2)(c) replace ";" after the word "spill" with ".
- Subsection 7.(3) replace the word "withink" with the word "within"
- Subsection 9.(4) replace the word "Section" with the word "subsection"
- Subsection 9.(6) add the word "to" after the word "discharger"
- Subsection 10.(5) add the word "to" after the word "discharger".

5.3. Sewer Rates Bylaw Amendment - Second Reading

Mayor Small declared a conflict and excused himself from the Council table for the discussion and decision on this agenda item. Deputy Mayor Rhindress chaired the meeting in his absence.

Moved By: Councillor David March

Seconded By: Councillor George Baker

That Council approve second reading and enactment of a bylaw to amend the Sewer Rates Bylaw, to take effect on April 1, 2017

Moved By: Councillor Lisa Emery

Seconded By: Councillor Frank Balcom

To table second reading to a future meeting

Motion Carried 5-1

Nay: Councillor Baker

Original Motion Tabled

5.4. Heat Pump Policy - Repeal

Moved By: Councillor Lisa Emery

Seconded By: Councillor David March

That Council repeal the Town's Heat Pump Policy #31700-02

Motion Carried

5.5. December Meeting Dates

Moved By: Deputy Mayor Terry Rhindress

Seconded By: Councillor David March

That the Committee of the Whole and Council meetings be rescheduled for the month of December 2015 to December 14 for Committee of the Whole and December 21 for Regular Council

Motion Carried

5.6. Annual Salt Purchase

Moved By: Councillor Robert Bird

Seconded By: Councillor Frank Balcom

That Council accept Windsor Salt's quote of \$53.50 per tonne, plus HST for bulk road salt for the 2015-16 winter season

Motion Carried

5.7. CCMHA - Donation from David Maltby Memorial Society

Moved By: Councillor Frank Balcom

Seconded By: Councillor George Baker

That Council approve the request to receive a donation of \$1,800.94 from the David Maltby Memorial Society and donate the same amount to CCMHA

Motion Carried

5.8. Snow and Ice Management Policy - Amend

Moved By: Councillor David March

Seconded By: Deputy Mayor Terry Rhindress

That Council approve the amendment to the Town's Snow and Ice Management Policy 31600-25

Motion Carried

PURPOSE:

The purpose of this policy is to provide direction to staff involved in snow and ice management operations to ensure streets, sidewalks, fire hydrants and parking lots are cleared in a safe and timely manner.

POLICY STATEMENT:

1. Snow and ice management operations will commence after 5 – 10 cm of snow has fallen and snowfall is continuing.
2. Salting of streets on the 'salt route' will commence when conditions warrant and salting of remaining streets not on the salt route will occur as needed.
3. Upon completion of the public streets, sidewalk operations will commence.
4. Priority will be given to heavily travelled streets and sidewalks, as defined in this policy.
5. Safety of the public and our operators is paramount in all aspects of our work.
6. Additional street widening and intersection clearing will occur upon the completion of the priority operations and as time and budget allow.

SERVICE LEVEL EXPECTATIONS**Level of Service for Roadway Types**

The objective is that all streets will be cleaned of snow within 6 hours from the end of a snow storm of up to 30 centimetres.

Street Priority 1

- Plow continuously during storm, visibility permitting
- Plow to bare pavement, whenever possible
- Normally plow curb to curb within 4 hours after storm ends

Street Priority 2

- Plow continuously during storm, visibility permitting
- Salting of hills, intersections, as needed
- Normally plow curb to curb within 6 hours after storm ends

Level of Service for Sidewalk Types

The objective is that all sidewalks will be cleaned of snow within 24 hours from the end of snow plowing operations, for snow storms up to 30 centimetres.

Sidewalk Priority 1 (Cleared within 12 hours)

- Sidewalks in school zones
- Sidewalks in the Core Area District (Downtown)
- Arterial streets

Sidewalk Priority 2 (Cleared within 24 hours)

- Collector streets
- Local streets

The sidewalks in the Downtown will be maintained with salt. Other sidewalks will receive sand to improve traction, as needed.

Level of Service for Fire Hydrants

The objective is that all fire hydrants will be accessible by emergency personnel 96 hours from the end of snow plowing operations, for snow storms up to 30 centimetres.

The Streets Foreman will decide if the accumulation of snow around the fire hydrants, and/or the snow bank along the street in front of the fire hydrant, warrants the clearing operation to be activated.

Town crews are available to clear hydrants in an emergency, whenever required.

MAJOR STORMS

A major storm will be declared by the Transportation Foreman, or on-call supervisor, when snow clearing crews are no longer able to keep all Town streets cleared of snow and the storm continues.

During a major snowstorm, crews will attempt to keep at least one lane of the following streets open:

- | | |
|--------------------------------|------------------------------------|
| - Abbey Road | - Lawrence Street |
| - Albion & South Albion Street | - McCully Street |
| - Anson Avenue | - Pleasant (East & West) |
| - Chamberlain Street | - Spring Street |
| - Chandler Road | - Robert Angus Drive |
| - Church Street | - Rupert Street |
| - Havelock Street | - Townshend Avenue |
| - Hickman Street | - Tupper Blvd |
| - Industrial Park Drive | - Victoria Street |
| - LaPlanche Street | - Willow Street |
| - Acadia | - Prince Arthur (Church to Rupert) |
| - King Street | - Prince Arthur (Church to |
| - Havelock) | |
| - Electric Street | |

During a major snowstorm, the Town Hall Parking Lot, Fire Station and Stadium parking lots will be kept open to allow emergency off-street parking.

To provide quick response in an emergency, a “storm line” will be activated during major storms (664-6000). This line will be monitored 24 hours a day until all of the streets have been opened.

As snowfall intensity decreases, Town equipment will commence snow plowing operations on other streets.

PRIORITY STREETS – BARE PAVEMENT

Town snow clearing crews will attempt to create a “bare pavement” condition within 12 hours following a snowfall event of up to 30 cm on the following streets:

- Victoria Street
- Church Street
- Willow Street
- Albion / West Pleasant intersection
- Albion Street
- South Albion Street
- Lawrence Street
- LaPlanche Street
- Robert Angus Drive
- East Pleasant
- West Pleasant
- Hickman Street

SNOW HAULING

Within 48 hours of the accumulation of 10 or more centimeters of snow, the snow will be hauled away from the boulevards of the Town streets listed below:

- Victoria Street from Herbert Street to C.N.R. Tracks
- Church Street from Victoria Street to YMCA Driveway
- Havelock Street from Victoria Street to Prince Arthur Street
- Ratchford Street
- King Street
- Princess Street
- Electric Street
- Prince Arthur Street from ~~South Adelaide~~ **Acadia** to Station Street
- ~~Hickman Street from West Pleasant to Cornwall Street~~
- Acadia Street from Victoria Street to Prince Arthur Street
- Albion Street from Church Street to the Lord Amherst Drive
- LaPlanche Street from Victoria Street to Civic # 12
- Lawrence Street from Victoria Street to Civic # 17
- Academy Street from Spring Street to Queen Street on (West side only)
- Charles Street from Spring to Dunlap (West side only)
- Spring (Albion to Church)
- **Maltby Court**
- **Cornwall Avenue (West Side)**
- **Hickman Street (Mission to Park)**
- **Mission Street (Hickman to Cornwall)**

TOWN OWNED PROPERTY

Town staff will take necessary steps to minimize public hazards due to snow/ice conditions on Town-owned/leased property.

0503

Public Parking Lots

Snow will be removed by private contractors before 8:00 a.m. each day. The lots will then be checked for slippery conditions by Town staff and appropriate measures taken, using salt and sand to alleviate any hazard to the public. Further periodic checks are to be made as conditions warrant throughout the day.

- Town Hall
- Library
- Ratchford Street
- George Blanche
- Corner of Maple and Electric
- Corner of Church and Electric
- Bounded by Church, Prince Arthur, Maple and Electric
- Trinity
- Baptist Church and Church of England
- YMCA
- Stadium
- Fire Station

Public Buildings

The public entrances and adjacent sidewalks to Town operated facilities will be checked by Town staff for hazardous snow and ice conditions each day, before the building is open to the public. Excess snow will be removed and slippery conditions will be addressed using salt, sand and other suitable ice control material. Further periodic checks are to be made as conditions warrant throughout the day.

- Town Hall
- Police Station
- Fire Station
- Library
- Works Garage
- Stadium

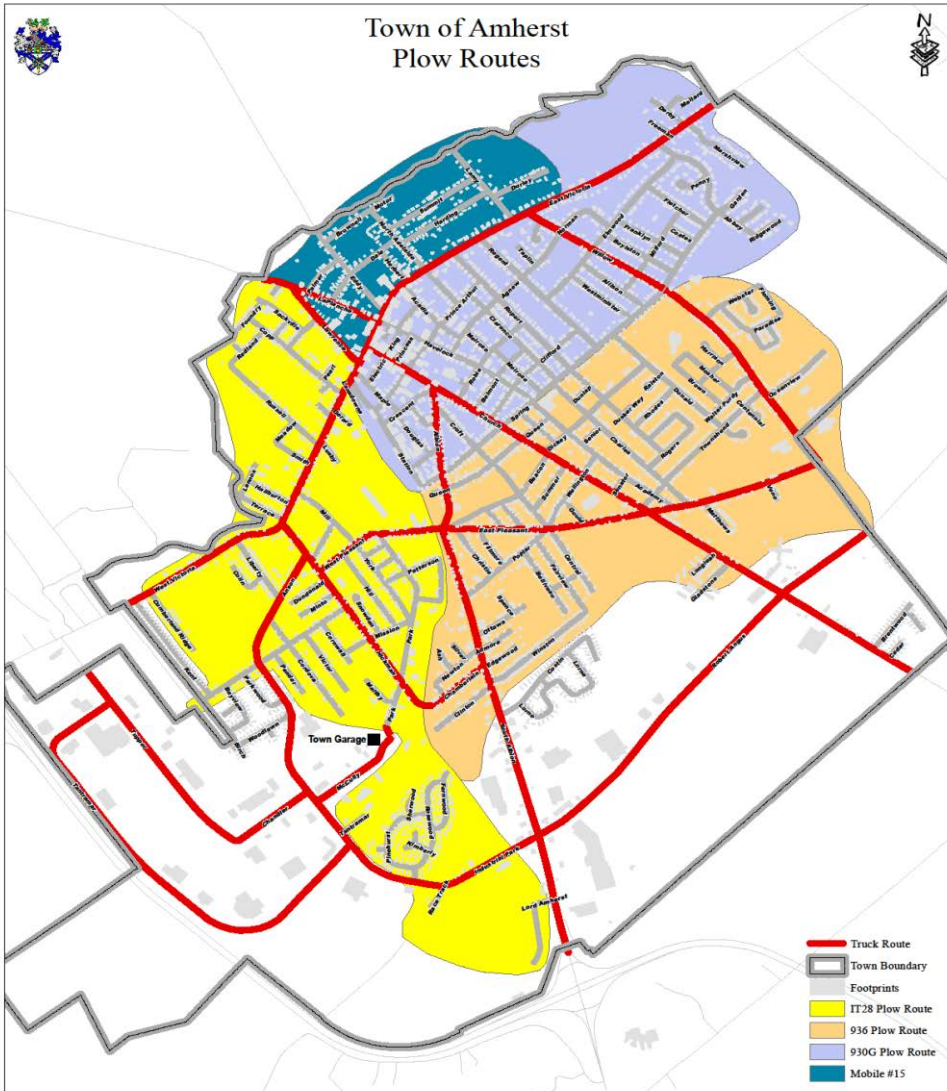
SALT MANAGEMENT

The Town of Amherst is committed to the efficient management of its road salt, while continuing to provide effective winter maintenance for the safety of motorists and winter maintenance workers.

The Town will demonstrate environmental responsibility by implementing and maintaining a Salt Management Plan (SMP) and associated best management practices.

To ensure the Town successfully meets its commitment, it will:

- Conduct operational activities in a manner that protects the environment and prevents or minimizes pollution;
- Continue to provide snow and ice control on Town streets so that service level standards are achieved;
- Address concerns raised by the federal government's review of road salts and their effect on the environment;
- Comply with environmental legislation, relevant standards, and industry codes of practice that apply to the Town's facilities and operations;
- Provide all winter maintenance personnel with appropriate training and resources so they are able to complete their assigned tasks in a manner that is consistent with the requirements of this Policy;
- Establish and track objectives and targets to verify effectiveness and identify opportunities for continual improvement of processes and operations;
- Monitor operations and implement appropriate corrective and/or preventive actions to improve performance;
- Communicate the requirement of this Policy and the Salt Management Plan to all employees





5.9. Library (Second Floor) - Agreement with CANU

Moved By: Councillor Frank Balcom

Seconded By: Councillor Lisa Emery

That Council approve entering into a formal lease agreement with CANU for space at 21 Acadia Street, and authorize the Mayor and CAO to sign the agreement on behalf of the Town

Motion Carried

THIS LEASE made this ____ day of _____, 2016

BETWEEN:

THE TOWN OF AMHERST

(Hereinafter referred to as the "Landlord")

- and -

CUMBERLAND ADULT NETWORK FOR UPGRADING

(Hereinafter referred to as the "Tenant")

WITNESSES AS FOLLOWS:

Article 1 - Basic Terms and Definitions

1.1 Basic Terms

- (a) Landlord: Town of Amherst
Address: 98 East Victoria Street, Amherst, Nova Scotia, B4H 1X6
- (b) Tenant: Cumberland Adult Network for Upgrading (CANU)
Address: Amherst, Nova Scotia
- (c) Building: 21 Acadia Street, Amherst, Nova Scotia
- (d) Premises: 2nd Floor, (approx.. 2847 of floor area), 21 Acadia Street, Amherst, NS

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

Commencement Date: January 1, 2016

End of Term: December 31, 2021

- (g) Rent:

<u>Period</u>	<u>Per Sq.Ft./Year</u>	<u>Per Year</u>	<u>Per Month</u>
Jan 1/16 – Dec 31/21	\$6.00	\$17,082.00	1,423.50

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

1.2 Definitions

In this Lease, the following terms have the following respective meanings:

- (a) "Building" means the building located at the address set out in Section 1.1(d)
- (b) "Shared Space" means those areas of the Building which serve or are for the benefit of all tenants of the Building and includes the lobby and entrances;
- (c) "Lands" means the land on which the Building is located;
- (d) "Operating Costs" means the total of all costs and expenses attributable to the maintenance, repair, and operation of the building and Leased Premises including, without limiting the generality of the foregoing:
- (i) 100% of all costs for maintenance and repairs to the Dedicated Space including painting, drywall, flooring, ceilings, glazing, electrical and data fixtures and outlets, doors and hardware;
 - (ii) 37.6% of the costs for maintenance and repair of the Shared Space including painting, drywall, flooring, ceilings, glazing, electrical and outlets, doors and hardware. and of the costs of the maintenance contracts for the elevator and heat pumps for the second floor of the Building;
 - (iii) 21.3% (calculated per Schedule "B") of the costs of electric power, water, sewer, solid waste removal, parking lot snow removal, security system, and of the costs of the contracts for the elevator and heat pumps for the second floor of the Building; the cost of maintaining and repairing all equipment and materials used in connection with any of the foregoing and including all costs incurred by the landlord in maintaining insurance with respect to the Lands and Building.
- (e) "Leased Premises" means that portion of the Building illustrated in Schedule "A" to be occupied by the Tenant including the Shared Space and Dedicated Space;
- (f) "Dedicated Space" include that part of the second floor east of the Cumberland Regional Library premises and the men's washroom including 3 classrooms, 3 offices, storage area, washroom and common area together with adjacent corridors as denoted on Schedule "A"; and
- (g) "Shared Space" means the area on the second floor of the Building to be shared between the Tenant and the Cumberland Regional Library Board (or it's successors) including the washrooms, janitorial closet and the corridor and stairwell by the kitchen marked as shared on Schedule "A";

Article 2 – Possession and Terms

2.1 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord, the Leased Premises.

2.2 Measurement

The Landlord and Tenant acknowledge that the area of the Leased Premise and the Shared Space are as set out in the Lease and that the percentage of Operating Costs payable by the Tenant are agreed by the parties hereto and that they are not subject to change or amendment.

2.3 Term

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(f) and end on the date set out in Section 1.1(f), unless terminated earlier pursuant to this Lease.

2.4 Delay in Possession

Should the Tenant be delayed by any fault of the Landlord or any other reason (other than the fault of the Tenant) in taking possession of the Premises on the Commencement Date, then an only then shall the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. Such postponement shall be full settlement of any claims the Tenant might have against the Landlord for such delay.

2.5 Over Holding

If, at the expiration of the initial Term or any subsequent renewal or extension, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only and may be terminated by either party on one (1) months' notice. Rent and Operating Costs shall be payable as provided herein and the Lease in all other respects shall be as provided herein, so far as applicable, such monthly tenancy.

2.6 Renewal or Extension

The Tenant has the option to renew the Lease for one further Five (5) Year Term with terms identical to this Lease. The Tenant is obligated to give the Landlord notice in writing on or before the 1st day of October, 2021 of its intention to renew the Lease. Should the Tenant choose to renew this Lease, the Term shall commence on January 1st, 2022 for a term of five years, and end on December 31st, 2026.

Article 3 – Financial Requirements

3.1 Covenant to Pay

The Tenant covenants to pay the Rent and Operating Costs as provided in this Lease. The Rent and Operating Costs to be paid by the Tenant to the Landlord hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.

3.2 Rent

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, in lawful money of Canada, without any prior demand, as annual Rent, the annual sum(s) set out in Section 1.1(g) in equal monthly installments in advance in the amounts set out in Section 1.1(g), on the first day of each and every month during the Term.

3.3 Operating Costs in Monthly Installments

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

3.4 Realty Taxes

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

3.5 Payment

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

3.6 Readjustment of Operating Costs

Upon receiving formal notification from the tenant of their intention to renew the lease (Clause 2.6), the Landlord shall project the Operating Costs for the next 5 years of the Lease, and shall so notify the Tenant, providing reasonable details as to the breakdown and calculation. The landlord

may also adjust the Base Lease costs to reflect current market conditions in the Town of Amherst and notify the tenant accordingly.

3.7 Payment Method

The Landlord may, at any time and from time to time, require the Tenant to provide the Landlord either: (a) a series of monthly post-dated cheques, each cheque in the amount of the monthly installment of Rent and estimated Operating Costs; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts. Upon a change in the estimated Operating Costs, the Landlord may require a new series of monthly post-dated cheques or new authorization and documentation if required.

3.8 Rent Past Due

If the Tenant fails to pay any Rent or Operating costs when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%) from the time such Rent becomes due until paid by the Tenant.

Article 4 – Control and Operation of Building

4.1 Building Operation and Repair

The Landlord shall operate, maintain and repair the Building, its heating equipment and other service facilities to the extent required to keep the Building, equipment and facilities in a state of good repair and maintenance. For greater certainty:

- (a) The Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein; and
- (b) The Landlord shall, at its own expense, promptly make all repairs to the Building necessitated by structural defect or weakness in the design or construction thereof, including, without limitation, the roof and roofing, windows, interior concrete slab floors and exterior walls, and the replacement of the elevator and heat pumps provided that any such repairs necessitated as a result of any wilful or negligent act or omission of the Tenant, its agents, servants, contractors, employees, or others for whom the Tenant is in law responsible shall be at the cost of the Tenant.

4.2 Water to Air Heat Pump Heating and Air Conditioning

The Landlord shall, subject to the provisions of the Lease, provide sufficient heating and air-conditioning which heating and air conditioning is supplied by water to air heat pumps to maintain a reasonable temperature in the Premises at all times except during the making of repairs, which repairs the Landlord covenants to make with reasonable diligence.

4.3 Tenant Requirements

If the use by the Tenant or the installation of partitions, equipment or fixtures by the Tenant necessitates the re-balancing of the climate control equipment in the Premises, such re-balancing will be performed by the Landlord at the Tenant's expense, upon demand.

4.4 Tenant's Responsibilities

The Tenant shall maintain the Dedicated Space of the Leased Premises to the same standard as at the commencement of the Lease term, reasonable wear and tear excepted. The Tenant shall be responsible for repairs and maintenance within the Dedicated Space. The Landlord may from time to time carry out required repairs and the cost of these repairs shall be 100% reimbursed by the Tenant to the Landlord within 30 days of the delivery of copies of the invoices for repairs and maintenance completed.

4.5 Use of Common Areas

The Tenant shall have the right of non-exclusive use, in common with others entitled thereto, for their proper and intended purposes, of those portions of the Common Areas intended for the Common use by tenants of the building. At all times, the Tenant, the employee of the Tenant, the students and teacher of the Tenant, and persons lawfully requiring communication with the Tenant, shall have access to the Building and the Leased Premises and use of the elevator only in accordance with the security requirements of the Landlord. The Common Areas shall at times be subject to the exclusive management and control of the Landlord. The Landlord reserves the right from time to time, to make changes to the building as the Landlord shall from time to time determine, subject to the obligations of the Landlord to the Tenant, subject to the requirements of the Tenant as agreed herein, and subject to adjustment of the Tenant's pro-rated share of Operating Costs.

4.6 Use of Shared Space

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

4.7 Janitorial Services

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

Article 5 – Use of Premises

5.1 Use of Premises

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1(h) and for no other purpose.

5.2 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Leased Premises or the use or occupation thereof, including, without limitation, police, fire and health regulators and any requirements of the fire insurance underwriter.

5.3 Waste and Nuisance

The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises or permit or suffer any overloading of the floors, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose.

Article 6 – Maintenance, Repairs and Alteration of the Premises

6.1 Maintenance and Repair of Premises

The Landlord shall maintain and keep in good condition and substantial repair, order and condition the Shared Space and Common Areas. All repairs shall be in all respects equal in quality and workmanship to the original work and materials in the Premises, and shall meet the requirements of all authorities having jurisdiction, as well as the insurance underwriters.

6.2 Inspection and Entry

The Landlord, its servants and agents shall be entitled to enter on the Leased Premises at any time on reasonable notice for the purpose of making repairs and shall work with the Tenant to accommodate the Tenant's use of the Leased Premises. The Landlord, its servants or agents may at any time from time to time on a reasonable prior notice (and without notice in the event of an emergency) enter the Leased Premises to remove and article or remedy and condition which, in the opinion of the Landlord, would be likely to lead to the cancellation of any policy of insurance. The Landlord, its servants and agents shall take responsible precautions and attempt to schedule the work so as not to unreasonably interfere with the operation of the Tenant's business, teaching or study, and so as to minimize interference with the Tenant's use and enjoyment of the Premises.

6.3 Repair Where the Tenant at Fault

If the Building, including the Premises, the elevators, controls, pipes and other apparatus (or any of them) used for the purpose of heating, ventilation or air-conditioning or operating the elevators, or if the pipes, electric lighting or other equipment of the building are put in a state of disrepair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees, or others for whom the Tenant is in law responsible to, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant, who shall pay the same to the Landlord forthwith on presentation of the invoices for the repair costs.

6.4 Signs

The Landlord shall permit the Tenant to install signs within the Leased Premises, related Common Areas, and public areas and in a visible location to be mutually agreed upon, between the parties hereto, to the building exterior. The size, shape, style and colours of the signs in the Shared Space, Common Areas or the exterior of the building, are subject to the approval of the Landlord acting reasonably.

6.5 Surrender of Premises

At the expiration or earlier termination of this Lease or the renewal as the case may be, the Tenant shall peaceably surrender and give up unto the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term.

Article 7 – Insurance and Indemnification

7.1 Indemnity by Tenant

The Tenant shall indemnify the Landlord and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by the Tenant of the Leased Premises or any part thereof, or due to or arising out of any breach by the Tenant of this Lease; provided however, that nothing herein contained shall constitute an indemnity by the Tenant for the wilful and negligent acts of the Landlord, its servants, agents, employees, contractors, and others for whom the Landlord is responsible at law.

7.2 Tenant's Insurance

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

- (a) such insurance as the Tenant deems appropriate for the personal property in the Building owned by the Tenant;
- (b) general liability insurance coverage for the Premises and the Shared Areas. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or clam of not less than two million dollars (\$2,000,000) and proof of such insurance to be supplied with the signed Lease.

Article 8 – Assignment and Subletting

8.1 Assignment, Subletting

The Tenant shall not affect any Assignment, Transfer or Sublet without the prior written consent of the Landlord. Any Transferee may only use the Leased Premises for the uses permitted herein. No consent or other dealing shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Rent and Operating Costs from the Transferee, Assignee, or Subtenant, and apply the net amount collected to the Rent hereunder. However, no such Transfer or collection from or acceptance of the Transferee as Tenant shall be deemed a waiver of this covenant.

8.2 No Advertising

The Tenant shall not advertise that the Premises or any part thereof is available for assignment or sublease or occupancy, and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord.

Article 9 – Quiet Enjoyment

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

Article 10 – Destruction or Damage to Building

During the Term, if and when the Building is destroyed or damaged by fire, lightning, or other perils, including malicious damage, or by a natural catastrophe or by any other casualty, the following provisions shall apply:

- (a) if the damage or destruction is such that the Building is rendered unfit for occupancy or it is impossible or unsafe to use and occupy it, and if, in either event, the damage, in the sole opinion of the Landlord, notice of which is to be given to the Tenant in writing within thirty (30) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within one hundred and eighty (180) days after the happening of such damage or destruction, or if thirty percent (30%) or more of the Rentable Area of the Building is damaged or destroyed, the Landlord may terminate this Lease by giving notice in writing to the Tenant. Should the Landlord terminate this Lease as hereinbefore provided, the Term demised shall cease and be at an end as of the date of such termination (or at the date of such destruction or damage if the Premises could not be used a result), and the rents and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to such date;
- (b) in the event that the Landlord does not so terminate this Lease under Section 10.2(a), or in the event of lesser damage, the Landlord shall, at its expense, repair the building to base building standards, and the Rent shall abate from the date of the happening of such damage or destruction until thirty (30) days after the Landlord has completed such repairs.
- (c) In performing any reconstruction or repair, the Landlord may effect changes in the building and its equipment and systems and minor changes in the location or area of the Premises; and
- (d) Notwithstanding anything else herein contained, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Building or the Premises or are not payable to or received by the Landlord, the Landlord may terminate this Lease on notice to the Tenant.

10.2 – Fitness for Occupancy

In the event of a dispute to the fitness for occupancy or as to the suitability of the Building and the Premises for the Tenant's business, the matter shall be submitted to an arbitrator in accordance with Article 12.4

Article 11 – Default

The following constitutes an Event of Default under this Lease:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, the Landlord may remove all persons and property from the Premises and store such property in such manner as the Landlord sees fit without notice to the Tenant;

- (b) to enter the Premises as agent of the Tenant and to re-let the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefore, and as agent of the Tenant, to take possession of any property of the Tenant on the Premises, to store such property of the Tenant at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant, and to make alterations to the Premises to facilitate its re-letting. The Landlord shall apply the proceeds of any such sale or re-letting first, to the payment of any expenses incurred by the Landlord with respect to any such re-letting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable; provided that the Tenant shall remain liable to the Landlord for any deficiency;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease. The Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default, and the Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- (d) the recovery from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' installment of Rent, all of which shall accrue on a day-to-day basis and shall immediately become due and payable as accelerated rent.

11.1 Distress

Notwithstanding any provision of this Lease or any provision of applicable legislation, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent arrears.

11.2 Costs

The Tenant shall pay to the all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

11.3 Remedies Cumulative

Notwithstanding any other provision of the Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

Article 12 – General

12.1 Force Majeure

Notwithstanding any other provision contained in this Lease, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 12.2 shall not, under any circumstances, operate to excuse the Tenant from prompt payment of Rent and other charges payable under this Lease.

12.2 Effect of Waiver or Forbearance

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations in this Lease shall be or be deemed to be waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent

by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent.

12.3 Notices

Any notice required or contemplated by any provision of this Lease shall be given in writing and addressed, in the case of the Landlord, to it at the address noted in Section 1.1(a) and in the case of the Tenant, to it at the address noted in Section 1.1(b), and delivered or sent by facsimile or by prepaid courier or by registered mail, postage prepaid, return receipt requested. The time of receipt of such notice, if mailed, shall be conclusively deemed to be the third business day after the day of such mailing unless regular mail service is interrupted by strikes or other irregularities. Such notice, if delivered or sent by facsimile, shall be conclusively deemed to have been received at the time of such delivery or the time of sending by facsimile.

12.4 Arbitration

Any disputes concerning the interpretation or application of this agreement, including but not limited to the calculation of Operating Costs, shall be settled by the arbitration, of a single arbitrator appointed jointly by the Chief Administrative Officers of the parties hereto. If the parties are unable to agree on a single arbitrator, then either party may apply to a judge of the Supreme Court of Nova Scotia for the appointment of an arbitrator. The arbitrator so appointed, shall carry out such inquires and hold such hearings that he/she deems appropriate. The cost of the arbitrator shall be paid equally by the parties hereto. No costs shall be awarded by the arbitrator. The provisions of the Commercial Arbitration Act of Nova Scotia shall apply to any arbitration pursuant to the terms of this agreement.

12.5 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relation to this Lease, save as expressly set out or incorporated by reference herein. This Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

12.6 Time of the Essence

Time shall be of the essence of this Lease and every party thereof:

12.7 Successors and Assigns

All rights, advantages, privileges, immunities, powers and things hereby secured to the Landlord and to the Tenant shall be secured to and exercisable by their successors and permitted assigns, as the case may be, and all covenants, liabilities and obligations entered into or imposed hereunder upon the Landlord and the Tenant shall be equally binding upon their successors and permitted assigns, as the case may be.

Signed Sealed and Delivered)

in the presence of:)
)

TOWN OF AMHERST:

Per:

Dated: _____

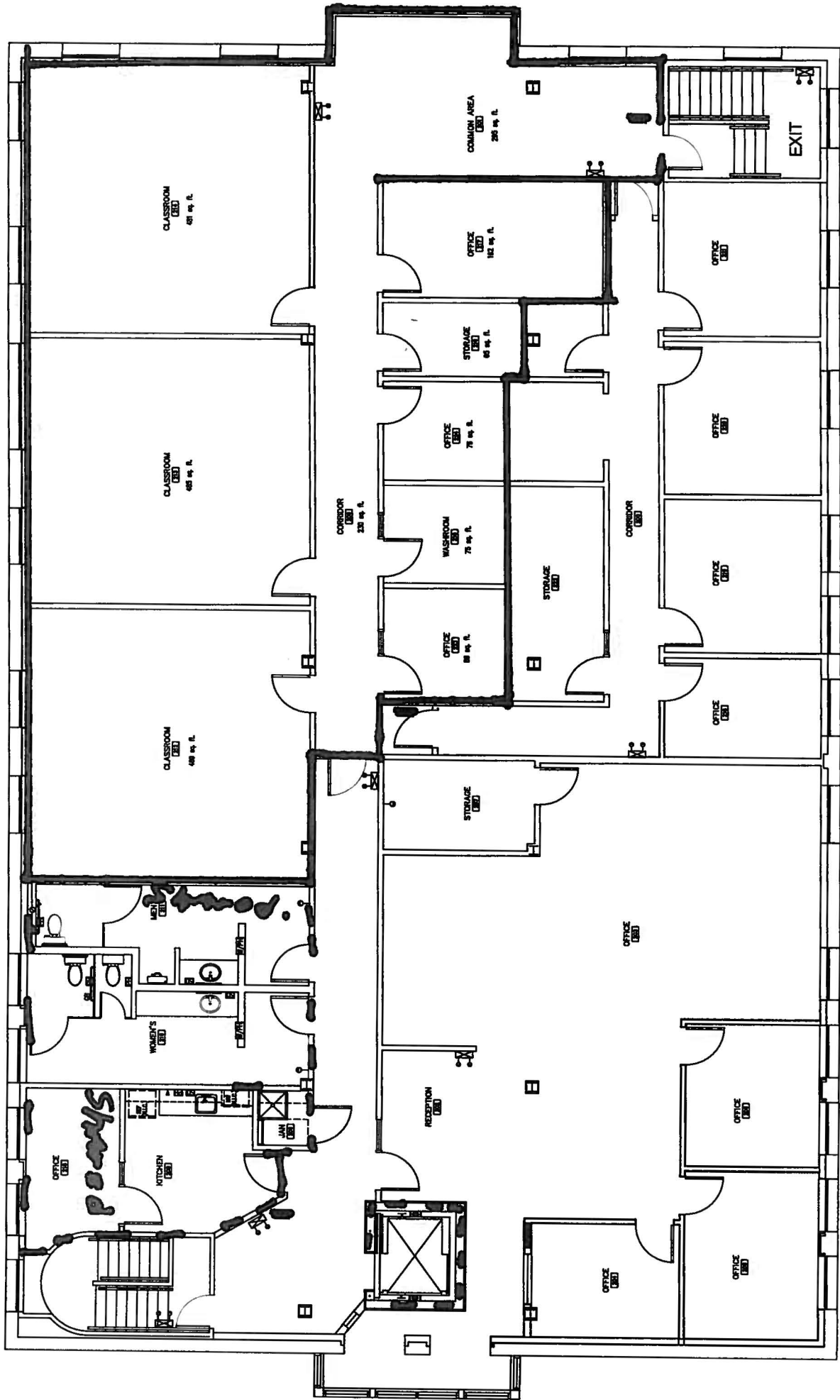
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**CUMBERLAND ADULT NETWORK FOR
UPGRADING**

Per:

Dated: _____

(See Schedule A, next page)



SCHEDULE "A"

5.10. Appointment of Auditors for Fiscal Year 2015/2016

Moved By: Councillor George Baker

Seconded By: Deputy Mayor Terry Rhindress

That Council reappoint Jorgensen & Bickerton as the Town's auditors for the 2015-16 fiscal year

Motion Carried

5.11. West Highlands School Property Conveyance

Mayor Small declared a conflict and excused himself from the Council table for the discussion and decision on this agenda item. Deputy Mayor Rhindress assumed the chair in his absence.

Moved By: Councillor Lisa Emery

Seconded By: Councillor David March

That Council schedule a public hearing on Monday, December 21, 2015 at 6:30 PM in Council Chambers, Dominion Public Building for the sale of the property located at 30 Hickman Street to the Amherst Lions Club, as required by Section 51 of the Municipal Government Act in order to sell property at a price below market value

Motion Carried

5.12. PAC Recommendation - 32 LaPlanche Street

Moved By: Councillor David March

Seconded By: Councillor Lisa Emery

That Council not enter into a Development Agreement to allow a used car dealership at 32 LaPlanche Street, as recommended by the Planning Advisory Committee

Motion Carried 6-1

Nay: Councillor Robert Bird

6. INFORMATION / DISCUSSION ITEMS

6.1. PVSC Budget 2016-17

Councillor Bird, a member of the PVSC Board of Directors, presented a letter from the Chair of the Board, included in the agenda.

7. INTERNAL COMMITTEE REPORTS

7.1. Planning Advisory Committee

Councillor March presented the Planning Advisory Committee report included in the agenda.

7.2. Amherst Board of Police Commissioners

Councillor Emery presented the Police Commission report included in the agenda. Mayor Small asked what the statistics are in relation to alcohol related incidents/occurrences; Chief Naylor said impaired driving charges are up over the past 12 months. Alcohol is still a large factor in the crimes the APD investigates. He said he made a note to contact CBRP about their data collection on alcohol.

7.3. Amherst Youth Town Council

Austin Coates presented the Youth Town Council report, included in the agenda. Mayor Small asked Austin why he wanted to be on AYTC. Austin said he always had an interest in the Town and wanted to be a part of something in the Town and have a voice for the youth. Councillor Baker asked what some of the ideas for the upcoming year included; Austin reported that they will get into more what upcoming events at the future meetings. He informed Council that Connor Scott is the Junior Mayor this year.

Mayor Small said we need to focus on youth involvement, in terms of public participation in the Recreation Master Plan; he suggested AYTC could be a participant of that process.

8. EXTERNAL COMMITTEE REPORTS

8.1. Cumberland Public Libraries

Councillor Balcom presented the Libraries report included in the agenda. On the C@P Mayor asked if the patron survey will include this; Councillor Balcom said the survey is being put together now, but he will discuss with the Chief Librarian to ensure this is included and inform them that the Town encourages and supports its continuation. There was discussion on how many computers the Library has, and that it is a very popular program; there is often a wait list for computer usage.

8.2. Cumberland Joint Services Management Authority

Deputy Mayor Rhindress presented the CJSMA report included in the agenda.

There was discussion about Nova Scotia (and Cumberland) having the highest cost per capita for disposal. CAO said disposal cost isn't necessarily reflected in the tip fee. In a facility where volumes are quite low and population is quite low we are bound to have high disposal costs. Maybe we should ask if it is most effective to provide a landfill service or transport solid waste to somewhere else and pay transporting fees. The amount of cash CJSMA has, it is tied up in reserves (post closure reserve to address financial costs for maintaining a cell after it has been retired - leachate and gas monitoring, ensuring cover remains intact, monitoring wells, etc. This is regulatory. The other cash the CJSMA holds is for replacement of a cell. A cell would be in the order of \$3 million. In advance of a decision to build that cell, we need to ask "what is the most appropriate service to be provided?" Is it a full service land fill or another service option? This is a strategic, long term question that needs to be answered by the board, staff and councils. The current cell is expected to last at least a couple years.

In terms of EPR (Extended Producer Responsibility in packaging), the CAO said this issue was a hot topic that went away for a bit but is back. UNSM is asking units to state their position on EPR. He suggested Stephen Rayworth be invited to the December Committee of the Whole meeting to talk about the full model, so Council can make a decision on what the Town's position is. Council asked him to make arrangements for that.

8.3. Northern Region Solid Waste Committee

Councillor Baker presented the Northern Region report included in the agenda.

D/Mayor Rhindress informed Council that there would be a SWANS conference coming up in the spring in Halifax.

8.4. Cumberland YMCA

Councillor Bird presented the YMCA report included in the agenda.

Mayor Small asked if the new Terms of Reference for all board members had any impact on Councillor Bird's appointment. Councillor Bird said it didn't; he will forward a copy of the Board's TOR to the CAO for distribution to Council.

Councillor Bird said it would be nice for the Y to have more in reserves to address issues such as the replacement of treadmills. While their finances are much improved over the past, the Town's support is still important.

9. ADJOURNMENT

Prior to the adjournment, Mayor Small thanked Town staff for the class act job on the light up; it was a "Wow" moment for the Town, as was the opening of the Police Department. He said the feedback was remarkable and positive. In terms of past Chief Charles Rushton's contribution, he asked Councillor Emery and Chief Naylor to ensure the Town's appreciation is expressed to him.

He thanked the Y's Service Club for organizing the parade; it was one of the best parades that we have had in Amherst. He thanked Bill Schurman and Colleen Dowe for coming up with the Dayle's Holiday Spirit Award. It was emotional time for Mr. and Mrs. Cormier, and they were truly appreciative of what the people did to extend the memory of Dayle's for another hundred years. He said that a lot of organizations and businesses went to great expense and effort to put their entries in the parade, and that we need to promote our community and get behind the people who support us.

Moved By: Deputy Mayor Terry Rhindress

Seconded By: Councillor David March

To adjourn at 8:55 PM

Gregory D. Herrett, CPA, CA
Town Clerk and CAO

Robert Small
Mayor