

Town of Berwick Council Meeting

May 14, 2024

Town of Berwick Council Chambers

6:30 pm

AGENDA

1. Call to Order

2. Approval of the Agenda

3. Approval of the Minutes

- a. April 9, 2024 Council Minutes
- b. April 15, 2024 Special Council Minutes

4. Presentation

- a. Annapolis Valley Regional Library - Julia Merritt, CAO

5. Second Reading/Passing

- a. 106 Commercial Street

6. New Business

- a. RFD015-2024 – Active Living Strategy
- b. RFD017-2024 – Operating Line of credit for AREA
- c. RFD018-2024 - Paving Tender Award

7. Correspondence

8. Mayor's Report

9. In-Camera

- a. RFD019-2024 - Committees of Council – Citizen applications

10. Adjournment

Annapolis
Valley
Regional
Library

2023-24 Update



2023-24 In Review

- Same Page usage grew over 20% - AVRL borrowed over 157,000 items
- Over 4,000 new memberships: 1 in 5 residents in Annapolis Valley is an active user
- Total of 5% increase overall in library usage



Funding Review Update

- Library Funding Review Committee has been formed to provide recommendations to government for the next funding model; first meeting April 2024
- Committee composed of library CEOs, board members, municipal representatives, and provincial government staff from CCTH and Department of Municipal Affairs and Housing
- Goal of March 2025 for recommendation to government; research being conducted on salaries, collections, and technology
- Anticipate further consultation with municipalities Fall 2024

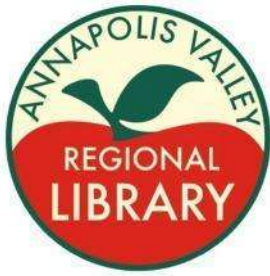


RENEW
YOUR
CURIOSITY

TRANSIT 250

Are you following us?
www.valleylibrary.ca

Thank you!



Annapolis Valley Regional Library

P.O. Box 510 236 Commercial Street Berwick, NS B0P 1E0

Phone 1-866-922-0229

www.valleylibrary.ca email: administration@valleylibrary.ca

The Honourable Allan MacMaster
Minister of Communities, Culture, Tourism and Heritage
1741 Brunswick St., 3rd Floor
P.O. Box 456, STN Central
Halifax, NS B3J 2R5
Sent via email: MIN_CCTH@novascotia.ca

March 28, 2024

Dear Minister MacMaster,

Thank you for your letter of January 15, 2024. We are writing to answer the questions that you had outlined in that letter, and would be happy to provide additional information.

In 2023-24, AVRL received Bridge Funding of \$58,500, which was extremely helpful. This grant was used to help fund a balanced budget that included:

1. 2% cost-of-living adjustment for salaries
2. Increases to liability insurance and extended health care benefits
3. Same Page software and shipping costs

However, the 2023-24 budget soon proved to be unequal to the major challenges associated with staff recruitment and retention. Our areas of challenge are:

1. Turnover: 38% of permanent staff positions have turned over from 2022-2024, which has resulted in significant lack of capacity
2. Low wages: have resulted in a lack of candidates and poor retention
3. Casual staff: usage has increased exponentially to augment the lean staffing model

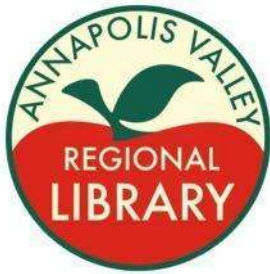
Further, AVRL staff have unionized and the first collective agreement was ratified in October 2023. To retain a competent workforce and avoid service disruption through strike or other labour action, the AVRL Board was willing to use its financial reserves, and has authorized deficit budgets for those years.

As a result of staffing shortages, and to reduce the deficit, in 2023-24 we have cut:

1. Programs: 50% reduction; only core literacy and technology programs continuing.
2. Staff: positions are being gapped where possible, especially management/non-union.
3. Special projects: with fewer staff we cannot advance the library's role in community.

The budget for collections was reduced in 2021 to be able to participate in the Same Page consortium, so these funds have not been further reduced.

Due to these changes, the previously forecasted deficit of over \$100,000 for 2023-24 is now estimated to be close to zero.



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In 2024-25, these reductions will continue. Based on the current funding formula, we anticipate that the 2024-25 Bridge Funding amount for AVRL will be roughly \$90,000. We are very appreciative of this assistance and we thank you for your efforts to secure this additional funding. The budget shortfall for 2024-25 including Bridge funding and service/staff reductions is currently estimated at \$150,000 (previous estimate \$250,000).

Taken together, these measures will allow us to maintain regular operating hours through 2024-25. Forecasting beyond that point is not possible as the collective agreement expires on March 31, 2025.

For these reasons, AVRL is eager to begin the funding review process with the Ministry and CORL. AVRL's CEO, Julia Merritt, is deeply involved in working with Council of Regional Librarians subcommittee to research salary rates. She will also be participating on the Funding Review Committee. Lastly, the Library Development Fund's grant to AVRL this year will permit a community consultation project in late 2024, which will provide updated information regarding community needs as well as satisfaction levels. We look forward to being able to contribute time and data to the ongoing efforts to plan for the future success of Nova Scotia's public libraries.

Again, we thank the Ministry for its ongoing support of public libraries in Nova Scotia and we look forward to working together during the budget review process.

Yours Sincerely,

Janet Ness, Board Chair

CC: Mr. Keith Irving, MLA for Kings South

Mr. Carmen Kerr, MLA for Annapolis

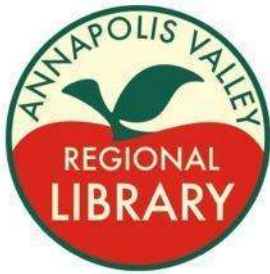
Mr. John Lohr, MLA for Kings North

Mr. Chris Palmer, MLA for Kings West

Ms. Melissa Sheehy-Richard, MLA for Hants West

Stephanie Smith, Executive Director, Archives, Libraries and Museums, Dept of Communities, Culture, Tourism and Heritage

Lynn Somers, Director, Nova Scotia Provincial Library, Dept of Communities, Culture, Tourism and Heritage



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Background Figures

2022-23		Notes
# of positions vacated	12	Not including casual staff
% of total workforce turnover	25%	
% of staff making \$16-18/hr	9%	Living wage for Ann. Valley 2022-23 is \$22.40
% of staff making \$18-20/hr	44%	73% of total staff make below a living wage
% of staff making \$20-22/hr	20%	

2023-24		Notes
# of positions vacated	6	Not including casual staff
% of total workforce turnover	13%	
Increase in use of Casual staff	700%	Compared to 2022-23
Salary increase	\$1/hour	Negotiated with NSUPE; living wage \$25.40
Forecasted Deficit	\$100,000	March 2024: now estimating near \$0 deficit

2024-25		Notes
Salary increase	\$1/hour	Negotiated with NSUPE
Forecasted Deficit	\$150,000	Reduced from original estimate of \$250,000



ANNAPOLIS VALLEY REGIONAL LIBRARY

ANNUAL REPORT 2023-2024

Updates from the CEO and Board Chair

2023-24 was another busy year at the library! The past two years have been filled with major staffing changes - many of our dedicated staff have retired, and new staff are learning the ropes.

Despite all the internal changes, library services were full steam ahead. There was a 5% increase overall in library usage compared to 2022-23, and we continue to grow beyond pre-pandemic heights.

Later in 2024, we are looking forward to rejuvenating the Library's strategic plan after engaging our communities in consultation. We can't wait to hear where our communities want to take their libraries next!



Julia Merritt, Chief Executive Officer

January 2024 marks the 75th Anniversary of the creation of The Annapolis Valley Regional Library (AVRL) as the first regional public library in Nova Scotia. From its inception, AVRL has been innovative and forward-thinking, starting with having the first bookmobile in Canada! Understanding and responding to social, economic, and cultural changes that the citizens and patrons of Public Libraries value and support has been key to successful operation over 75 years. 2023-2024 has been a transformative year for AVRL, as it positions itself to address the new and emerging needs for the next 75 years.

In January 2023, AVRL welcomed Julia Merritt as our new CEO and leader of a new management team following the retirements of long-term employees with over 150 years of collective service to the AVRL. As with many organizations facing new challenges post-Covid, Julia looked ahead to the opportunities that re-organization presents, and has guided AVRL forward with the promise of many more years of public library service to the residents and patrons of our 11 branches from Annapolis County to Windsor-West Hants County.

Janet Ness, Chair

NEW USERS

4,683



ACTIVE USERS

24,037

TOTAL PROGRAMS

1,989



PROGRAM ATTENDANCE

14,498



ANNAPOLIS VALLEY REGIONAL LIBRARY

ANNUAL REPORT 2023-2024



Highlights

- The Same Page partnership with the 8 rural libraries in Nova Scotia continues to be a resounding success in its second year. AVRL users borrowed over 157,000 items - 20% more than 2022-23!
- Over 4,000 new memberships were issued, which means 1 in 5 residents in Annapolis Valley is actively using their library card.
- The Lawrencetown branch began piloting changes to its hours, eliminating the dinner-hour closure to provide uninterrupted service for the public.
- AVRL celebrated the generous bequest of the late Mr. Donald Evans, who donated over \$1.2 million for the long-term benefit of the Annapolis Royal branch.

DIGITAL ITEMS BORROWED

108,311

TOTAL ITEMS BORROWED

800,152

PUBLIC COMPUTER ACCESS (HOURS)

21,689

WIRELESS USAGE (HOURS)

282,269

REQUEST FOR DECISION

RFD015-2024: Approval of Active Living Strategy



To: Town Council
From: Manager of Community Development
Date: May 14th, 2024
Subject: Approval of Active Living Strategy

References/Attachments

- Active Living Strategy

Legislation

N/A

Recommendation

That Council approve and support the Town of Berwick's Active Living Strategy 2023 to 2028.

Background

Originally presented and adopted by Council in 2017, the Active Living Strategy has guided and supported the work of the Town of Berwick Active Living Coordinator by creating positive change through physical activity in our community. As part of the provincial Municipal Physical Activity Leadership program, the strategy is reviewed and updated on a five-year cycle in order to ensure actions are relevant and impactful.

Nearly a year ago the process of reviewing the strategy began. Initial stages of community consultation included phone surveys, focus groups and online surveys. In addition to this, updates were presented to the Community Development Committee as well as to the Western Kings Memorial Health Society. With the gathered information, the strategy was updated, highlighting goals and actions most relevant to today's residents and community findings. The new strategy was then presented to the Province of Nova Scotia, receiving final approval in April. Following provincial support, the document was then presented to Council for feedback during the Committee of the Whole meeting on May 16th.

Financial Implications

Projects highlighted in the strategy have been presented in the budget for both this year and in years to come, as previously discussed and approved during the budget process. There are no other anticipated expenditures.

REQUEST FOR DECISION
RFD015-2024: Approval of Active
Living Strategy



Priority Alignment

Check Applicable	Strategic Priority Area	Comments
X	Economic	
X	Environmental	
X	Social	
X	Cultural	

Alternatives

Council may propose amendments to the strategy as presented.

Community Engagement/Communication

Once approved, the document will be shared with our community via social media avenues, our website, and through the next launch of our community newsletter.

CAO Comments

I support the recommendation.

CAO Initials: JB

Target Decision Date: May 14, 2024



Active Living Strategy

2023-2028

Presented to the Town of Berwick

January 16, 2024

Authored by: Jordan Hebb

EXECUTIVE SUMMARY

Municipalities have the legitimacy and credibility to bring community partners together to identify multiple strategies for tackling inactivity. Planning for an active community requires a high degree of collaboration between government, non-government, and business sectors in a wide-variety of disciplines, at the local, provincial, and national level. This strategy examines the Town of Berwick and its long-term plan to increase activity levels for the entire community.

In 2014 The Town of Berwick partnered with the Department of Communities, Culture Tourism and Heritage (CCTH) and the Western Kings Memorial Health Society (WKMHS) to create the Active Living Coordinator position.

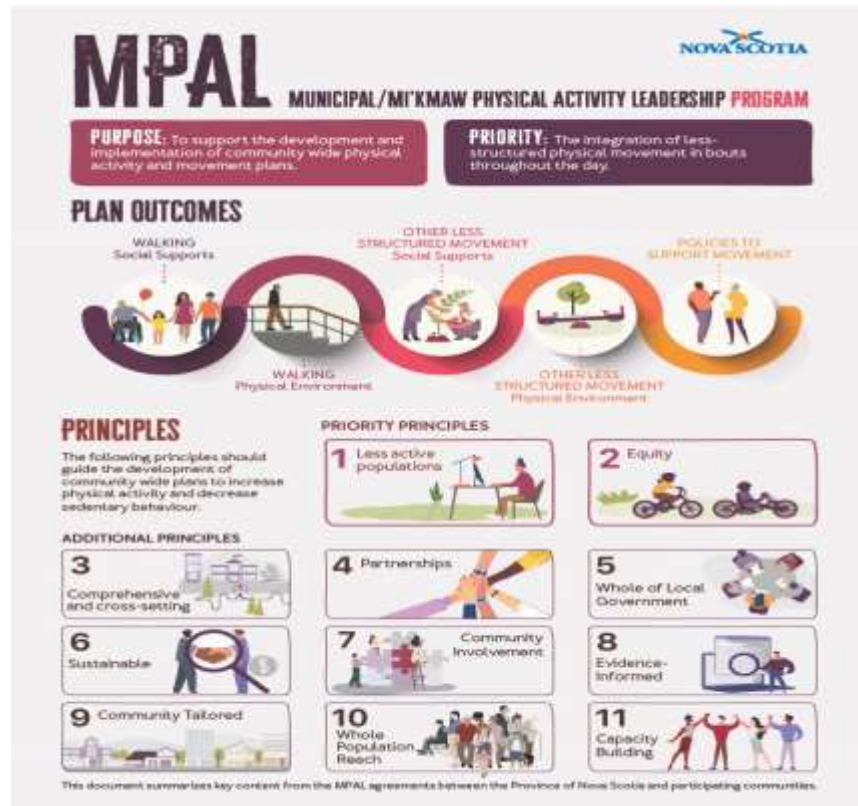
Several forms of local research were completed including focus groups, online and telephone surveys and reviews of both local and provincial plans and strategies. Statistics aligned with what the province indicated; we are facing an inactivity crisis. By aligning our strategic goals with the needs of our community, and by working together, we can work toward the common goal of increasing physical activity levels in the Town of Berwick.

Through a combination of research, strategic review and research into provincial and town plans, the Town of Berwick will support five goals to increase physical activity levels in their community. These goals focus on communication, supportive active transportation environments, providing targeted and underserved populations with accessible physical activity opportunities, encouraging everyday movement for all, building capacity and leadership in our community and increasing the built environment.

In order to achieve these goals actions will be shaped around the Socio-Ecological Model. This approach focuses on targeting four areas of influence to effectively impact a population. The following four levels; individual, social environment, physical environment and policy are broken down into actions that work towards achieving our six goals. The priority of the Active Living Coordinator will be to align their work with the goals and actions of this strategy and report yearly progress to the CCTH, the WKMHS and the Town of Berwick.

BACKGROUND & OVERVIEW

What is the MPAL (Municipal Physical Activity Leadership) Program?



The Strategy

The role of the Active Living Coordinator is to complete a comprehensive strategy to raise awareness and increase participation in physical activity, active transportation and overall daily movement. The strategy outlines not only municipal and provincial needs and priorities. By gathering and reviewing participation trends, community assets, and consultation results, the Active Living Coordinator shapes information into goals and actions for the community. The strategy is not only a MPAL responsibility but instead a municipal and community responsibility.

The strategy also links other Town of Berwick municipal plans and strategies such as the Trails Strategy and the Accessibility Plan. With an annual review process, the Active Living Coordinator will be responsible for using this strategy as a guide to shape their work throughout the year. After the conclusion of the five-year action plan, the strategy will be reviewed, community consultations, provincial guidelines and trends will be accessed and the strategy will change to reflect the gathered information.

WHAT IS PHYSICAL ACTIVITY?



Physical activity is defined as, “any bodily movement produced by skeletal muscles that requires energy expenditure. Physical activity refers to all movement including during leisure time, for transport to get to and from places, or as part of a person’s work. Both moderate- and vigorous-intensity physical activity improve health.

Leisure-time activity

Physical activity done outside of work or school time; such as active recreation, active play, deliberate exercise, fitness training, strength training, dance, individual and team sport for leisure or competition.



Occupational or School Based Activity

Physical exercise during the course of an individual’s occupation or while at school. Examples are physical education classes, team sports, physical work such as lifting objects, walking about or climbing stairs.



Home Setting Activity

Physical activity carried out as part of housework or gardening activity such as vacuuming, moving furniture, raking leaves, climbing stairs, or shoveling snow.



Active Transportation

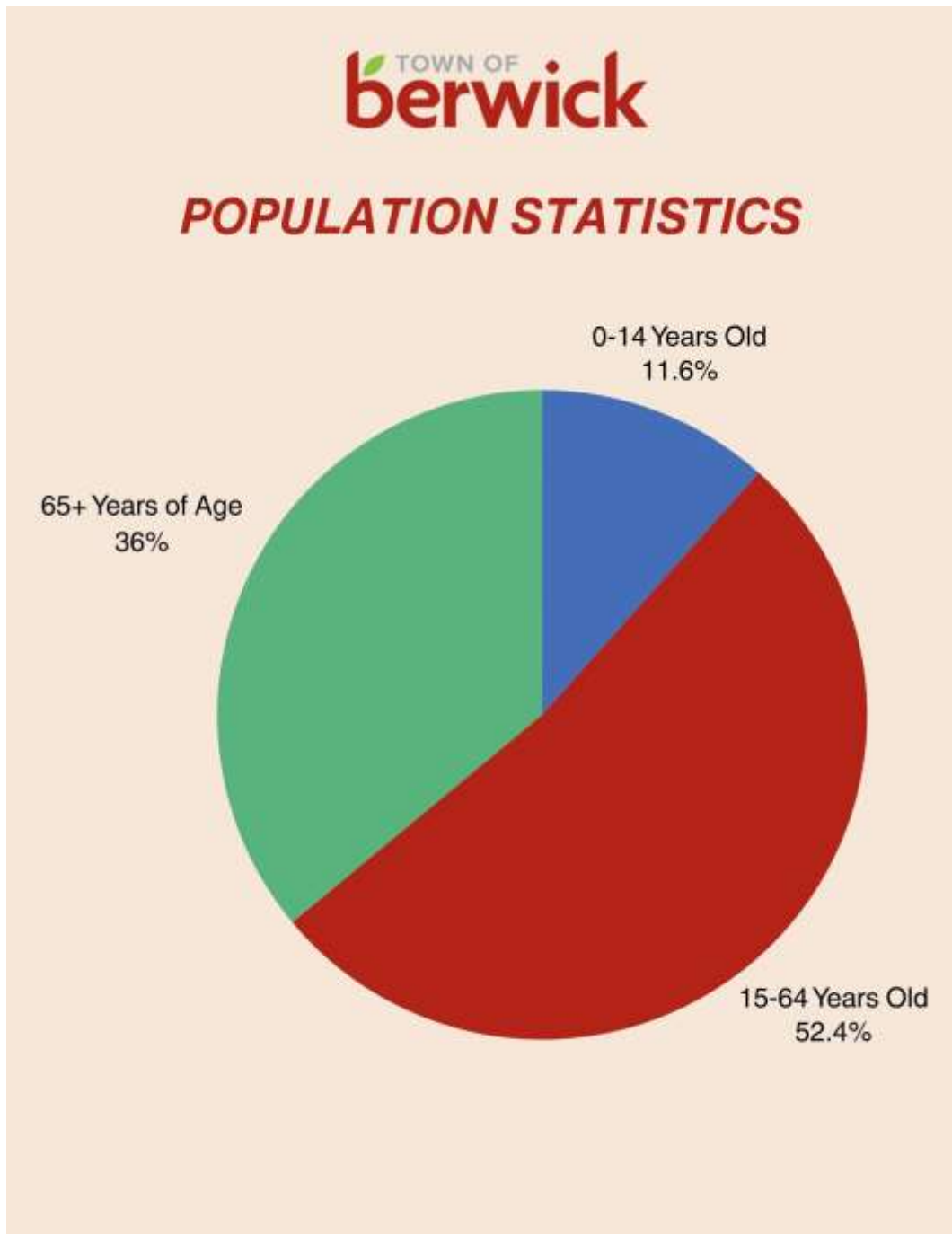
Human powered physical activity as a means of travel from one place to another such as walking, cycling, in-line skating, or skateboarding.



WHERE ARE WE NOW?

Community Profile

Berwick is famously known for its pride in the apple industry. Known as “The Apple Capital of Nova Scotia”, the ever important Apple industry served as a major economic force in Berwick’s development in the early 1900’s. The population is growing and with a 6.80 square kilometer radius our community provides the ideal environment for an active transportation (AT) friendly community. As stated in the 2012 Municipal Planning Strategy, Berwick prides itself as a vibrant and dynamic Town with a strong sense of community, a history of stable and prosperous growth and a belief in and a strong commitment to its future.



Provincial statistics concerning the number of *children and youth* who are meeting the standard recommended 60 minutes of daily physical activity for five days of the week are alarming. According to Stats Canada around 40% of children in Canada are currently meeting the physical activity target between ages 5-17.

Two methods of research were used to gather information in our community relative to children and youth which saw input from around 130 students;

1. A self-reported survey of students from our After School Program (grades P-5)
2. Group discussions/survey with grade 6-8 classes in Berwick District School to gather an idea of how active the teen demographic is, how they choose to be active, and how they would like to be more active in the future.

Key Findings : Youth Survey's

75% of Youth surveyed felt they were active at least 4 days a week through sport, recreation programs, gym class or unstructured movement and activity at home.



The top activities amongst the surveyed youth were: Organized sport (Basketball, baseball, soccer, hockey), Swimming, and Biking.





• The top items on their activity wish list were: Drop in/pop up programs (Laser Tag, capture the flag in the park etc.), Improved infrastructure (full sized outdoor basketball court, outdoor rink in the winter, gaga ball pit), and Facility Access more specifically free skates at the Kings Mutual Century Centre.



Research for *persons ages 18 and over* in our community was more extensive. A citizen survey collected data from 253 Berwick residents. Key findings and recommendations from the Citizen Survey were as followed:

Key Findings : Adult Survey's

- The main activity of interest to the adult population was walking and received the second highest percentage for what people wish they could participate in more. Distant second and third to walking were physically active household tasks and bicycling respectively. 
- Nearly 25% of respondents indicated they would like to participate in fitness programs more often, however they face barriers with fitness center/fitness class hours, financial barriers, time constraints etc. 
- The highest rated barriers to being physically active were: lack of time, a lack of programs of interest, not having anyone to be active with, and not being aware of current opportunities. 
- Opportunities to encourage greater participation in physical activity included drop-in recreational and sport activities as well as female specific opportunities. 

WHERE DO WE WANT TO Be?

Five goals were formed that best represented provincial physical activity goals and the data collected from the Town of Berwick citizens survey:

Redefining Movement

Create an effective form of communication to raise awareness of physical activity opportunities in the community.

Increase opportunities for populations that face constraints to be physically active with special attention to seniors, youth, females, persons living with a disability.

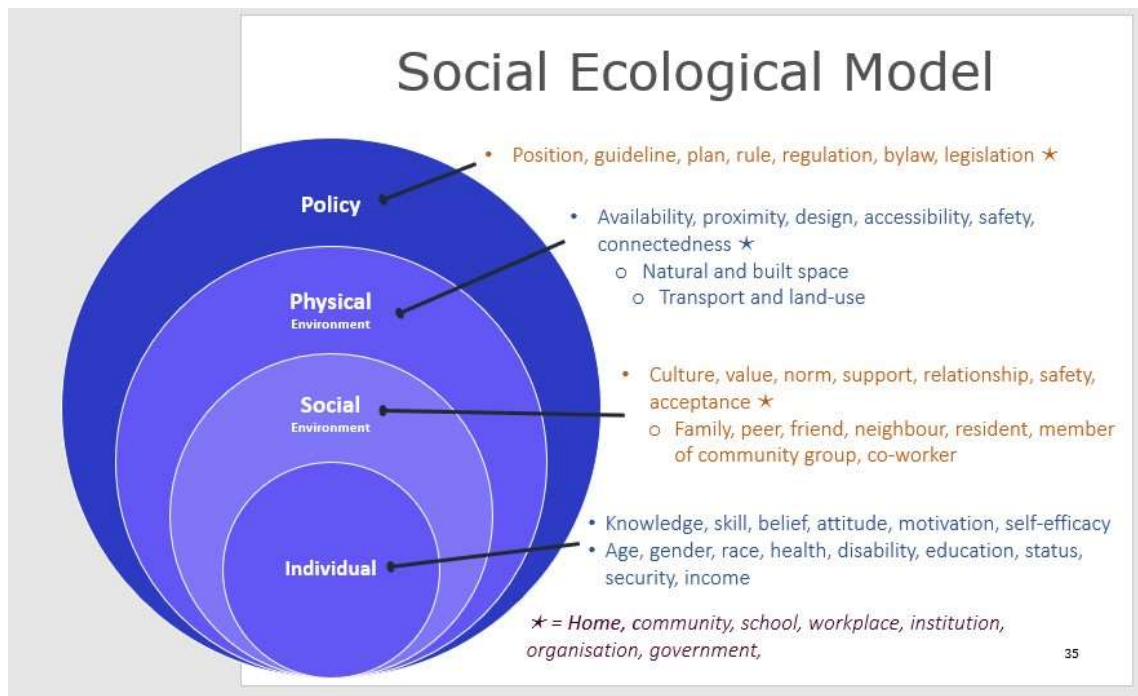
Build capacity/leadership to improve and increase physically active opportunities.

Provide accessible and safe routes and spaces for active transportation and recreational purposes.

How Do We Get There?

It is important to remember that it is difficult for one organization to increase physical activity and daily movement on its own; it will be a collaborative effort requiring partnerships from many sectors. The Action Plan is based around the socio-ecological model of Individual, social environment, physical environment and policy.

The following chart breaks down the Social Ecological Model:



Action Plan

The following is a breakdown of actions created to accomplishing our five goals. As indicated earlier, the physical inactivity crisis will not be solved by one group. It is going to take a community effort for a difference to be made.

INDIVIDUAL

The actions below are designed for the individual and include ideas around educating the public, developing mentoring programs and communication strategies.

Actions	Leads & Partnerships	Start Date
<i>Develop a communication plan for effective marketing of physical activity opportunities in Berwick</i>	<i>Berwick Recreation, Local Radio Stations (AVR, REWIND etc.) Social media (Berwick Facebook, Instagram, Twitter),</i>	<i>2023</i>
<i>Increase knowledge around benefits of daily movement and physical activity</i>	<i>Town of Berwick</i>	<i>2023</i>
<i>Increase the Equipment Loan Program</i>	<i>Berwick Recreation, Evangeline Club, After School Program</i>	<i>2023-2028</i>
<i>Develop Trails and Pathways document</i>	<i>Berwick Recreation, Public Works</i>	<i>2023</i>
<i>Create a list of yearly grant opportunities and share information to local groups/organizations</i>	<i>Berwick Recreation, Evangeline Club, Berwick and District School</i>	<i>Ongoing</i>
<i>Host and build leadership capacity for outdoor play.</i>	<i>Local Schools, Daycares, Berwick Recreation, Public Works, Western Kings Memorial Health Society</i>	<i>Ongoing</i>
<i>Increase volunteerism and community champions</i>	<i>Town of Berwick, Weekly Walks, Community Gardens, Valley Wildcats</i>	<i>2023</i>

SUPPORTIVE SOCIAL ENVIRONMENTS

Actions in this section are aimed at changing the social community to promote community education, peer programs and social marketing campaigns.

Actions	Leads & Partnerships	Start Date
<i>Collaborate with the Valley Jr. A Wildcats on community engagement and programming</i>	<i>Valley Jr. A Wildcats, Berwick Recreation, Minor Hockey, Town of Berwick After School Program</i>	2023
<i>Provide physical activity opportunities targeted at young families Ex: Open Gym</i>	<i>Berwick Recreation, Annapolis Valley Regional Library (Berwick Branch), Berwick and District School</i>	Ongoing
<i>Partner with organizations to provide opportunities for underserved populations</i>	<i>Evangeline Club, Open Arms, Group Homes, Grand View Manor, Schools Plus, Family Resource Centre</i>	Ongoing
<i>Continue to support female physical activity opportunities to youth in the community.</i>	<i>Berwick and District School, Community Sport Development Coordinator, Camp Kindness</i>	Ongoing
<i>Promoting our Weekly Walk Groups</i>	<i>Town of Berwick, NS Walks</i>	2023-2028
<i>Host cultural events with physical activity opportunities included for community members to experience the diversity in our community</i>	<i>Town of Berwick, Meet your Growers, Berwick and District School</i>	2023-2028
<i>Ensure inclusion of physical activity components in Town Wide Events such as Winter Carnival, Easter, Halloween etc.</i>	<i>Berwick Recreation, Weekly Walks Group</i>	2023-2028
<i>Support Provincial initiatives and engage community in events such as Make your Move @ Work, NS Walks Day etc.</i>	<i>Town of Berwick, Berwick & District School, Local Businesses</i>	2023-2028
<i>Increase Leadership for the Community Gardens group</i>	<i>Berwick Community Gardens Group, Public Works, Berwick Recreation</i>	Ongoing

BUILT & NATURAL ENVIRONMENTS

The following actions are aimed at increasing, and managing, the built environment in the Town of Berwick.

Actions	Leads & Partnerships	Start Date
<i>Work on the development of Spicer Park as identified in the Berwick Multi-Generational Park Plan including (i.e. Trails, Natural Playground)</i>	<i>Public Works, Community Gardens Group, Berwick Recreation</i>	<i>Ongoing</i>
<i>Increase greenspace and opportunities for spontaneous outdoor free play by the creation of play spaces throughout the community allowing people to be active on their own time</i>	<i>Berwick Recreation, Public Works, Berwick & District School</i>	<i>Ongoing</i>
<i>Create an AT friendly community by providing supportive elements for safety including benches, bike repair stations etc.</i>	<i>Berwick Library Branch, Berwick Recreation, Public Works</i>	<i>Ongoing</i>
<i>Ensure sidewalks are safe during all seasons for walking with priority to main sidewalks.</i>	<i>Public Works</i>	<i>Ongoing</i>
<i>Collaborate with Cycle NS to develop recommended AT projects in Berwick.</i>	<i>Public Works, Town of Berwick, Bicycle Nova Scotia, Berwick & District School, Accessibility Committee</i>	<i>2024</i>
<i>Promotion of the Indoor Walking Track. (Develop Indoor Walking Group)</i>		<i>2023-2028</i>
<i>Implementation of the Berwick Multi-Generational Park Plan</i>	<i>Town of Berwick, Department of Communities Culture Tourism & Heritage, Public Works</i>	<i>Ongoing</i>
<i>Foster a positive relationship with the Kings Mutual Century Centre and increase opportunities for accessible physical activity Ex: Make your Move signage</i>	<i>Berwick & District Community Association, Manager Kings Mutual Century Centre, CCH Facility Access</i>	<i>Ongoing</i>

POLICY & PLANNING

The following actions can be aimed at targeting the policy level of the socio– ecological model.

Actions	Leads & Partnerships	Start Date
<i>Share Healthy Food Environment Policy with local facilities and encourage groups to follow</i>	<i>Public Health, Berwick Community Health Board, WKMHS, Town of Berwick</i>	<i>Ongoing</i>
<i>Develop a funding model to support inclusive opportunities to physical activity in the community i.e. Pay what you can, payment plans, applications for waiving payment, bring a buddy option</i>	<i>Town of Berwick, Berwick Town Council</i>	<i>Ongoing</i>
<i>Develop an evaluation/feedback tool for recreation programs and recreation staff</i>	<i>Berwick Recreation</i>	<i>2023</i>
<i>Develop a communication plan for effective marketing of physical activity opportunities in Berwick</i>	<i>Berwick Recreation, Local Radio Stations (AVR, REWIND etc.) Social media (Berwick Facebook, Instagram, Twitter), Communications Staff</i>	<i>2023</i>
<i>Partnering with Bicycle Nova Scotia to create a 'CORE AT PLAN" to use as suggestions and a tool for future active transportation projects within Berwick</i>	<i>Town of Berwick Staff & Council, Bicycle Nova Scotia, Weekly Walks, Berwick Trails Committee, Berwick Accessibility Committee</i>	<i>2023-2024</i>

Monitoring

The priority of the Active Living Coordinator will be to align their work with the goals of this strategy. Evaluation reports are required on a yearly basis for the Department of Communities, Culture, Tourism and Heritage. Upon completion of this report, the Active Living Coordinator will also be responsible for reporting to their supervisor, and the Town, to describe the progress of the strategy.

The strategy is meant to be a working document and new actions will be added as the Town of Berwick, and the physical activity field evolve.

APPENDIX 1: Methods of Data Collection

Focus Groups & Surveys:

- *Berwick After School Program (Grades P-6, 2022)*
- *Evangeline Club Open House (2023)*
- *Berwick & District School (Grade 5-8 Classrooms 2023)*
- *Citizen Survey (100 Phone surveys, 18+, 2021)*
- *Online Survey (2023, 253 Responses)*
- *Weekly Walks Tuesday/Friday and Saturday Groups (2023)*
-

Related Town Strategies & Documents:

- *Municipal Planning Strategy (MPS)*
- *Integrated Community Sustainability Plan (ICSP)*
- *Trails Strategy (2020)*
- *Town of Berwick Public Open Space Strategy Initiative (2021)*
- *Town of Berwick Recreation Services Strategic Direction Report (2012)*
- *Town of Berwick Accessibility Plan (2022)*
- *Town of Berwick Active Living Strategy (2017 version)*

Noted Provincial Strategies & Documents

- *Shared Strategy for Advancing Recreation in Nova Scotia (2018)*
- *Let's Get Moving Nova Scotia*
- *Position statement on active outdoor play (2015)*
- *The ParticipACTION Report Card on Physical Activity for Children and Youth/Adults (2022)*
- *Canadian Society of Exercise Physiologists 24 Hour Movement Guidelines*
- *Municipal Physical Activity Leader Agreement*

APPENDIX 2: Physical Activity Definitions

Definitions:

Moderate-Intensity Physical Activity: *Requires a moderate amount of effort and noticeably accelerates the heart rate.*

Examples: Active involvement in games and sports with children/walking domestic animals, Brisk Walking, Carrying/Moving moderate loads (<20kg), Dancing, Gardening, General building tasks (e.g. Roofing, thatching, painting), Housework and domestic chores, Traditional hunting and gathering

Vigorous-Intensity Physical Activity: *Requires a large amount of effort and causes rapid breathing and a substantial increase of heart rate.*

Examples: Aerobics, Carrying/moving heavy loads (>20kg), Competitive sports and games (e.g. Traditional games, Football, Volleyball, Hockey, Basketball), Fast cycling, Fast swimming, Heavy shoveling or digging ditches, Running, Walking/climbing briskly up a hill

Incidental Physical Activity: *Yard work, laundry, vacuuming, gardening and other day to day household tasks.*

APPENDIX 3: How Much Physical Activity?

The Canadian Society for Exercise and Physiology (CSEP) released updated evidence-based guidelines on recommended amounts of daily movement for all age groups. Although the following indicates levels of movement for health benefits, it is important to remember that any amount of movement or physical activity is beneficial and will increase our overall well-being.

Children (Ages 0-4): Infants should be active several times a day, more specifically through interactive floor-based play. Children 1-4 years of age should spend 180 minutes a day participating in various forms of physical activity, from moderate to vigorous.

Children and Youth (5-17): Children between 5-17 years of age should participate on average 60 minutes of moderate to vigorous physical activity a day. Should incorporate activities that strengthen bones and muscles at least 3 days a week.

Adults (18-64): Adults between the ages of 18-64 should participate in 150-300 minutes per week of moderate to vigorous physical activity. It is recommended that adults in this age range do muscle strengthening activities at least twice a week.

Older Adults (65): To achieve health benefits and improve functional abilities, adults aged 65 years and older should accumulate at least 150 minutes of moderate - to vigorous - intensity aerobic physical activity per week. Older adults should do a varied amount of physical activity that puts an emphasis on functional balance and strength.

Children and Adolescents Living with Disabilities: Children and adolescents living with a disability should aim for 60 minutes of activity a day. Should incorporate moderate-vigorous aerobic and muscle and strength training activities.

Adults Living with Disabilities: 150-300 minutes of moderate intensity physical activity throughout a week. They should incorporate muscle strengthening activities at least twice a week. If a person's disability forces them to be seated such as being in a wheelchair, they should find upper body led activities and or wheelchair specific sport/activities.

APPENDIX 4: Community Recreation and Sport Group Contacts

Community Recreation and Sports Groups Contacts: As of March 1st, 2024

Group	Contact Name	Contact Information
After School Program	Jordan Hebb	(902) 538-8068 jhebb@berwick.ca
Annapolis Valley Regional Library- Berwick Branch	Barbara Lipp	(902) 538-8060 blipp@valleylibrary.ca
Berwick Area Minor Baseball Association		berwickbobcats@gmail.com
Berwick Baptist Church	Andrew Conrad (Senior Pastor)	(902) 538-3729 berwickbaptist@gmail.com
Berwick & District Lions Club	Janet Donohue	(902) 538-3378 janet.donohue@ns.sympatico.ca
Berwick & District Ringette Association	Marlene Connell	marlene.connell52@gmail.com (902) 670-3175
Berwick and District School		(902) 538-4720 BDS@avrce.ca
Berwick & District Volunteer Fire Department	Denise Francis	(902) 538-3661 secretary@berwickfire.com
Berwick Curling Club		(902) 538-9149 info@berwickcurlingclub.com
Berwick Heights Golf Course	Dave Wilson (Superintendent)	(902) 847-9000 info@berwickheightsgolf.com
Berwick Summer Day Camp	Jordan Hebb	(902) 538-8068 (Ext 4019) jhebb@berwick.ca
Berwick United Church	Rev. Tom Woods	tomwoods188@gmail.com 902-538-9251 (church office)
Berwick Camp (United Church Camp Meeting Association)		secretaryberwickcamp@gmail.com
Centennial Park	Natalie Palmer	(902) 538-8068 (Ext 8616) npalmer@berwick.ca
Christ Church (Anglican)		(902) 538 9371 (Rectory) parishesofaylesfordberwick@gmail.com
Evangeline Club	Sherri Bain	(902) 538-9349 evangelineclubberwick@gmail.com
Girl Guides		harvest.trail@girlguides.ns.ca
Indoor Walking Track	Bob Best	(902) 679-2031 info@kmccberwick.ca
Kings MinorBasketball	Tanya Berry	kmbagators@gmail.com
Kings Mutual Century Centre - "Apple Dome"	Bob Best	(902) 679-2031 info@kmccberwick.ca

Mooncoast Yoga	Cassie Doucette	(902) 300-9389 mooncoast@gmail.ca
Peter Connell Memorial Park	Natalie Palmer	(902) 538-8068 (Ext 8616) npalmer@berwick.ca
Playtime for Parents and Tots (Wednesday Playground)		(902) 538-8016
Rainforth Park	Natalie Palmer	(902) 538-8068 (Ext 8616) npalmer@berwick.ca
Rotary Club		berwickrotaryclub@gmail.com
Royal Canadian Legion Ortona Branch #69	Peter Rigby	(902) 538-9340 ortona69@eastlink.ca
Scouts Canada (2 nd Berwick)	Liz Chenier	lizchenier@ns.sympatico.ca
Somerset and District Soccer		(902) 804-0708 somersetsoccerns@gmail.com
Spicer Park	Natalie Palmer	(902) 538-8068 (Ext 8616) npalmer@berwick.ca
St Anthony's Catholic Church	John Roefs	902-538-3194 stanthony@ns.sympatico.ca
Tae Kwon Do	Greg Durling	(902) 825-9023 durlingstkd@gmail.com
Visitor Information Centre and Museum		(902) 538-9229 berwickvic@outlook.com
Volleyball/Badminton Court	Natalie Palmer	(902) 538-8068 (Ext 8616) npalmer@berwick.ca
Walk & Roll	Wendy Lee-Hamilton	(902) 542-0939 abrooker@countyofkings.ca
Waterville Pool	Shawn Fevens	sfevens@countyofkings.ca 902-690-6101
Wellness Ninjas (Personal Training)	Kayla Stuckless	(902) 321-1017 kayla@wellnessninjas.ca
Western Valley Minor Hockey Association	Janice Leary	communications@westernvalleyminorhockey.ca
Western Kings 4-H Club		nicole.martin@4hnovascotia.ca 902-305-7472
Wildcats Hockey	Kevin Hubert	902-538-3763 info@valleywildcats.com khubert@valleywildcats.com
Wild Roots Nature Education Centre	Marina Myra	902-538-1654 wildrootsnec@gmail.com

Sports Teams and Youth Programs in the SURROUNDING area	Point of Contact (if listed.)	CONTACTS
Abhaya Mixed Martial Arts (Windsor and Greenwich)		(902) 542-1666 info@abhaya.ca
Acadia Dance Community Club (Wolfville)		acadiadancecommunityclub@gmail.com
Annapolis Valley Badminton (NSCC Kingstec – Kentville)	Eric Sullivan	(902) 679-7444
Annapolis Valley Climbing Club		annapolisvalleyclimbingclub@gmail.com
Annapolis Valley Honour Choir (Wolfville)		coordinator@avhc.ca
Annapolis Valley Orienteering Club		ValleyOrienteering@outlook.com
Annapolis Valley Ultimate (Frisbee – Kentville)		annapolisultimate@gmail.com
Apple Valley Cross-fit (Kentville)		applevalleycrossfit@gmail.com (902) 698-3714
Avon Valley Lanes (Bowling – Windsor)		902-798-2102 avonvalleylanes@gmail.com
Aylesford Lake Yacht Club		aylesfordlakeyachtclub@gmail.com
Cadance Academy (New Minas, Kentville, Greenwich)		(902) 679-3616 info@cadanceacademy.ca
Dance ConXion (Kentville)		(902) 690-7685 danceconxion@gmail.com
Eagle Crest Golf Course (Centreville)	Ryan O'Rourke	902-679-3033 info@eaglecrestgolfcourse.com
Empire Athletics – Cheerleading / Gymnastics (Kentville & Windsor)		info@empireathletics.ca
Farmer's Golf – Hennigar's Farm Market (Greenwich)		info@hennigars.com (902) 542-3503
Greenwood Archery Club (CFB Greenwood)		greenwoodarchery14@gmail.com
Island Green Golf Club (Kentville)		(902) 678-7577
Kentville Pool		(902) 599-0965 summerrec@kentville.ca
KenWo Golf Club (New Minas)	Brandy Martin (Admin Assistant)	(902) 681-0678 (General Inquiries) (902) 681-5388 (Reservations)
Paragon Golf and Country Club (Kingston)	Dave MacMillan	(902) 765-3211 gm@paragongolf.ca
Precision Dance Company (Melvern Square)		precisiondanceinfo@gmail.com
Ski Martock (Windsor Forks)		(902) 798-9501 admin@martock.com
Storm Warning Paintball (Steam Mill)	Bruce Adams	(902) 680-2888 bruceadams2888@gmail.com

Valley Rugby Union (Port Williams & Windsor)		valleyrugbyunion@gmail.com
Valley Thunder Lacrosse	Sean Rogowsky	infovalleythunder@gmail.com
14 Wing Fitness & Sports Centre – Indoor & Outdoor Pools (CFB Greenwood)	Danielle Cormier (Aquatics Coordinator)	902-765-1494 ext 5564 danielle.cormier@forces.gc.ca
2444 Royal Canadian Army Cadets (Camp Aldershot – Kentville)	Capt. John Daborn	902-678-5920 Ext 2123 john.daborn@cadets.gc.ca
507 “F/Lt McLean” Royal Canadian Air Cadets (Kentville)		(902) 670-2280 507air@cadets.gc.ca
517 “F/Lt Graham” Royal Canadian Air Cadets (CFB Greenwood – Greenwood)		(902) 765-1494 517fltgraham@gmail.com
76 Royal Canadian Sea Cadet Corps – “Minas” (Fort Edward – Windsor)		(403) 880-1634 76sea@cadets.gc.ca
Community Support Groups		
Annapolis Valley Frugal Moms	Lisa Rose	902-599-4270 avfrugalmoms@gmail.com
AVRCE SchoolsPlus	Daisy Coleman	Office: 902-538-4726 Cell: 782-641-1131 daisy.coleman@avrce.ca
Aylesford Lions Club	Danny Herbert	902-847-5319 dannyherbert9135@gmail.com
Berwick Food Bank	John Roefs	(902) 538-1996 johnroefs1@gmail.com
Caregivers NS	Jeanine Wilson	902-680-8706 valley@caregiversns.org
Chris Palmer, MLA	Susie Bond Chris Palmer	902-375-2554 chrispalmermla@gmail.com
Coldbrook Lions Club	Wayne Little	902-538-8050 wlittle@xcountry.tv
Community Alcohol Partnership (CAP)	Daisy Dwyer	902-765-3902 dwyerdj@ns.sympatico.ca
Community Health Board	Heather Morse	902-698-0674 morseheather2@gmail.com
Guiding Hands Society	Tammie Smith Marina King	902-692-1632 guidinghandssociety@gmail.com
Homeless No More Initiative	Alishae Christie	902-599-2948 alishaechristie@gmail.com
Kings County Seniors Safety Society	Trishe Colman	902-670-0725 trishocolman@kingsseniorssaftey.org
Kingston and District Library	Sharon Morse Julia Rose Lynch	902-765-3631 kingston@valleylibrary.ca
Kingston/Greenwood Mental Health Association	Daisy J. Dwyer	902-765-3902 dwyerdj@ns.sympatico.ca
Kingston United Church	Joann Cory	902-765-0105 joanncory2019@gmail.com

<i>Kington Lions Club</i>	<i>Pat Nixon</i>	<i>902-765-2128 nixonpat@hotmail.com klionsclub@eastlink.ca</i>
<i>Kingston Pastoral Charge</i>	<i>Valerie Taylor</i>	<i>604-230-2184 valtaylor1984@gmail.com</i>
<i>Open Arms</i>	<i>Matthew Jennings</i>	<i>902-365-3665 openarms@openarms.ca sheltercoordinator@openarms.ca</i>
<i>Project Hope</i>	<i>Hannah Scott</i>	<i>902-517-2420 hannah.scott@novascotia.cmha.ca</i>
<i>Salvation Army (Bridgetown Community Church)</i>	<i>Justin Russell</i>	<i>902-665-4011 justin.russell@salvationarmy.ca</i>
<i>Stockings Were Hung</i>	<i>Donna Conrad</i>	<i>902-680-5062 donna@donnaconradteam.com</i>
<i>Torbrook United Church</i>	<i>Linda Winton</i>	<i>902-375-2314 lindawinton@gmail.com</i>
<i>Upper Room Food Bank</i>	<i>Sharon Hatt Harley Hazelwood</i>	<i>902-765-0303 (Referral from 211) upperroomfoodbk@hotmail.com rosewildrose@hotmail.com</i>
<i>Valley Community Learning Association</i>	<i>Brandon Stevens Peter Gills</i>	<i>902-679-5252 brandon.vcla@gmail.com, vcla.learning@gmail.com</i>
<i>Valley Connect Outreach Association</i>	<i>Lisa Bezanson John Andrew</i>	<i>902-599-2421 valleyconnectoutreach@gmail.com</i>
<i>Village of Kingston</i>	<i>Emily Harris</i>	<i>902-765-2800 eharris@kingstonnovascotia.ca</i>

Appendix 5: *Recreation Facilities/Spaces (Within Town of Berwick Limits)*

The Town of Berwick has many resources for the community to be physically active. Using any of the available facilities or spaces will contribute significantly to the activity levels of residents; with hopes at improving and adding to our resources yearly.

Site	Facilities
<i>Centennial Park</i>	<i>Gazebo, Riding Ring, Green Space, Outdoor Shuffleboard Courts (Summer)</i>
<i>Berwick Curling Club</i>	<i>3 Ice Surfaces</i>
<i>Berwick & District School</i>	<i>Playground, Green Gym Equipment and Gardens</i>
<i>Berwick Town Hall</i>	<i>Field & Outdoor (sand) Volleyball Court, Gymnasium, Garden Boxes, Community Play box (Summer)</i>
<i>Kings Mutual Century Centre</i>	<i>Arena, Berwick & District Lions Hall, Walking Track & Open Hallway Space, Fitness Centre</i>
<i>Peter Connell Memorial Park</i>	<i>Ball Park, Brown Street Connector Trail</i>
<i>Rainforth Park</i>	<i>Playground, Green Space, Ball Fields, Tennis Courts, Splashpad, Community Play box (Summer)</i>
<i>Apple Capital Heritage Trail</i>	<i>Cleared Multi-Use Path</i>
<i>Sidewalks</i>	<i>Throughout the town</i>
<i>Spicer Park</i>	<i>Playground (Including accessible equipment), Community Gardens, Community Play box (Summer)</i>

References:

Canadian Society for Exercise and Physiology Guidelines, 2023.

<https://csepguidelines.ca/>

Statistics Canada, 2021. Census Profile. Retrieved from:

<https://www12.statcan.gc.ca/census-recensement/2021/search-recherche/productresults-resultatsproduits-eng.cfm?LANG=E&GEOCODE=2021A00051207004>

Town of Berwick

<http://www.town.berwick.ns.ca/>

Healthy Eating in Youth and Children, 2012 Retrieved from:

<http://O-nsleg-edeposit.gov.ns.ca.legcat.gov.ns.ca/deposit/b10650398.pdf>

Nova Insights Community Phone Survey

Power Point

http://www.who.int/dietphysicalactivity/physical_activity_intensity/en/

Lets Get Moving Nova Scotia

<https://novascotia.ca/letsgetmoving/docs/letsgetmoving-en.pdf>

Stats Canada

<http://www.statcan.gc.ca/pub/82-625-x/2011001/article/desc/11553-01-desc-eng.htm>

Physical Activity Strategy is brought to you in partnership with the Department of Communities Culture Tourism and Heritage,
and Town of Berwick.



REQUEST FOR DECISION
RFD017-2024: AREA BUSINESS:
Guarantee \$1,000,000 Line of Credit



To: Town Council
From: Director of Finance
Date: May 14, 2024
Subject: AREA Business: Guarantee \$1,000,000 Line of Credit

References/Attachments

- AREA LOC Documents
- RFD 028-2023: AREA Business Invoice Arrears Policy and \$1M Line of Credit
- Memo: AREA \$1,000,000 Line of Credit
- MGA Section 88(2)
- MGA Section 60

Recommendations

That Council approve and direct the Mayor and Clerk to sign on behalf of the Town of Berwick, the documents from RBC for AREA's \$1,000,000 line of credit, with the Town of Berwick guaranteeing 27% (\$270,000) of this line of credit.

Background

As approved by Council during the Council meeting on November 14, 2023, the Alternate Energy Resource Authority (AREA) is seeking to secure a \$1,000,000 operating line of credit. As a 27% owner of AREA, the Town of Berwick is responsible for guaranteeing 27% of this line of credit.

The AREA Board approved and directed the Chair and GM to sign on behalf of AREA at the May 7, 2024 Board meeting.

Financial Implications

N/A

REQUEST FOR DECISION
RFD017-2024: AREA BUSINESS:
Guarantee \$1,000,000 Line of Credit



Priority Alignment

Check Applicable	Strategic Priority Area	Comments
X	Economic	
	Environmental	
	Social	
	Cultural	

Alternatives

N/A

Community Engagement/Communication

N/A

CAO Comments

I support the recommendation.

CAO Initials: JB

Target Decision Date: May 14, 2024

Alternative

RESOURCE ENERGY AUTHORITY

To: Town Council of Antigonish, Berwick and Mahone Bay
Chief Administrative Officers, Antigonish, Berwick and Mahone Bay
AREA General Manager

Submitted by: Meaghan Barkhouse, Treasurer

Date: Tuesday, November 07, 2023

Subject: **AREA \$1,000,000 Line of Credit**

It was discussed in previous AREA board meetings and subsequently confirmed that the required \$1,000,000 operating reserve wasn't placed into a segregated account and has been used as internal working capital for Alternative Resource Energy Authority (AREA). This has helped with cash flow related to prepaids, inventory and non-Ellershouse Windfarm construction capital. To begin the process of stopping this use of internal capital, and place it into its own reserve, will be to secure a line of credit.

This isn't a traditional line of credit; it would be used as over-draft as needed to help with cashflow. RBC has prepared a discussion paper regarding the terms and conditions of the line of credit. The interest rate will be Royal Bank Prime + 0.00% (prime is currently at 7.20% as of November 6, 2023). The purpose of this line of credit will be to segregate the \$1,000,000 that should be placed into its own reserve account.

AREA is recommending that each Town Council approve and direct their members of the AREA Board of Directors to approve the \$1,000,000 line of credit subject to the attached discussion paper at the next AREA Board meeting. If the Board approves the line of credit, a banking resolution will need to be read and approved at our next Board Meeting and a general security agreement will need to be signed. Each Town will be guaranteeing their percentage ownership of this line of credit (Antigonish 63%, Berwick 27% and Mahone Bay 10%).

The approval of the line of credit is the first step in beginning the process of getting the \$1,000,000 in reserves, and implementing for timeline for non-construction capital and inventory to be fully funded as they are currently using the internal capital. This will help with current constraints our cashflow has had with AREA.

Discussion Paper

The terms and conditions outlined herein are for discussion purposes only. They are not intended to be and shall not constitute or be construed in any way to represent a commitment by Royal Bank of Canada to provide credit. The terms and conditions described in this non-binding discussion paper are not intended to cover all of the terms and conditions of a credit agreement and related security documents that may be negotiated in due course. In the event of any conflict between the terms and conditions summarized herein and the terms and conditions of any credit agreement or related security documents, the terms and conditions of the credit agreement or related security documents will govern.

This discussion paper is provided to you on a confidential basis and on the condition that you will not disclose the existence or contents of this document to anyone (other than your professional advisors on a confidential basis for the sole purpose of providing professional advice to you) without first obtaining our prior written consent.

The Credit Facilities described herein are in addition to any Credit Facilities which may currently be in place between Borrower and RBC.

Borrower	ALTERNATIVE RESOURCE ENERGY AUTHORITY
Lender	Royal Bank of Canada, "RBC" or the "Bank"
Guarantors	
Credit Facilities	1. \$1,000,000
Purpose	1. Line of Credit
Repayment	1. Revolves with cash flow
Interest Rates	1. Royal Bank Prime + 0.00% Prime is currently 6.95% All rates are indicative only and are subject to change
Fees	1. N/a
Security	1. Borrowing Resolution 2. General Security Agreement
Financial Covenants	N/A
Reporting Requirements	1. Audited Financial Statements within 150 days of yearend.
Pre-Disbursement Conditions	1. Duly executed security and documentation, registered as required, satisfactory to the Bank
Information Required	Any additional information the Bank may further require to continue its due diligence
Costs	The Borrower shall pay all reasonable legal and other out of pocket costs associated with the preparation of any loan and other documentation that may form part of any formal agreement, if concluded, between the Borrower and Lender

GUARANTEE AND POSTPONEMENT OF CLAIM**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **Alternative Resource Energy Authority** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$270,000.00 Two Hundred Seventy Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.000 Five percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability¹⁶ of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Nova Scotia** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable in all P.P.S.A. Provinces except Ontario.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this _____
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Town of Berwick

Witness Signature :

Name:

Witness Signature :

Name:

Witness Signature :

Name:

Witness Signature :

Name:

Insert the full name and address of guarantor (Undersigned above).

Full name and address
Town of Berwick
236 Commercial Street, Berwick, NS, B0P1E0

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____, Barrister and Solicitor at the _____ of _____, in the Province of Alberta, this _____ day of _____, 20_____.

Signature

STATEMENT OF GUARANTOR

(Guarantor to sign in presence of Barrister and Solicitor)

I am the person named in the certificate _____

Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE
(SECTION 31)
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor