

**Minutes of a Regular Meeting of Amherst Town Council  
Held in Council Chambers  
Monday, June 27, 2011 at 7:00 PM**

**PRESENT:** Mayor Robert Small  
Deputy Mayor George Baker  
Councillor Robert Angel  
Councillor Robert Bird  
Councillor Dale Fawthrop  
Councillor David March  
Councillor Terry Rhindress  
Greg Herrett, CAO

**ATTENDING:** Jason MacDonald, Director of Planning and Engineering  
Ben Pitman, Director of Transportation and Public Works  
Roger MacIsaac, Director of Community and Economic Development  
Kim Jones, Policy, Research and Human Resources  
Rebecca Purdy, Executive Assistant

1. **O CANADA**

2. **HEARINGS / PETITIONS / PRESENTATIONS**

3. **CALL TO ORDER**

3.1 **Amendments to the Agenda**

3.2 **Approval of Agenda** **M-1106-01**  
Moved by Deputy Mayor Baker seconded by Councillor March to approve the agenda as circulated.

**MOTION CARRIED**

3.3 **Approval of Minutes** **M-1106-02**  
Moved by Councillor Fawthrop, seconded by Councillor Rhindress to approve the minutes of the May 24, 2011 regular meeting as circulated.

**MOTION CARRIED**

4. **REQUESTS FOR DECISION**

4.1 **Amend Policy #10350-01, Recognition of Services, RFD#2012024** **M-1106-03**  
Moved by Councillor March seconded by Deputy Mayor Baker that Council approve the amended Policy #10350-01, Recognition of Service by Citizens on Boards or Commissions.

**MOTION CARRIED**

**TOWN OF AMHERST POLICY #10350-01  
RECOGNITION OF SERVICE BY CITIZENS ON BOARDS OR COMMISSIONS**

**PURPOSE**

To set out the policy of the Town regarding recognition of citizens, appointed by Council, who have served on the Town's various boards, committees and commissions.

**POLICY**

The Council will recognize citizen appointees who have retired from positions on the Town's various boards, committees and commissions after a term of one or more years.

1. The Mayor will recognize any retiring citizen appointees at the annual Volunteer Award Reception held each spring.
2. A certificate of recognition and a Town plaque will be presented to each retiree.

4.2 **Repeal Policy #10350-03 Organizational Structure, RFD#2012025** **M-1106-04**  
Moved by Councillor Fawthrop seconded by Councillor Rhindress that Council repeal Policy #10350-03, Organizational Structure.

**MOTION CARRIED**

4.3 **Agreement: Purchase & Sale, 85 Church Street, RFD#2012026** **M-1106-05**  
Moved by Councillor Angel, seconded by Councillor Fawthrop that Council approve the agreement of purchase and sale in the amount of \$85,000 for the property located at 85 Church Street, and authorize the CAO and Mayor to sign the agreement on behalf of the Town.

**MOTION CARRIED**

## AGREEMENT OF PURCHASE AND SALE

THE undersigned **TOWN OF AMHERST** situated at 5 Ratchford Street, Amherst, Nova Scotia, B4H 4A1 and represented by its Chief Administrative Officer, Gregory D Herrett and the Mayor, Robert Small, both duly authorized to act on behalf of the the Town of Amherst as per its resolution dated \_\_\_\_\_ and (hereinafter called the "PURCHASER"), having inspected the property described in Schedule "A" hereto annexed, hereby makes to **SUNCOR ENERGY PRODUCTS PARTNERSHIP** (hereinafter called the "VENDOR") its successors and assigns the following offer:

To purchase those lands and premises situated at 85 Church Street, Amherst, Nova Scotia and having PID # 25005760 and more particularly described in Schedule "A" hereto annexed (hereinafter the "Property"), at the price of Eighty-Five Thousand Dollars (\$ 85,000.00 ) plus all applicable goods and services or harmonized sales tax ("GST" or "HST", as the case may be), payable as follows:

- (a) Ten Thousand Dollars (\$ 10,000.00 ) by cheque made payable to the VENDOR and dated on or before the date hereof, which cheque is attached to this Offer and may at any time after the date hereof be presented for payment; in the event that this cheque is presented for payment after the date hereof and prior to acceptance of the Offer by VENDOR, such presentation for payment shall not constitute acceptance of the Offer or oblige VENDOR in any way to accept same.
- (b) Seventy-Five Thousand Dollars (\$ 75,000.00 ) by cash , certified cheque or solicitor's trust cheque at the time of closing.

THIS offer is unassignable without the prior written consent of VENDOR, which consent may arbitrarily be withheld.

THIS Offer to Purchase shall be irrevocable and open for acceptance until, but not after, 5:00 p.m. on June 10, 2011 ; after which time, if not accepted, this Offer to Purchase shall be null and void and the amount of the deposit shall be returned to PURCHASER without interest or deduction. Acceptance of the Offer by VENDOR may be communicated to PURCHASER by VENDOR executing a duplicate copy of this Offer to Purchase and returning it to PURCHASER by courier or other hand delivery to the PURCHASER's Head Office address set out below, or facsimile to PURCHASER's fax number set out below, or registered mail addressed to PURCHASER's Head Office address set out below. Any such notice couriered or hand delivered shall be deemed to have been given and received on the day it is delivered to such address. Any such notice delivered by facsimile to PURCHASER shall be deemed to have been given and received on the day it is delivered. Any such notice registered mailed to PURCHASER shall be deemed to have been given and received on later of the third business day of uninterrupted postal service following the date of its mailing, or the Post Office's confirmation of delivery or attempted delivery to PURCHASER's address. Upon acceptance, this Offer to Purchase shall then constitute an agreement of purchase and sale between VENDOR and PURCHASER subject to the following terms and conditions which are hereby agreed to by said VENDOR and PURCHASER.

1. (a) Omitted Intentionally  
(b) Omitted Intentionally
2. The sale shall include land only
3. (a) The closing shall not be later than sixty (60) days from and including the date of acceptance of this offer by VENDOR, at which time vacant possession shall be given to PURCHASER.  
(b) Omitted Intentionally  
(c) Omitted Intentionally
4. In the event that closing does not occur within the period specified in **Clause 3**, VENDOR may, without prejudice to VENDOR's right to further damages, elect to retain the sum deposited by PURCHASER at the time of making this offer, unless:
  - (a) PURCHASER makes a valid objection to title in accordance with **Clause 5**, or
  - (b) PURCHASER has elected to cancel this Agreement in accordance with **Clause 12**, or
  - (c) PURCHASER is unable in accordance with **Clause 15** to obtain the consents specified in said **Clause 15**, or
5. VENDOR, at VENDOR'S expense, agrees to convert the Property's title from the registry system under the *Registry Act* (Nova Scotia) to the land registration system under the *Land Registration Act* (Nova Scotia) at least 10 days prior to closing. On final registration of the Property, VENDOR shall so advise PURCHASER and shall provide to PURCHASER a copy of the approved legal description, the applicable Parcel Identification (or "PID") number, applicable restrictive covenants, if any, and a copy of any approved plan applicable to the Property. After receipt thereof, PURCHASER is allowed 5 days to investigate the title to the Property. If, within that time, any valid objection to title is made to VENDOR, which VENDOR is unable or unwilling to remove, and which

PURCHASER will not waive, this Agreement shall be null and void and the deposit returned to PURCHASER without interest or deduction. Unless such valid objection is made within such time, PURCHASER shall be conclusively deemed to have accepted the title of VENDOR, being the beneficial owner, and the registered owner, Suncor Energy Inc (hereinafter called the "REGISTERED OWNER"), to the Property.

VENDOR makes no representation as to the exactness of the boundaries of the Property, which Property PURCHASER accepts "**WHERE IS**" without any warranty whatsoever as to the total superficial area of the Property, its location or the location of any building or improvement located thereon.

This sale is made without any condition or warranty expressed or implied as to the condition of the Property. Without limiting the generality of the foregoing, PURCHASER acknowledges having received a copy of the following environmental reports identified below of the Property and which consultants were retained by the VENDOR regarding the environmental state of the Property. PURCHASER acknowledges and agrees that neither the VENDOR nor the REGISTERED OWNER provide any warranty whatsoever respecting the exactness of the facts, information and conclusions contained in the said documents and the PURCHASER hereby waives any recourse with respect to same.

Report entitled "Soil and Groundwater Characterization Report" prepared by Jacques Whitford Environment Ltd and dated September 26, 1995;

Report entitled "Site Remediation Program " prepared by Jacques Whiteford Environment Limited and dated December 8<sup>th</sup>, 1995;

Report entitled "Site Remediation Report" prepared by Jacques Whitford Environment Limited and dated November 23<sup>rd</sup>, 2000;

Report entitled " Off-site Phase II Environmental Site Assessment " prepared by Jacques Whitford and Associates Environment Limited and dated June 9<sup>th</sup> 2004 Ref: NSD18099 ;

Letter dated August 13<sup>th</sup> 2004 from Russell Bilodeau to Ron Patterson of the Town of Amherst;

Letter dated March 31<sup>st</sup> 2006 from Gregory D. Herrett of the Town of Amherst, re: letter sent by Russell Bilodeau dated August 13<sup>th</sup> 2004 ;

Site closure, dated May 10<sup>th</sup>, 2006 from the Nova Scotia Department of the Environment and dated May 10<sup>th</sup> 2006;

8. PURCHASER acknowledges that the Property was previously used by the VENDOR and REGISTERED OWNER as a service station for the sale, storage and handling of petroleum products.
9. This sale is made by VENDOR to PURCHASER (PURCHASER having declared his intention to PURCHASER to use the Property for commercial purposes) subject to the following:
  - the Property shall not be used for agricultural or residential purposes, unless the soil is rehabilitated in accordance with applicable standards; and
  - groundwater shall not be used as a source of potable water unless such water is rehabilitated in accordance with applicable standards;

In this Agreement "applicable standards" shall mean environmental standards of the province in which the Property is situated, whether enacted by regulation or (in the absence of such regulation) established by guidelines published by the department of the environment of such province or other provincial governmental department having jurisdiction in environmental matters from time to time, in either case setting maximum permissible levels of contamination for a given use of property.

10. PURCHASER hereby covenants and agrees to hold VENDOR and REGISTERED OWNER (including for the purpose hereof their respective directors, officers, employees, and agents) completely harmless and to indemnify VENDOR and REGISTERED OWNER from and against any and all liabilities directly or indirectly incurred by VENDOR and/or REGISTERED OWNER by reason of any claims, orders, demands, suits, actions, causes of action, losses, costs, liabilities and/or expenses (including legal fees) which VENDOR and/or REGISTERED OWNER may sustain, incur, suffer or have asserted against it, whether occurring or caused before, on or after the date hereof, relating to, arising out of, resulting from or in any way connected with any matters concerning the Property including, without limitation, the environmental condition of the Property.
11. Neither VENDOR nor REGISTERED OWNER shall be responsible for hidden or latent defects which may be present on the Property, or have any liability or obligation regarding any clean-up of the Property, which Property PURCHASER declares having examined to its complete satisfaction and accepts "**AS IS**".

12. PURCHASER is allowed thirty (30) days from the date of acceptance of this offer to proceed, at its cost, with all environmental tests which PURCHASER may reasonably deem appropriate to conduct on the Property; provided that, immediately following the said test, the Property shall be restored to its present condition, the whole at PURCHASER's cost. Should PURCHASER not be satisfied with the results of the above mentioned environmental tests, PURCHASER may cancel this Agreement by giving VENDOR a notice to that effect within the ten (10) day period following the thirty (30) day period mentioned above. Upon receipt of said notice, VENDOR shall return to the PURCHASER the amount of deposit which accompanied the present offer, the whole without interest and without any recourse from PURCHASER against VENDOR.
13. There is no condition, express or implied, representation or warranty of any kind that the present use by VENDOR or REGISTERED OWNER or the future intended use by PURCHASER is or will be lawful or permitted; without limiting the generality of the foregoing, this Agreement of Purchase and Sale shall not be affected by any zoning change intervening prior to closing.
14. Neither VENDOR nor REGISTERED OWNER shall be required to produce any title deed, abstract, survey, declaration of possession or other evidence of title to the property except such title deed, abstract or survey as are in VENDOR's possession or control.
15. PURCHASER shall be responsible for determining whether any provisions of any Planning Legislation require compliance prior to closing. Where compliance is necessary, PURCHASER shall notify VENDOR's solicitor and VENDOR may at its option authorize PURCHASER at the expense of PURCHASER to obtain any such consents. Where such compliance is necessary and VENDOR does not authorize PURCHASER as aforesaid, or VENDOR does so authorize PURCHASER but PURCHASER is unable to obtain such consents on or before closing, then either VENDOR or PURCHASER may elect to cancel this Agreement whereupon all monies heretofore paid shall be returned without interest or deduction. "Planning Legislation" for the purposes of this Agreement shall mean the requirement of any legislation for obtaining severance or sub-division approval only.
16. Omitted Intentionally
17. Interest, rentals, taxes, rates, fuel on the premises, and assessments are to be adjusted to the date of closing. The cost of municipal improvement, (including, but without limiting the generality of the phrase "municipal improvements", betterment charges and capital charges for utility or municipal services) completed and billed as of the date of this Agreement are to be paid by VENDOR on or before the closing date, unless otherwise stated. Notwithstanding the above, there will be no fuel adjustment given there are no fuel tanks on the property.
18. Time shall in all respects be of the essence hereof, and no extension or Agreement by either party's solicitor shall be taken or deemed to waive this provision.
19. Any tender of documents or money hereunder may be made upon VENDOR or PURCHASER or their respective solicitors on the day for closing of this Agreement.
20. All payments contemplated herein shall be paid in Canadian funds, in cash or by confirmed electronic funds transfer, certified cheque or bank draft.
21. For further clarity, PURCHASER acknowledges that REGISTERED OWNER holds registered title to the Property as nominee for VENDOR, the sole beneficial owner, and VENDOR shall be entitled, at its option directly or through a nominee, to the benefit of restrictive covenants, if any, to be registered on title for the benefit of VENDOR on closing.
22. VENDOR shall cause REGISTERED OWNER to deliver such closing documents as reasonably requested by PURCHASER to transfer all of REGISTERED OWNER right, title and interest in the Property to PURCHASER or as required in connection with the completion of the transactions pursuant to this Agreement.
23. (a) The Property shall be conveyed by Warranty Deed in VENDOR's standard registrable form and shall be prepared by VENDOR's solicitors at VENDOR's expense. Any direction as to the manner in which title is to be taken by PURCHASER shall be communicated to VENDOR's solicitor no later than thirty (30) days after the acceptance of this Agreement by VENDOR.  
  
(b) PURCHASER shall register the Warranty Deed immediately after closing and provide VENDOR or its solicitors with an executed registered copy.  
  
(c) The parties agree to provide in the Warranty Deed for the undertaking set out in Section 30 below.
24. No document containing any reference to VENDOR shall be registered on title to the Property without the prior written consent of VENDOR, which consent may be withheld in its sole, absolute and unfettered discretion.

25. The PURCHASER declares that it is duly registered for purposes of Part IX of the *Excise Tax Act*, under the number 108124694RT0001 (**HST registration number if applicable**).
26. VENDOR and PURCHASER agree to avail themselves of section 221 (2) (b) of the said Act pursuant to which the VENDOR is exempted from its obligation to collect the GST for the taxable supply by sale of real property where the PURCHASER is registered under Part IX of the said Act, and the supply is not the supply of a residential complex made to an individual. PURCHASER covenants and agrees to remit the GST payable on the present sale to the relevant federal taxation authorities.
27. VENDOR declares that VENDOR and REGISTERED OWNER are not now and will not be on the day of closing of this Agreement, non-residents within the meaning of the *Income Tax Act* (Canada).
28. This Agreement shall constitute the entire agreement between PURCHASER, VENDOR and REGISTERED OWNER and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
29. This Agreement shall survive and remain in full force and effect notwithstanding closing.

PURCHASER hereby agrees, acknowledges and undertakes that the Property shall not be used, even on a partial or ancillary basis, for the following purposes, for a period of twenty (20) years from and after the closing:

(i) the sale, storage, handling or distribution of petroleum products;

(the "Undertaking").

The Warranty Deed shall further set out the obligation for PURCHASER to reproduce the Undertaking in any assignment, deed or transfer of legal or beneficial title to the Property and to obtain the same Undertaking from any subsequent purchaser, transferee or holder of the Property to comply with it.

In the event of any breach of the Undertaking, VENDOR shall be entitled to receive liquidated damages in the amount of Five Hundred Dollars (\$500) per day for the duration of such breach, without prejudice to any of VENDOR's other rights and remedies, including without limitation the right to obtain an injunction to stop such breach.

The following further conditions shall apply to this Agreement:

**Off-site contamination** – The parties acknowledge being advised that there are impacts exceeding Atlantic PIRI tier I Risk Based Screening Levels remaining on the adjacent property line adjacent to Albion Street, the whole as described in the report entitled "Off-Site Phase II Environmental Site Assessment " prepared by Jacques Whitford and Associates Environement Limited and dated June 9, 2004, Ref: NSD 18099. The Town of Amherst was advised and accepted that these impacts could remain in place as long as the VENDOR accepted to deal with these contaminants in the future, if required by the Town.

VENDOR acknowledges receipt of the notice by the PURCHASER'S solicitors dated February 23, 2011 as evidenced in Schedule C and of the PURCHASER'S intention to redesign the intersection near the contaminated soils as set out in the report by Jacques Whitford dated June 9, 2004. The PURCHASER will provide the VENDOR with a 60 days written notice prior to the work beginning by the PURCHASER for the redesign of the intersection and upon receipt of this notice the VENDOR will proceed in regards to carrying out any work that is required in view of cleaning up the Off site contamination.

Accordingly, the VENDOR and the PURCHASER agree to sign the attached "Indemnity Agreement " as shown in Schedule B , at CLOSING.

**Town Council Approval** – The present agreement is conditional upon the PURCHASER obtaining the Town Council's approval by no later than June 30, 2011. Should the PURCHASER be unable to obtain such approval the PURCHASER shall notify the VENDOR accordingly before June 30, 2011 and this promise shall be null and void and the DEPOSIT shall be returned to the PURCHASER without interest and without recourse.

If notice is not received by the VENDOR from the PURCHASER in accordance with this section, the PURCHASER shall be deemed to have obtained the required approval and to have waived his right to terminate this promise pursuant to this section.

This Agreement shall be governed by the laws of the Province where the Property is situate.

All words and personal pronouns in this Agreement shall be read and construed as the number and gender of the party or parties referred to in each case requires and the verb shall be construed as

- 4.4 **Agreement: Lease of Dominion Public Building, RFD#2012026 M-1106-06**  
**Moved by Councillor Rhindress seconded by Councillor March that Council approve the lease agreement between the Town of Amherst and Tantram Theatre for the Dominion Public Building and authorize the CAO to sign on behalf of the Town.**

**MOTION CARRIED**

**LEASE AGREEMENT**

This Lease Agreement ("Lease") is made and effective **[Date]**, by and between **Town of Amherst** ("Landlord") and **Tantram Theatre** ("Tenant").

Landlord is the owner of land and improvements at civic number **98 Victoria Street** and commonly known as **The Dominion Public Building**.

Landlord makes available for lease the following portion of the Building (the "Leased Premises"):

- A) The entire first floor of the building;
- B) The storage room in the basement at the front of the building.

The Landlord reserves the right to construct a vestibule at the west side of the lobby to access the stairwell to the second floor.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

**1. Term.**

- A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning June 1, 2011 and ending May 31, 2012.
- B. If, by September 30, 2011 the Landlord decides it will not require sole possession of the building for its purposes by May 31, 2012, the Landlord may extend the term of the lease to September 30, 2012. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

**2. Rental.**

- A. Tenant shall pay to Landlord during the initial Term rental of **\$875.00** per month plus applicable HST. Each payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 5 Ratchford Street. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.
- B. The rental for any renewal lease term, if created as permitted under this Lease, shall be **\$875.00** per month plus applicable HST.

**3. Use**

The tenant may utilize the building for the purposes of a public theatre, including but not limited to, live entertainment, weddings, conferences, and other such formal or informal public gatherings. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

**4. Sublease and Assignment.**

Tenant shall NOT assign this Lease to any other party, individual or corporation or to a purchaser of substantially all of Tenant's assets.

**5. Tenant Termination**

The Tenant may terminate the lease agreement at any time with 45 days notice.

**5. Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

**6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to redecorate, and make improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

**7. Property Taxes.**

Landlord shall pay all property taxes on the Leased Premises.

**8. Insurance.**

- A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
- B. Tenant shall maintain fire insurance (minimum \$500,000) and general liability insurance (minimum \$2,000,000) on the Leased Premises.

**9. Utilities.**

Tenant shall pay all charges for telephone, internet and other such services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. The Landlord will pay heat, lights, and water charges.

**10. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by the land use bylaw. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs.

**11. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**12. Parking.**

The Tenant does not enjoy the exclusive use of any parking spaces for the facility.

**13. Damage and Destruction.**

In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant.

**14. Common Use**

The Tenant acknowledges that the Landlord, its employees, agents and invitees, must utilize the lobby of the leased premises to access other portions of the building not subject to the lease. The Landlord, its employees, agents and invitees will use the utmost discretion to maintain the Tenants privacy and quiet enjoyment of the leased premises.

**15. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**16. Quiet Possession.**

Notwithstanding Section 14 the Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**17. Security Deposit.**

There shall be no security deposit required.

**18. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by mail, return receipt requested, addressed as follows:

If to Landlord to:

**Gregory D. Herrett, CA, Chief Administrative Officer  
Town of Amherst  
5 Ratchford Street, Amherst, NS B4H 4A1**

If to Tenant to:

**George Douglas  
Tantramar Theatre  
98 Victoria Street , Amherst, NS B4H 1X6**

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**19. Compliance with Law.**

Tenant shall comply with all laws, orders, bylaws and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, bylaws and other public requirements now or hereafter affecting the Leased Premises.

**20. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

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

- 4.5 Tender: Robie Street Reconstruction, RFD#2012027 M-1106-07  
Moved by Deputy Mayor Baker, seconded by Councillor Rhindress that Council award the tender for reconstruction of Robie Street to Beal and Inch Construction for their low bid of \$ 229,504.35 HST included.**

**MOTION CARRIED**

- 4.6 Amherst Water Utility, Operating & Capital Budgets, RFD#2012023 M-1106-08  
Moved by Councillor Bird, seconded by Councillor March that Council approve the 2011-2012 Amherst Water Utility Operating Budget of \$1,658,665 and Water Capital Budget of \$251,000, and further, that Council approve in principal the following Amherst Water Utility capital budgets:**

- 2012-2013           \$779,000
- 2013-2014           372,000
- 2014-2015           213,000
- 2015-2016           42,000

**MOTION CARRIED**

- 4.7 **Summer Meetings, RFD#2012033** **M-1106-09**  
 Moved by Councillor Angel, seconded by Deputy Mayor Baker that the regular meetings of Council and Committee of the Whole be cancelled for July and August, and that special meetings be convened to address any issues which may arise prior to the next regular Committee of the whole meeting, scheduled for Monday, September 19, 2011 and the next regular Council meeting, scheduled for Monday, September 26, 2011.

MOTION CARRIED

- 4.8 **Grants to Organizations, RFD#2012029** **M-1106-10**  
 Moved by Councillor March seconded by Councillor Rhindress that Council approve the following grants totaling \$30,528, and that staff be directed to disburse such funds:

• Amherst Food Assistance Network	\$	2,000
• Amherst Little League		1,500
• Autumn House		10,000
• Cumberland County Museum & Archives		4,000
• Cumberland Early Intervention Program		1,000
• Sexual Health Centre for Cumberland County		500
• Showcase Productions Society		1,000
• Lillian Albon Animal Shelter (per MoU)		10,000
• T-Bar		500
• Soccer (in-kind; we pay property taxes)		28
	\$	<u>30,528</u>

MOTION CARRIED

4.9 **Funding Requests**

- a) **Atlantic Dance Academy, RFD#2012030** **M-1106-11**  
 Moved by Councillor Rhindress seconded by Councillor Fawthrop that Council approve funding in the amount of \$500 under the Town's Grants to Organizations Policy in support of students of the Atlantic Dance Academy attending the Dance World Cup in Ontario, June 29 - July 3.

MOTION CARRIED

- b) **Amherst Co-ed Softball, RFD#2012031** **M-1106-12**  
 Moved by Deputy Mayor Baker, seconded by Councillor March that Council approve funding in the amount of \$500 under the Town's Grants to Organizations Policy, in support of the Amherst Co-ed Softball Team attending the Canadian Slo Pitch Championships to be held in Newfoundland, July 28- August 2.

MOTION CARRIED

- c) **Cumberland County Museum, RFD#2012033** **M-1106-13**  
 Moved by Councillor Fawthrop seconded by Councillor Angel that Council approve funding in the amount of \$500 under the Town's Festivals and Events Policy in support of the Cumberland Museum Society's second annual "Old Fashion Country Fair".

MOTION CARRIED

5. **INFORMATION / DISCUSSION ITEMS**

6. **STRATEGIC PRIORITIES**

7. **INTERNAL COMMITTEE REPORTS**

7.1 **Planning Advisory Committee**

Councillor March presented the following report on behalf of the Planning Advisory Committee:

Due to councillor attendance at the Federation of Canadian Municipalities Conference in Halifax, the regular Planning Advisory Committee meeting schedule for June 6<sup>th</sup> at noon was cancelled.

A public participation session for the draft Downtown Design Guidelines was held the evening of June 6<sup>th</sup>. This session was very well attended. There were many good questions and comments, and support for the guidelines seems high. Staff will consolidate the questions / comments and report back to the PAC with a recommendation on how to proceed.

## 7.2 Amherst Board of Police Commissioners

Councillor Bird presented the following report on behalf of the Amherst Board of Police Commissioners:

A meeting of the Amherst Board of Police Commissioners was held on June 14, 2011.

The Commission acknowledged the two officers who recently received Exemplary Service Medals from the Governor General of Canada, Sgt. David Lepper for 30 years of service and Sgt. Tim Hunter for 20 years of service.

Chief Rushton distributed copies of the Department's Annual Report to the Commission members, asking that it be reviewed for errors and omissions prior to being distributed to Council. Deputy Chief Naylor reviewed the statistical report with comparisons to the previous year. He advised the board that education, enforcement, presentations, working with other groups, and other means are implemented to try and reduce the incidences of domestic violence; this is a challenge but the department does what it can to address these incidences. Officers receive special provincially mandated training to address domestic violence.

The annual operating and capital budgets for the Amherst Police Department were approved by Council in May, with a \$3.7 million operating budget and \$209,150 for capital projects.

As with Council and other committees of the Town, the Police Commission does not have any regular scheduled meetings for July and August, and the next meeting is scheduled for September 13, 2011.

## 7.3 Dangerous or Unsightly Premises Committee – Nil Report

## 7.4 Youth Advisory Committee

Councillor Bird presented the following report on behalf of the Youth Advisory Council:

The Youth Advisory Council held its regular monthly meeting on June 6. Members were pleased with the Skatepark opening on May 28<sup>th</sup> and are looking forward to future competitions and events that they can host to maximize usage at this facility.

On June 11<sup>th</sup> the Youth Advisory Council held a car wash fundraiser in the parking lot of the Town Square Mall, where \$520.85 was raised. Disbursement of this money will be discussed at the upcoming monthly meeting.

The Youth Advisory Council is busy planning a weekend just for youth. Beginning on Saturday July 9<sup>th</sup> with "YouthFest" at the Stadium, they will have an assortment of activities on the go. A ball hockey tournament, skateboard competitions and a sculpture building contest out of canned food items are planned. Members are in the process of setting up bins at local grocery stores to collect non perishable food items for the sculpture building activity and after the event all items will be donated to the *Amherst Food Assistance Network*. During the evening they will host a Battle of the Bands competition inside the Stadium.

On Sunday July 10<sup>th</sup> there will be a trip to Tree Go in Moncton, exclusively for youth aged 14-17.

The next meeting is scheduled for Monday July 4<sup>th</sup> in Council Chambers.

## 7.5 Tree Advisory Committee – Nil Report

## 7.6 Heritage Advisory Committee - Nil Report

# 8. EXTERNAL COMMITTEE REPORTS

## 8.1 Cumberland Public Libraries

Councillor Angel presented the following report on behalf of Cumberland Public Libraries:

### **Summer Reading Club for Kids**

Kick off parties will be held at all the branches near the end of June. Check the library's Calendar of Events for dates and times. The theme this year is Splash! so there should be lots of watery fun this summer.

### **Summer Reading Club for Teens and Adults**

Not to be left out, teens and adults can take part in their own summer reading clubs. Read books and win prizes.

### **New Name and Logo**

Join us at our branches for parties to celebrate our new name and logo. Refreshments will be served. Check the library's Calendar of Events for dates and times.

### **A Facelift for Four Fathers**

The Town of Amherst has approved funding for a facelift for the Four Fathers Library. Look for fresh new paint, new flooring, and a prettier circulation desk.

**Statistics**

Over 129,000 items were signed out by Cumberland Public Libraries last year, which includes books, magazines, DVDs, audiobooks, and more. That's over three items per person in the County. 27% of residents of Cumberland County have a library card that they have used within the past three years; if you're not one stop by your local library for a free card.

**Facebook**

The library is on Facebook. We've posted pictures from some of our recent programs, articles and videos from the local newspapers and sent out reminders about upcoming events. To join us on Facebook all you need to do is "Like" us. A link to our Facebook page can be found on the library's website ([www.cumberlandpubliclibraries.ca](http://www.cumberlandpubliclibraries.ca)).

**8.2 Cumberland RDA**

Councillor Fawthrop presented the following report on behalf of Cumberland RDA

CREDA is now known as Cumberland Regional Development Authority - short form is Cumberland RDA. The change was necessitated through a provincial change for all RDA's in the province.

This week we held our Annual General Meeting in Springhill. The meeting was well attended by members of the board of directors, ACOA, Nova Scotia Business Inc., representatives from various provincial departments and representatives from the five municipalities. I (Councillor Fawthrop) was re-elected as Chair and I will serve until June 2012.

I will repeat our mission statement and highlight one key project.

Mission: *Creating an environment which facilitates sustainable economic growth in the Cumberland region in partnership with all five municipal units.*

This month I will report on the Regional Energy Strategy: In the fall of 2010 the Regional Energy strategy was adopted and launched by the County of Cumberland, and the Towns of Springhill and Parrsboro. The strategy focuses on identifying investment and attraction opportunities within the three units that would increase renewable and alternative energy capacity including tidal, wind, geothermal, solar and coal bed methane.

**8.3 Cumberland YMCA**

Councillor Fawthrop presented the following report on behalf of the Cumberland YMCA Board:

This week the YMCA held its Annual General Meeting. The meeting was extremely well attended. Prior to the opening there were a number of tours of the new Health and Wellness section. Noteworthy that the report covers features a happy smiling child who happens to be Reese MacDonald.

Highlights from reports:

- 2,760 hours were given by volunteers to the YMCA this year.
- 250 families and individuals were assisted through the subsidized membership program.
- 868 member high in 2010-11.
- 9 communities in Cumberland hosted YMCA programming.
- We have completed the first phase of the 3.5 million dollar project.
- The Y schedule offers more than 45 fitness classes weekly.
- The new Chair is Judi Giroux. New board members are Tanya Hoeg, Pam Chenhall, Mike Hunter and Sean Callaghan.
- Congratulations to Renee Lusby who has worked for the Y for fifteen years.

Summer Day Camps begin next week. My first Y Day Camp was 60 years ago and I encourage parents and grandparents to sign the children up for such programs as Dance/ Theatre Camp; Adventure Camp; Eco Camp; Sports Camp. Most camp themes are repeated throughout the summer.

Remember the Cross Border Challenge scheduled for this week. A special thank you to Paul and Judi Giroux for all the volunteer hours they have contributed to this extraordinary event.

**8.4 DARS - Nil Report****8.5 CJSMA**

Councillor Rhindress presented the following report on behalf of the CJSMA:

The CJSMA Bylaw Committee has completed its mandate of preparing a uniform solid waste bylaw for all municipal units in Cumberland County. So far only the Town of Amherst has adopted this bylaw. CJSMA staff are meeting with haulers and businesses to educate them on our new solid waste bylaw.

Town staff have met with the CJSMA Manager to discuss the process for licensing solid waste haulers. The Manager will submit a plan to the Director of Planning in the near future.

Staff of CJSMA and the Director of Planning have met with PBS regarding implementation of the new solid waste bylaw in regards to our residential collection contract.

**8.6 Northern Region Waste Resource Committee**

Deputy Mayor Baker presented the following report on behalf of the Northern Region Waste Resource Committee:

A meeting of the Northern Region Solid Waste Committee was held in Cumberland County on May 20, 2011. At the meeting the following significant issues were discussed:

1. All units have now signed the new Northern Region Agreement.
2. The Committee passed a motion to change the funding formula for enforcement funding so that it is distributed by thirds as opposed to by population. This will result in an additional \$3,000 for CJSMA.

**8.7 LA Animal Shelter**

Councillor Angel presented the following report on behalf of the LA Animal Shelter:

The Jesse Payne Memorial Dog Walk, held on May 29 from Rotary Park was very successful with 55 participants and 25 dogs walking. \$3,200 was raised by the walkers and volunteers. The walk will become an annual event the last Sunday in May.

The Shelter sponsors an online facebook auction which is continually receiving more items for auction. You can check out the items to be auctioned by going to the LA Animal Shelter facebook page. To date, \$3,657 has been realized from the auction.

Income from the sale of dog tags in Amherst from April 1 to date is \$1,020. All dogs in Amherst are required by law to be licensed annually by April 1<sup>st</sup>, with the \$15, or if the animal is not spayed or neutered, \$30 fee going directly to the Shelter for operating costs. You can get the dog license at Amherst Town Hall.

A part time summer staff position has been filled and the Shelter received a federal grant to hire a student for eight weeks, for 30 hours per week.

The Board approved the purchase of two new stainless steel container units for cats. Each unit has six compartments. These new units are on wheels and are easily moved if needed.

It is with regret that the Board has accepted the resignation of Chair Christine Storm effective June 30, 2011. A replacement will be selected at the Board meeting on June 29.

**8.8 VON – Nil Report****9. ADJOURNMENT**

Prior to the adjournment, Mayor Small wrapped up with comments; he thanked members of Council for the very busy spring season –all members worked hard on committees and attended events on the Mayor's behalf. He also thanked staff for their efforts, working on the many projects, saying this has got to be one of the busiest times in Amherst. Millions of dollars are being spent to make things better for our community – sewage treatment plant, downtown development, street upgrades, business upgrades in the park (40 new jobs at IMP this year), and the wind energy project. Further, he acknowledged that all the volunteer work going on in the community is unbelievable. The Association of Municipal Administrators conference was held in Amherst earlier this month, a choir from Edmonton performed, Tantramar Theatre performed a 'brown bag' theatre, as well as the Tribute to Roy Orbison. He extended congratulations on behalf of Town and Council to the ARHS graduates. In closing, he said he is very, very proud to be a resident of Amherst – it is a great place to live.

On motion by Councillor March the meeting adjourned at 8:10 PM.

**APPROVED BY:**

Gregory D. Herrett, CA  
Town Clerk and Chief Administrative Officer

Robert Small  
Mayor

## Regular Council Meeting

Monday, June 27, 2011 at 7:00 PM

### AGENDA

<b>1.</b>	<b>O'CANADA</b>		
<b>2.</b>	<b>HEARINGS / PRESENTATIONS / PETITIONS</b>		
<b>3.</b>	<b>CALL TO ORDER</b>	<b>Presenter</b>	<b>Page</b>
3.1	Additions to Agenda		--
3.2	Approval of Agenda	Baker	--
3.3	Approval of Minutes: May 24, 2011 Regular Meeting of Council	Rhindress	2
<b>4.</b>	<b>REQUESTS FOR DECISION</b>	<b>RFD</b>	<b>Presenter</b>
4.1	Amend Policy #10350-01 Recognition of Service by Citizen .....	2012024	March
4.2	Repeal Policy #10350-03 Organizational Structure	2012025	Fawthrop
4.3	Agreement: Purchase & Sale, 85 Church Street	2012026	Angel
4.4	Agreement: Lease, Dominion Public Building	2012027	Rhindress
4.5	Tender: Robie Street Reconstruction	2012028	Baker
4.6	Amherst Water Utility: Operating and Capital Budgets 2011-2012	2012023	Bird
4.7	Summer Meetings	2012033	Angel
4.8	Grants to Organizations	2012029	March
4.9	Funding Requests:		
	A Atlantic Dance Academy, Grants to Organizations Policy	2012030	Rhindress
	B Amherst Co-ed Softball, Grants to Organizations Policy	2012031	Baker
	C Cumberland County Museum, Festivals & Events Policy	2012033	Fawthrop
<b>5.</b>	<b>INFORMATION / DISCUSSION ITEMS</b>		
<b>6.</b>	<b>STRATEGIC PRIORITIES</b>		
<b>7.</b>	<b>INTERNAL COMMITTEE REPORTS</b>		
7.1	Planning Advisory Committee	March	82
7.2	Amherst Board of Police Commissioners	Bird	83
7.3	Dangerous or Unsightly Premises Committee	--	--
7.4	Youth Advisory Council	Bird	84
7.5	Tree Advisory Committee	--	--
7.6	Heritage Advisory Committee	--	--
<b>8.</b>	<b>EXTERNAL COMMITTEE REPORTS</b>		
8.1	Cumberland Public Library	Angel	85
8.2	CREDA	Fawthrop	86
8.3	Cumberland YMCA	Fawthrop	87
8.4	DARS	--	--
8.5	CJSMA	Rhindress	88
8.6	Northern Region Solid Waste	Baker	89
8.7	L. A. Animal Shelter	Angel	--
8.8	VON	--	--
<b>9.</b>	<b>ADJOURNMENT</b>		