

TOWN OF AMHERST

Regular Council Meeting

Minutes

Date of Meeting: Monday, June 27, 2016
Location: Council Chambers, Town Hall

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

Members Absent: Councillor Robert Bird

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

Mayor Small called the meeting to order at 7:00 PM.

2. O'CANADA

3. INTRODUCTION OF YOUTH COUNCILLOR (Austin Coates)

4. PRESENTATION (IODE Tantramar Chapter)

Mayor Small welcomed members of IODE Tantramar Chapter and presented a plaque in recognition of the organization's 100th anniversary.

5. APPROVAL OF AGENDA/MINUTES

5.1. Approval of the Agenda

Moved By: Councillor George Baker

Seconded By: Deputy Mayor Terry Rhindress

To approve the agenda with the addition of 7.2 Police Exemplary Awards Service

Motion Carried

5.2. Approval of Minutes

Moved By: Deputy Mayor Terry Rhindress

Seconded By: Councillor Frank Balcom

To approve the minutes of the May 24, 2016 Regular Council meeting and the May 25, 2016 Special Council meeting

Motion Carried

6. REQUESTS FOR DECISION

6.1. Lease-Management Agreement with CDC (1941)

Moved By: Councillor George Baker

Seconded By: Councillor Lisa Emery

That Council approve a formal five year lease and management agreement with Cumberland Development Corporation Limited (CDC) for the Community Credit Union Business and Innovation Centre located at 5 Ratchford Street commencing October 1, 2016, and authorize the Mayor and CAO to sign the agreement on behalf of the Town of Amherst

Motion Carried

THIS LEASE and Management Agreement

made this ____ day of _____, 2016

BETWEEN:

THE TOWN OF AMHERST

(Hereinafter referred to as the "Landlord")

- and -

Cumberland Development Corporation Limited

(Hereinafter referred to as the "Tenant" or "CDC")

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 Development Corporation Limited
Address: Amherst, Nova Scotia
- (c) Building: 5 Ratchford Street, Amherst, Nova Scotia
- (d) Premises: 5 Ratchford Street, Amherst, NS
- (e) Leased Premises: Seven (7) Offices dedicated for CDC and Partner operations together with a common areas including hallways, server space on ground floor and storage space. (As per Schedule "A")
- (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.
- (g) Commencement Date: October 1, 2016
- (h) End of Term: Sept. 30, 2021
- (i) Rent: Base Rent

<u>Period</u>	<u>Per Year</u>	<u>Per Month</u>
Oct. 1/16 – Sept 30/18	\$27,000.00 plus HST	\$2,250.00 plus HST
In each of the years thereafter, the base lease shall escalate by 5% annually to a maximum of \$31,250 plus HST Per year or \$2,606.17 plus HST per month.		
- (j) Permitted Use: Administrative offices, Training, Business Development Activities, Networking, Meetings, Conferences, and other related activities in support of Community and Economic Development.
- (k) Lease Year: The Lease Year runs from Oct 1st of each year to Sept 30st of the next year.
- (l) Termination - Either party may terminate the Lease with cause upon ninety (90) days' notice in writing. Funding for CDC is reviewed each 2 years. In the event funding for operations cease, CDC may give notice as above for 90 days or for the period of time to when funding ceases, whichever is the lesser of.
- (m) HST: HST shall be paid in addition to Rent.
- (n) Schedules Forming Part of this Lease: Schedule "A" – Plan of Leased Premises and Schedule "B" detailing Managing Partner responsibilities.
- (o) "Managing Partner" is CDC who will take on the day to day responsibilities for managing operations at the Community Credit Union Business Innovation Center including but not limited to scheduling rooms, management, scheduling and monitoring of the business center/hub, incubation offices, accepting payment for bookings on behalf of the Town and other duties agreed upon by both parties during in operating the Center.

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) "Common Areas" means those areas of the Building which serve or are for the benefit of all tenants and users of the Building which are not specified in Schedule "A" attached;

- (c) "Dedicated Space" Seven (7) Offices dedicated for CBC and Partner operations that are specified in Schedule "A" attached in red.
- (d) "Other Offices" mean the offices dedicated for other tenants of the facility that are specified in Schedule "B" attached in blue.

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 are not subject to change or amendment during the term of the Lease.

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 and only then shall the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. 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 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 June, 2021 of its intention to renew the Lease. Should the Tenant choose to renew this Lease, the Term shall commence on Oct. 1st, 2021 for a term of five years, and end on Sept 30th, 2027.

Article 3 – Financial Requirements

3.1 Covenant to Pay

The Tenant covenants to pay the Rent Costs as provided in this Lease. The Rent 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 Monthly Lease

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 Lease, the annual sum(s) set out in equal monthly installments in advance in the amounts set out in 1.1 (g) on the first day of each and every month during the Term.

3.3 Realty Taxes

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

3.4 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 Costs; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

3.5 Rent Past Due

If the Tenant fails to pay any Rent 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 – Managing Partner

CDC as managing partner will take on this role as outlined in Schedule "B" attached.

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Article 5 – Control and Operation of Building

5.1 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.

The Tenant is not responsible for any damage that is not the 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 for as part of their normal business operations.

5.2 Heating and Air Conditioning

The Landlord shall provide sufficient heating and air-conditioning 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.

5.3 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.

5.4 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.

5.5 Janitorial Services

The Tenant is responsible for janitorial service for the seven (7) offices and space that are dedicated to them and their partners and detailed in Schedule "A" attached.

Article 6 – Use of Premises

6.1 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.

6.2 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.

6.3 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 7 – Maintenance, Repairs and Alteration of the Premises

7.1 Maintenance and Repair of Premises

The Landlord shall maintain and keep in good condition and substantial repair, order and condition their specific space (7 offices, data room and storage area). 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.

7.2 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.

7.3 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. Damaged caused otherwise shall be the responsibility of the Landlord.

7.4 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 Common Areas or the exterior of the building, are subject to the approval of the Landlord acting reasonably.

7.5 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 8 – Insurance and Indemnification**8.1 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.

8.2 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 9 – Assignment and Subletting**9.1 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.

9.2 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 10 – 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 11 – 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 as 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 11(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.

11.2 – 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 12 – 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.

12.1 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.

12.2 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.

12.3 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 13 – General

13.1 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.

13.2 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.

13.3 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.

13.4 Arbitration

Any disputes concerning the interpretation or application of this agreement 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 inquiries 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.

13.5 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.

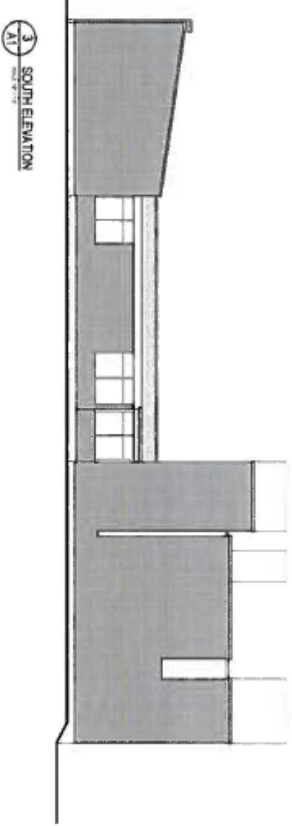
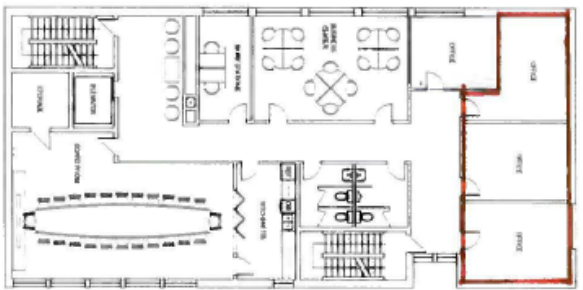
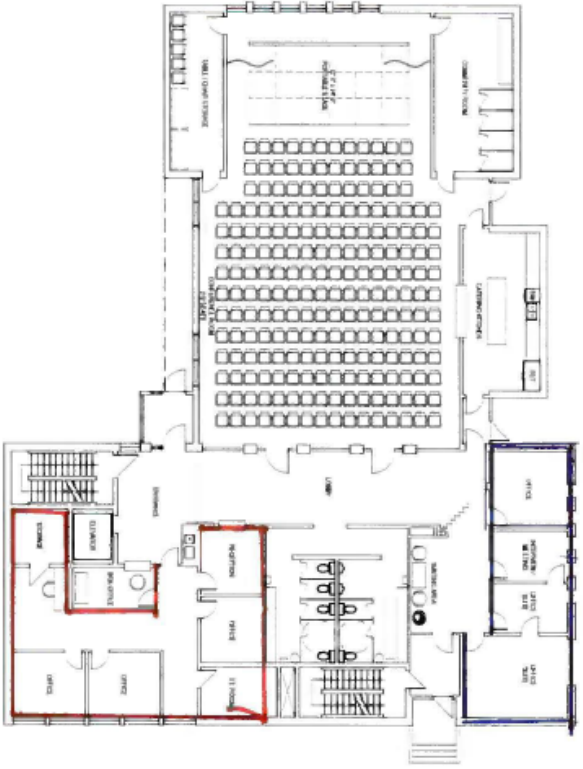
13.6 Time of the Essence

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

13.7 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.

Dedicated space for CDC shown in red.
 Other Offices not Managed by CDC shown in blue
 Common Space is all other space



Schedule "A"

Martin Patriquin Architect
 42 York Street
 Durham, NC 27701
 919.286.1100
 www.martinpatriquin.com

INNOVATION CENTER
 RATCHFORD ST
 AMHERST, NC

CONFERENCE SEATING
 FLOOR PLANS & ELEVATION

MDX



Schedule "B"

- a) The innovation center will house offices as well as a conference room on the ground floor and a boardroom on the second floor for business meetings, entrepreneurship and skills development training, workshops, community activities and events. There will also be both networking space and incubation space to support new startups located on the second floor. The expectation is that the center will increase capacity to host both business and community activities and events that will support economic growth in the Town of Amherst and Cumberland Region.
- b) CDC will have reasonable use of all resources in the Business and Community Innovation Center at no costs.
- c) It is understood that the Community Credit Union of Cumberland and Colchester will also have reasonable access to resources in the Business and Innovation Center as per their naming rights agreement with the Town of Amherst. A copy of the agreement between the Town of Amherst and the Community Credit Union of Cumberland and Colchester will be provided to the Managing Partner as a guide.
- d) As Managing Partner, CDC will occupy 7 offices and space of the facility for their staff and partners. (Schedule "A" attached)
- e) CDC shall have the right to sub-lease two (2) of these offices to their existing partners and will take full responsibility for these lease agreements.
- f) CDC will confirm and provide proof of Public Liability Insurance as the tenant in the property with details to be prescribed within the terms and conditions of the lease.
- g) Areas of responsibility for the Town will include utility costs including heating and power, security systems, snow clearing, service contracts for items such as elevator, fire extinguishers, etc., repairs and maintenance, waste disposal and janitorial services of public areas of the facility.
- h) In addition, the Town will work with the CDC in addressing set up of the stage and seating for events being hosted at the Business Innovation Center Conference Room. A procedure will be drafted for guidance of both parties. There is recognition by both parties that there will be a need for flexibility in the early months of operations to confirm a process that will be workable.
- i) The Town will maintain technology including internet services, telephone services, audio and lighting for the conference room on the ground floor in the building and technology including internet services, audio/visual equipment on the second floor in the boardroom, business hub and incubation office. CDC will be responsible for providing and maintaining internet and phone services to their offices detailed in Schedule "A" of the lease agreement.

6.2. Funding Agreement for CEN (2216)

Moved By: Councillor Lisa Emery

Seconded By: Councillor Frank Balcom

That Council approve entering into a funding agreement with the Town of Oxford, the Town of Parrsboro, the Municipality of the County of Cumberland and Cumberland Business Connector to support economic development in Cumberland County and authorize the Mayor and CAO to sign the agreement on behalf of the Town

Motion Carried

This Agreement sets forth a framework for the funding, and funding conditions, for an economic development society, dated this ____ day of _____, 2016 among:

The **Town of Amherst**, a municipal body corporate pursuant to Section 8 of the *Municipal Government Act (the "MGA")*;

AND

The **Town of Oxford**, a municipal body corporate pursuant to Section 8 of the MGA;

AND

The **Town of Parrsboro**, a municipal body corporate pursuant to Section 8 of the MGA;

AND

The **Municipality of the County of Cumberland** a municipal body corporate pursuant to Section 8 of the MGA;

(Collectively, the "Municipalities")

AND

Cumberland Business Connector a society registered under the Societies Act

(Hereinafter called the "Society")

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WHEREAS the Municipalities are partners in regional economic development in Cumberland County;

AND WHEREAS the Municipalities wish to partner to ensure regional economic development strategies that consider assets, business community, sector strengths and regional opportunities and challenges, and that take into account provincial and regional priorities;

AND WHEREAS Section 57 of the *MGA* provides authority for municipalities pay grants to a body corporate for the purpose of promoting the municipality or any part of the municipality and the surrounding areas as a location for institutions, industries and businesses;

AND WHEREAS economic development is a service which municipalities in Nova Scotia are empowered to provide under the *MGA*;

AND WHEREAS the Municipalities have agreed to support the creation of the Society as a body corporate, that will take on responsibility for guiding some aspects of economic development in Cumberland County;

AND WHEREAS the Municipalities wish to set out the terms and conditions for their funding of the Society, and for certain matters related thereto;

NOW THIS AGREEMENT WITNESETH that in consideration of the mutual covenants herein contained for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipalities and the Society agree as follows:

1. Definitions

In this Agreement:

- (a) "Audit Committee" means the Audit Committee for the Society, as appointed by the Liaison and Oversight Committee hereunder;
- (b) "Auditor" means a certified accountant who is appointed by the Audit Committee to audit the financial affairs of the Society;
- (c) "Board of Directors" means the Board of Directors of the Society;
- (d) "Federal Government" means Her Majesty the Queen in right of Canada, as represented by various federal ministries and governmental agencies;
- (e) "Fiscal year" means the Society's fiscal year, which shall be a twelve (12) month period commencing on April 1 of every year and ending on March 31 of every subsequent year;
- (f) "GAAP" means Canadian generally accepted accounting principles, as established from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, or any successor institutes, applicable as at the relevant date, and applied on a consistent basis;
- (g) "Liaison and Oversight Committee" means the Liaison and Oversight Committee of the Society, as established hereunder;
- (h) "Operating Costs" means the costs associated with operating and administering the Society;
- (i) "Province" means Her Majesty the Queen in right of the Province of Nova Scotia, as represented by various provincial ministries and governmental agencies, including the Ministry of Service Nova Scotia and Municipal Relations;
- (j) "Recruitment and Nominating requirements" means the Recruitment and Nominating process of the Society;
- (k) "Uniform Assessment" has the same meaning as in the *Municipal Grants Act*, R.S.N.S. 1989, c. 302, as amended from time to time.

2. Establishment of the Cumberland Business Connector Society

- (a) The Municipalities hereby agree to support the formation of a body corporate, known as the Cumberland Business Connector Society (the "Society"), upon the terms and conditions set out in this Agreement.
- (b) The Society will be incorporated pursuant to the Societies Act. R.S., c. 435.

3. Core Activities

The core activities of the Society are to:

- Develop, implement, and monitor a regional economic development strategy that is reflective of provincial and regional economic development priorities. The strategy should consider assets, business community, sector strengths, and regional challenges and opportunities. The strategy should also attempt to align with provincial priorities in order to maximize the Society's leverage of programs, policies and services.
- Cultivate close working relationships with the business community and work with key partners to support the development and attraction of new businesses, and retain and expand existing businesses. The Society will support local businesses in navigating, and making referrals to, programs and services.

- Inform partners and stakeholders about local business climate conditions as well as regional challenges and opportunities. The Society will work with partners and stakeholders to provide investment readiness and labour market information.

4. Powers

It is recognized that as a society registered under the laws of Nova Scotia, the Society shall have all the powers set out in section 10 of the Societies Act.

5. Funding

- (a) The Municipal funding will be divided amongst the Municipalities on the basis of the following formula; on the understanding that all direct financial contributions shall be pro-rated for the first fiscal year:
- The Town of Oxford will provide funding in the amount of \$10,000.
 - The Town of Parrsboro will provide funding in the amount of \$10,000.
 - The Town of Amherst and Municipality of the County of Cumberland contribution will be allocated on a weighted average basis with 50% of the weight being assigned to commercial assessment and 50% of the weight being assigned to population.
 - The Town of Amherst will provide office space (Community Credit Union Business Innovation Centre) and accounting support in addition to the direct financial contribution.
 - It is understood and agreed that the Society will not now or at any time in the future hire existing or former staff of any of the Municipalities and that the Municipalities will not now or in the future hire any staff that the Society may employ or has employed.
 - It is understood that if the current application of the Town of Parrsboro to the UARB for dissolution is approved, the Town of Parrsboro's share will be pro-rated for that portion of the fiscal year prior to dissolution, and the Municipality of Cumberland will pay the balance of the year on a pro-rated basis. Thereafter, the Municipality of Cumberland will provide the full \$10,000 annual contribution allocated to the Town of Parrsboro above, and the population and commercial assessment of the area inside the boundary of the former Town will not be included in the contribution calculated pursuant to s. 5 (a) iii above.
 - The agreement shall be for 5 years, with a mid-term review to be completed by April 1, 2019.
 - This Agreement will remain binding and in force until receipt of formal written notice by either of The Municipality or the Society by December 31st with an effect date of March 31st of that fiscal year.

6. Budget and Revenue

For all fiscal years after the initial year:

- The Liaison and Oversight Committee created pursuant to part 7 this Agreement shall confirm to the Society the amount of revenue that will be received by the Society for the coming fiscal year by January 31st.
- On or before March 1st, the Board of Directors of the Society (the "Board") shall approve a budget and business plan for the Society for the coming fiscal year. The budget and business plan shall be submitted to the Liaison and Oversight Committee for their information.
- The budget shall include the anticipated Operating Costs, revenues, funding contributions from each of the Municipalities and all other sources, any deficit or surplus from the preceding fiscal year, and such other information as may be required from time to time.
- The budget shall be prepared in accordance with GAAP and FRAM, funding contracts and the Society's own financial policies.

7. Liaison and Oversight Committee

The Municipalities shall create and appoint members to a Liaison and Oversight Committee, which shall consist of the Chief Administrative Officer each of the Municipalities, or their designate.

- (a) The main functions of the Liaison and Oversight Committee shall be:
- Strategic input to the Board – Providing advice and input to the Board to assist with its regional economic development strategy;
 - Accountability for outcomes – Ensuring that the Board achieves the goals it establishes in its regional economic development strategy;
 - Financial Accountability – Ensuring that the Society has excellent financial management;
 - Self-Governance – Ensuring that the Society follows and publishes its own rules of governance;
 - Communication – Ensuring excellent communication, feedback and strong linkages between the Board, the Municipalities and the general public;
 - Reviewing and recommending to the Municipalities the regional economic development strategy of the Society;
 - Monitoring and evaluating the implementation of the regional economic development strategy; and

- viii. Informing the Municipalities as to the outcomes of the recruitment and nominating process and the names of new board members when changes occur.
- (b) Members of the Liaison and Oversight Committee are responsible for:
- i. reporting on the Society's progress to their respective Councils;
 - ii. communicating their respective Councils' thoughts on the Society's progress to the Board;
 - iii. communicating their respective Councils' annual priorities to the Society annually for their planning process;
 - iv. Soliciting the approval of their respective Councils for continuation of funding to the Society.
- (c) The Liaison and Oversight Committee shall meet at-least twice a year with the Society Board on matters of governance.
- (d) The Liaison and Oversight Committee shall meet with the CAO of the Society at-least 4 times per year on matters related to operations.
- (e) Decisions of the Liaison and Oversight Committee shall be made by consensus.
- (f) All meetings of the Liaison and Oversight Committee require a quorum consisting of three-quarters (75%) of its total membership. If a quorum is not present, no business may be transacted at a meeting of the Liaison and Oversight Committee.
- (g) Expenses of the Liaison and Oversight Committee shall be provided by the Society as approved within the budget.

8. Audit Committee

- (a) An Audit Committee shall be appointed annually by the Liaison and Oversight Committee and shall consist of the following members:
- i. two Society Board members;
 - ii. the members of Liaison and Oversight Committee; and
 - iii. the CEO (*ex officio*) of the Society.
- (b) The Audit Committee shall be responsible for:
- i. appointing the Auditor;
 - ii. conducting a detailed review of the financial statements of the Society with the Auditor on an annual basis;
 - iii. evaluating the adequacy of the internal control systems of the Society;
 - iv. reviewing the conduct and adequacy of the audit;
 - v. investigating such matters arising out of the audit as may appear on the Audit Committee to require investigation;
 - vi. any other matters determined by the Liaison and Oversight Committee and the Board.
- (c) In carrying out their duties, the Auditor and the Audit Committee shall have unrestricted access to all activities, records, property, and personnel of the Society.
- (d) The Audit Committee shall, on an annual basis, appoint a Chair and a Vice-Chair.
- (e) The Audit Committee Chair and Vice-Chair shall have written position descriptions.
- (f) The Audit Committee shall have written terms of reference that set out its roles and responsibilities.
- (g) The Audit Committee shall meet at least twice per year or as deemed necessary.
- (h) All meetings of the Audit Committee shall require a quorum of 50%. If a quorum is not present, no business may be conducted at the meeting.
- (i) Audit Committee members must be financially literate and at least one member must have accounting or related financial management expertise.
- (j) Members of the Audit Committee are independent from the external auditors.
- (k) The Audit Committee annually reviews its terms of reference and assesses its effectiveness in meeting the needs of the Board of Directors.
- (l) The external auditor reports directly to the Committee, not to Society management.
- (m) The Audit Committee must have an auditor independence policy and must pre-approve all non-audit services to be provided by the external auditor.
- (n) The Audit Committee shall meet from time to time with the external auditors without management present.
- (o) Decisions and recommendations of the Audit Committee will be made by consensus.
- (p) The Audit Committee shall review any proposed changes to the roles and duties of the organization's CEO or financial support person.
- (q) The Audit Committee has the authority to engage independent counsel and other advisors, with prior approval from the Board.

9. Board Recruitment

- (a) Society commits to implementing a rigorous board recruitment process to include the following components:
- a. A Nominating Committee will be established consisting of no more than 5 members consisting of both Society Board Members and persons with expertise from the Cumberland Region who are committed to a structured approach to board recruitment. Board recruitment and development are to be considered a year round process.

- b. Position Descriptions for board members shall be established and should must include:
 - i. Member's duties and responsibilities
 - ii. Qualifications Skill set requirements for a Member
 - iii. Authority of the Members
 - iv. General responsibilities of Members
 - v. Expected term of Members
 - vi. Time Commitment for a Member
 - vii. Legal responsibilities of a Member
- c. Recruitment of Candidates for Board Membership
 - i. Maintaining an ongoing data base of potential candidates through referrals or suggestions by colleagues or other Board Members
 - ii. Development of a Board Member application available on-line to interested parties.
 - iii. Publicize for expressions of interest annually to encourage me member participation.
 - iv. Every effort must be made to ensure geographic representation from all of Cumberland County.
- d. Selection Process
 - i. Develop an application form for recruitment of Board Members to ensure consistent information
 - ii. Screen the applications based on the Society's requirements and level of commitment expressed.
 - iii. The screening process may include an interview component to ensure the applicant and organization fully understands each other and will be a good fit.
 - iv. Reference checks may be required to confirm information provided by the applicant.
 - v. Once successful candidates are selected, confirmation of the candidates and the rationale for appointment should be provided to the Liaison and Oversight committee.
 - vi. Successful candidates shall be formally notified and invited to join the board with specifics on expectations and term.
 - vii. An orientation process shall be established for new board members to ensure they become aware of how the Society works. Topics for orientation shall include: Overview of organization, structure, position descriptions, strategic plan, board minutes, relationship to staff and relationship to funders.

6.3. Tender - Annual Asphalt Patching Program (3338)

Moved By: Deputy Mayor Terry Rhindress

Seconded By: Councillor George Baker

That Council award the tender for asphalt patching to the low compliant bidder, Costin Paving and Contracting at their quoted unit prices to a maximum contract value of \$253,000 including non-recoverable HST

Motion Carried

6.4. Tender - Gravel Products (3339)

Moved By: Councillor Frank Balcom

Seconded By: Councillor George Baker

That Council award tender (T-16-01) for supply of gravel products to the low bidder, Chapman Bros Construction at their quoted unit prices to a maximum total of \$47,653 plus HST

Motion Carried

6.5. Hiring Policy (2678)

Moved By: Councillor Frank Balcom

Seconded By: Councillor Lisa Emery

That Council approve the amendments to the Town of Amherst Hiring Policy # 4000-07

Motion Carried

HIRING POLICY

NUMBER 04000-07

POLICY STATEMENT

All vacant positions in the Town of Amherst that are required to be filled shall be staffed by qualified candidates selected and appointed on the basis of education, experience, knowledge, abilities, personal suitability, and, when appropriate, seniority and residency, to be considered within the framework of legislation, applicable agreements, equal opportunity, fairness of employment, budgetary limitation and corporate needs.

Where a conflict exists between this policy and a Collective Agreement, the Collective Agreement shall prevail.

1. PURPOSE

The provisions of this policy are intended to:

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- a) promote equal employment opportunities for all prospective applicants irrespective of race, colour, religion, national origin, ancestry, place of origin, age, physical and mental disability, marital status, sexual orientation and sex, including pregnancy;
- b) promote fairness and impartiality;
- c) establish a procedure whereby the Town shall recruit, screen, hire and retain employees who are the most capable and qualified to do the job.

2. DEFINITIONS

“Permanent Employee” means an employee who is employed on a regular and full time basis.

“Temporary Employee” means an employee performing duties for an undetermined period of time.

“Part-time Employee” means an employee performing duties on a part-time basis.

“Seasonal Employee” means an employee performing duties of a seasonal nature.

“Open Competition” means a competition that is open to persons who are currently employed with the Town of Amherst as well as members of the general public.

“Physical Disability” means any degree of disability, infirmity, malformation or disfigurement of a physical nature caused by bodily injury, illness or birth defect and, without limiting the generality of the foregoing, includes any disability resulting from any degree of paralysis, or from diabetes, mellitus, epilepsy, amputation, lack of physical coordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or on a wheelchair, cane, crutch or other remedial device or appliance.

“Union” means Local 1233, Canadian Union of Public Employees, or Atlantic Police Association (APA) Local 104.

“Work Creation Project” means a project which is funded in whole or in part by a federal, provincial or municipal authority.

3. APPLICATION

This policy shall apply to all persons recruited by the Town of Amherst for all permanent, temporary, part-time, seasonal or student positions, as well as to positions related to publicly funded work creation programs.

Additional screening, information, testing and security checks may be required by the Amherst Police Department as outlined in their policy manual “Personnel II, Chapter 7, on Recruiting”.

4. DISCRIMINATION

No employee of the Town of Amherst or other person acting on behalf of the Town of Amherst shall refuse to employ or continue to employ any person, or discriminate against any person in respect of employment or any term or condition of employment based on race, colour, religion, national origin, ancestry, place of origin, age, physical and mental disability, marital status, sexual orientation, and sex, including pregnancy.

The foregoing provision as to age does not apply to termination of employment or refusal to employ because of the terms or conditions of a bona fide retirement or pension plan or employee insurance plan.

The same prohibitions with respect to physical handicaps do not apply if the termination of employment or refusal to employ is because of a bona fide qualification or job description based on the nature of the work or the work environment in relation to the physical disability or the operation of a bona fide group or employee insurance plan.

5. GENERAL REQUIREMENTS

In order to be considered for permanent employment, an applicant must:

- a) be a Canadian citizen or landed immigrant;
- b) possess an employment visa or other authorization to work in Canada, in the case where an applicant is not a Canadian citizen or a landed immigrant;
- c) have a Social Insurance Number card issued by the Canadian Employment and Immigration Commission;
- d) must meet education requirements of the position;
- e) be sixteen (16) years of age or older; and
- f) must meet minimum standards set for the position by the Town.
- g) All sworn police officer applicants or employees must meet the minimum standards outlined by the Nova Scotia Police Act and Policy and Standards as defined from time to time by the Department of Justice.

6. PROCEDURES: CLOSED COMPETITIONS

- a) Where applicable, COMPETITIONS shall be held in accordance with the terms and conditions of the respective collective agreement in effect between the Town of Amherst and the union which is the bargaining agent for the position in question.
- b) The Town of Amherst will post, at its discretion, position vacancies within the organization.

- c) Employees who have completed their probationary period are eligible to apply for posted positions.
- d) Employees who change positions through the Job Posting procedure will normally be prohibited from applying again until they have completed a minimum of six (6) months in the new position. The waiting period can be waived due to extenuating circumstances that are acceptable to the responsible managers/supervisors.
- e) Position vacancies will be posted in each Department on bulletin boards for a period of ten (10) days.
- f) Each posting will state the title, department, description of duties, and will list the qualifications and experience necessary to be considered for the position.
- g) Employees who are interested in a posted position must follow the Job Posting procedure.
- h) All applications will be reviewed by the Director and/or the interviewing committee for the posted position. Consideration will be given to the applicant's previous job performance, work history and qualifications.
- i) All full time, part time, casual and seasonal employees who apply and meet the minimum qualifications will be considered for the job.
- j) The most qualified candidates will be selected for interviews.
- k) If a current employee is selected, the employee's start date in the new position will be agreed upon by the Directors concerned. In most instances, the transfer should take place within two weeks. If a current employee is not selected, the position will then be filled by a qualified individual seeking employment with the Town of Amherst.

7. SELECTION COMMITTEE

The Selection Committee shall be as follows:

- a) For the position of Chief Administrative Officer, a Committee of Council and external resource person as determined. Hiring authority – Town Council.
- b) For the position of Director, the Chief Administrative Officer (CAO), one member of Council, Human Resources, and external resource persons as determined. Hiring authority – Town Council on CAO's recommendation.
- c) For other permanent, temporary, seasonal, part-time and student positions, the Director or designate, Human Resources and/or a Committee appointed by the Director with the approval of the CAO. Hiring authority – CAO on recommendation of Director. **Exception** – Part-time, casual and student employees to be hired by the Director.

8. CALL-BACK LIST

For temporary, part-time, and seasonal positions, the departments shall maintain a call-back list for employees who have performed their duties satisfactorily.

9. EMERGENCY APPOINTMENTS

In cases of emergency which requires additional human resources, a Director may employ a person(s) for the duration of the emergency.

The Chief Administrative Officer shall be advised of all emergency appointments as soon as is practicable thereafter.

10. STUDENT APPOINTMENTS

Candidates must have been full-time students within the last school year and must be returning to school on a full-time basis in the fall of the year. Proof of this may be requested from potential employees prior to, during, or after the hiring process.

Preference shall be given to students beginning post-secondary studies or returning to post-secondary studies in the upcoming fall, and whose parents are residents of the Town of Amherst.

Definition of a Student

Must be registered for at least 60% of a full course load. A full course load is normally five courses per term. Trade school students must receive at least 20 hours of instruction per week to be classified as a student.

11. FUNDED WORK CREATION PROJECTS

Preference shall be given to persons who are able to satisfy the terms and conditions of the appropriate work creation agreement with respect to the conditions of selections and hiring, and on the basis of merits and needs of each individual. Where a department has obtained approval and funding for a work creation project, the Director will follow the terms of funding for recruitment and selection as outlined by the funding agency.

12. APPOINTMENT AND SELECTION STANDARDS

- a) Candidates shall be assessed in accordance with the following criteria: education, experience, knowledge, abilities and personal suitability.

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- b) If candidates are equal based on the selection standards, preference will be given to candidates who are residents of the Town of Amherst.

13. PUBLIC RELATIONS AND NOTIFICATION

All departments who may have contacts with job applicants shall make every effort to generate good will through these contacts, ensure that courteous treatment is provided to all applicants, and advise those who are being considered for a position promptly and tactfully when the position has been filled.

14. PROBATIONARY PERIODS

Probationary periods will be for a period of six (6) months or longer as determined by the position or as outlined in the appropriate Collective Agreements or statutes.

15. REFERENCES

- a) Employment references must be completed and documented prior to issuing any offers of employment (verbal or written). Final employment is subject to receipt of satisfactory screening, police record check and employment reference check. Employment reference checks are to be conducted and will involve contact with at least two previous employers if an external applicant.
- b) The reference check should confirm enough information, taken from the application or the interview, to judge if the applicant has given honest responses. Also obtain information on training received, work performance, and whether the person would be considered for rehire.
- c) Place the completed reference checks in the applicant's file.

16. HIRING OF RELATIVES

- a) This policy provides guidelines for the hiring of relatives.
- b) "Relative" is defined as an employee's spouse, child, brother, sister, or parent. "Senior staff" is defined as a Director or Supervisor/Manager.
- c) No relative of a senior staff member will be hired to work in the same department as the senior staff member or in an area where they would be supervised by a senior staff member related to them. Generally, no relatives will be employed in an area where they would be supervised by an employee related to them.

6.6. Cobequid Housing Authority Board of Directors (2987)

Moved By: Deputy Mayor Terry Rhindress

Seconded By: Councillor Frank Balcom

That Council submit Esther Boyd's name to the Minister of Community Services for consideration as the Town of Amherst representative on the Cobequid Housing Authority Board of Directors for a three-year term

Motion Carried

6.7. Clean Water & Waste Water Fund Application (3352)

Moved By: Councillor Lisa Emery

Seconded By: Deputy Mayor Terry Rhindress

That Council approve the following resolution identifying the Town's top priorities and submit CWWF applications for the replacement of the water storage tank, the rehabilitation of East Victoria Street and the Station Street storm water separation project:

Whereas the federal government has issued a call for applications for the Clean Water and Wastewater Fund (CWWF); and

Whereas eligible investment areas of the CWWF are targeted at meeting immediate clean water and wastewater projects that will also foster economic growth and support a cleaner and healthier environment for communities; and

Whereas eligible investments include:

- Capital projects for the rehabilitation of water treatment and distribution systems, and wastewater and storm water collection, conveyance and treatment systems;**
- Separation of existing combined sewers and/or combined sewer overflow control;**
- Initiatives that support system optimization and improved asset management including studies and pilot projects related to innovative and transformative technologies; and**

Whereas the projects identified for application under the CWWF would not otherwise have been undertaken in 2016-17 or 2017-18 without federal funding;

Therefore be it resolved that Council identify the following three projects as the Town of Amherst top priorities and make application to the Clean Water and Waste Water Fund:

- 1) Replacement of existing water storage tank and install pressure reducing apparatus where required at a cost of \$7,700,000;
- 2) East Victoria Street Rehabilitation to replace the 100 year old sewer line and 100 year old water line and eliminate significant storm water infiltration at a cost of \$2,200,000;
- 3) Station Street storm water infiltration project to install storm sewer lines and catch basins between Victoria Street and Dickey Brook in order to separate the storm and sanitary sewer systems at a cost of \$1,650,000.

Motion Carried

6.8. Tender - Hickman Street Sidewalk (3353)

Moved By: Councillor George Baker

Seconded By: Councillor Lisa Emery

That Council the award Tender T-016-17 to rehabilitate the sidewalk on Hickman Street to Costin Paving & Contracting Limited, in the amount of \$178,561, plus HST

Motion Carried

6.9. L A Animal Shelter - Financial Support

Moved By: Councillor Frank Balcom

Seconded By: Deputy Mayor Terry Rhindress

That Council approve the annual \$10,000 funding support as set out in the Memorandum of Understanding between the Town and the L A Animal Shelter, plus a one-time \$2,000 grant to the Shelter for the 2016-17 fiscal year

Motion Carried

7. INFORMATION / DISCUSSION ITEMS

7.1. Items from 2016 FCM Conference

Mayor Small reviewed all the items from the 2016 FCM Conference, from 7.1.1 through 7.1.6.

Moved By: Councillor Frank Balcom

Seconded By: Deputy Mayor Terry Rhindress

That staff be directed to look into the issues identified at the FCM Conference and report back to Council on the opportunities, including: Fire Marque Inc, Roll Out Rink, SeeClickFix

Motion Carried

7.2. Police Exemplary Service Awards

Councillor Emery and Chief Naylor attended the Police Exemplary Service Awards in Halifax which saw Deputy Chief Pike for 20 years of service and Staff Sgt. White for 40 years of service.

8. INTERNAL COMMITTEE REPORTS

8.1. Planning Advisory Committee

Councillor Emery reviewed the Planning Advisory Committee report included in the agenda. No follow up action or direction given.

8.2. Amherst Youth Town Council

Youth Councillor Austin Coates reviewed the Amherst Youth Town Council report included in the agenda. No follow up action or direction given.

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9. EXTERNAL COMMITTEE REPORTS

9.1. Cumberland Public Libraries

Councillor Balcom reviewed the Cumberland Public Libraries Board report included in the agenda. No follow up action or direction given.

9.2. Cumberland YMCA (verbal report)

Councillor Bird was not present; there was no report.

9.3. Cumberland Joint Services Management Authority

Deputy Mayor Rhindress reviewed the Cumberland Joint Services Management Authority report included in the agenda. No follow up action or direction given.

9.4. Northern Region Solid Waste Committee

Councillor Baker reviewed the Northern Region report included in the agenda. No follow up action or direction given.

10. ADJOURNMENT

Moved By: Deputy Mayor Terry Rhindress

Seconded By: Councillor Lisa Emery

To adjourn at 8:05 PM

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

Robert Small
Mayor