

MEMORANDUM OF UNDERSTANDING

BETWEEN

Alcohol, Gaming, Fuel and Tobacco Division of Service Nova Scotia (“AGFT”)

AND

**Municipality of Argyle
 (“MOA”)**

PREAMBLE

WHEREAS Service Nova Scotia designs and delivers programs and services to meet the needs of its clients and the public good through a culture of excellence, and in doing so encourages improved access to services, reduction of red tape and elimination of duplication.

AND WHEREAS MOA plays an important role in supporting the economic well-being of Nova Scotia, and provides services, facilities and other things, including the services of the Municipality of Argyle Planning Department, that are necessary or desirable for all or part of the Municipality;

AND WHEREAS MOA and AGFT (hereinafter referred to as the “Parties”) wish to improve customer service by establishing a formal basis to enable permanent liquor license applicants to more easily obtain confirmation of zoning in MOA as part of their liquor application to AGFT, thereby streamlining that application process to the benefit of the applicant and Parties;

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

PURPOSE OF MEMORANDUM OF UNDERSTANDING (“MOU”):

1. The purpose of this MOU is to set out the terms of the agreement between the Parties to facilitate improved customer service by enabling ease of access to zoning confirmation as part of the liquor license application process by applicants in the MOA, including terms upon which the MOU can be amended or terminated.
2. The Parties acknowledge that applicants applying to AGFT for a new liquor license in MOA require confirmation from the development officer that a licensed premise is an accepted use for the property on which the licensed establishment is to be situated.

OBLIGATIONS OF AGFT:

3. AGFT will request zoning confirmation, when required, on behalf of a new applicant for a Permanent Liquor License. Staff of AGFT will complete the zoning request form (attached as Schedule "A") and email it to the development officer at jsullivan@munargyle.com
4. Currently there are no fees charged by MOA for the zoning confirmation.

OBLIGATIONS OF MOA:

5. Upon receipt of the zoning request form, MOA will return confirmation of zoning, or otherwise, within 5 business days via email to AGD at: AGDPermLicense@novascotia.ca
6. Should the Zoning Confirmation for Permanent Liquor License Applications indicate that the requested liquor license FALLS within the permitted uses of the property, AGFT will advise the applicant accordingly.
7. Should Zoning Confirmation for Permanent Liquor License Applications indicate that the requested liquor license does NOT fall within the permitted use of the property, Town will advise AGFT. In these instances, AGFT will direct the applicant to the development officer for follow-up.

OBLIGATIONS OF THE PARTIES RELATIVE TO MANAGEMENT OF INFORMATION

8. The disclosure of information, including the means of transmission, is restricted as following under this MOU.
9. Information disclosed in accordance with this MOU will be used strictly for the purposes of the administration and enforcement of the *Liquor Control Act* and Regulations.
10. Except as required by the *Freedom on Information Protection of Privacy Act* (FOIPOP) (SNS 1993, c 5) or as required for the administration of the *Liquor Control Act* or a program of the Parties, where subsequent disclosure is authorized by an Act, such disclosure will not be made to a third party without written consent from the applicant that provided the information.
11. Where a Party is required to disclose information received from the other Party to this MOU further to a summons or a court order or pursuant to an access to information request pursuant to the FOIPOP, the Party must within a reasonable time period, advise the Party that disclosed the information.

AMENDMENT OF THE MOU

12. This MOU may be amended only in writing and with the prior written and express consent of the Parties, subject to the necessary approvals or authorizations.

TERMINATION OF THE MOU

13. AGFT and MOA may terminate this MOU by sending to the other Party a written notice stating the reason for termination.
14. No sum or indemnity of any kind whatsoever will be required because of the termination or withdrawal from this MOU.
15. Any notice required under this MOU will be sent to the following addresses:

For AGFT:

Alcohol Gaming Fuel & Tobacco
Torrington Place, 2nd Floor
780 Windmill Road
PO Box 545
Dartmouth, NS
B2Y 3Y8

For MOA:

Municipality of Argyle
PO Box 10
Tusket, NS B0W 3M0

ENTRY INTO FORCE AND DURATION

16. This MOU will enter into force on the date of the latter of the signature of the authorized signatory for AGFT or Town or on any other date agreed to by the Parties.
17. This MOU will be indeterminate. It will not terminate except on notice of termination sent in accordance with this MOU.
18. The provisions of this MOU relation to the obligations relative to confidentiality and information security will remain in effect despite termination thereof.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING IN DUPLICATE



May 27, 2021

Alain Muise
Chief Administrative Officer
Municipality of Argyle

DATE

JP Landry, Director Licensing and Registration
Alcohol Gaming Fuel & Tobacco Division

DATE

(Attach Schedule "A" – Zoning Confirmation Form)