

MUNICIPAL & TOWN JOINT COUNCIL MEETING AGENDA

Wednesday June 12th @ 7:00pm

Council Chamber at the Bloomfield Centre, St. FX Campus

- 1) Call to Order – Chairman, Warden Owen McCarron
- 2) Approval of Agenda
- 3) Approval of April 25, 2017 Joint Council Meeting Minutes
- 4) Business Arising from the Minutes
- 5) New Business:
 - a. Introduction of 2017/18 StFX Students Union President, Annie Sirois
 - b. Presentation concerning the 2019 Nova Scotia 55+ GAMES
 - c. Presentation by Damian MacInnis, Managing Partner, Keltic Air Services
 - d. Discussion regarding Highway 7 (Lochaber Road/West Street) and old Highway 104 Intersection
 - e. Review of Antigonish Regional Emergency Measures Organization Inter-Municipal Agreement
- 6) Adjournment

TO: COMMITTEE MEMBERS
FROM: GLENN HORNE, MUNICIPAL CLERK TREASURER
JEFF LAWRENCE, TOWN CAO
SUBJECT: ***JOINT COUNCIL COMMITTEE MEMO***
DATE: JUNE 12TH, 2017

INTRODUCTION OF THE 2017/18 STFX STUDENT'S UNION PRESIDENT (*For Information*)

Annie Sirois, St FX Student Union President, will be on hand to introduce herself and the Student Union Executive Team. This includes VP Academic, Patrick Panet-Raymond; VP Residence Affairs, Rebecca Mesay; VP Finance and Operations, William Gatchell; and VP External Affairs, Zakariya Chatur. The VP Activities and Events has sent regrets.

2019 NOVA SCOTIA 55+ GAMES (*For Information*)

Jerome Tanner will be presenting as a representative of the Provincial 55+ Games Committee. This Committee has asked that Antigonish submit a bid on the 2019 Provincial Games. Mr. Tanner has been requested to attend the Joint Council meeting to let the Councils know what would be expected from the Municipalities.

KELTIC AIR SERVICES (*For Discussion*)

Mr. Damian MacInnis, Managing Partner of Keltic Air Services, will be providing the Committee with an update regarding operations.

HIGHWAY 7 (LOCHABER ROAD/WEST STREET) AND OLD HIGHWAY 104 INTERSECTION (*For Discussion*)

Councillor MacFarlane has requested the opportunity to discuss the operation of the intersection of Highway 7 (Lochaber Road/West Street) and old Highway 104.

EMO (*For Information*)

Earlier in the year, staff was requested to look at updating the Inter-Municipal Agreement (IMA) regarding EMO operations between the Town and County. Aside from some minor updates to the IMA, the "next steps" involve activating the advisory committee and formalizing the planning committee meetings and representatives. A detailed staff memo and a copy of the IMA will be provided for consideration at the meeting.

**Joint Town and County Advisory Council Meeting
Saint Andrew Jr. School
Antigonish County**

Present

Mayor L. Boucher
Councillor Mary Farrell
Councillor Jack MacPherson
Councillor Diane Roberts

Warden Russell Boucher
Deputy Warden Owen McCarron
Councillor Mary MacLellan
Councillor Hugh Stewart
Councillor Vaughn Chisholm
Councillor Gary Mattie
Councillor Bill MacFarlane

Regrets

Councillor John Dunbar
Councillor Remi Deveau
Councillor Donnie MacDonald
Glenn Horne, Municipal Clerk/Treasurer (County of Antigonish)

Deputy Mayor Willie Cormier
Councillor Andrew Murray
Councillor Donnie MacInnis

Also Present

CAO J. Lawrence (Town of Antigonish)
Beth Schumacher, Deputy Municipal Clerk (County of Antigonish)
D. Wilson, Deputy Clerk, (Town of Antigonish)

Strait Regional School Board (SRSB) Members
School Options Committee (SOC) Members
Members of the Public
Media

Call to Order

The meeting was called to order at 6:35 PM by Mayor L. Boucher. She noted the purpose of the meeting and stated that comments would be limited to and from School Board members and Town and County Councillors.

Round Table Introductions

At the request of Mayor L. Boucher round-table introductions of Town and County Councillors, School Board Members and the School Options Committee members were made.

Approval of Agenda

Moved by Councillor D. Roberts and seconded by Councillor M. MacLellan that the agenda be approved as presented.

Approval of Minutes

Mayor L. Chisholm called for the approval of the previous Joint Town and County Advisory Committee minutes.

It was Moved by Councillor J. MacPherson and Seconded by Councillor M. Farrell to approve the Joint Town and County Council Advisory Committee meeting minutes of February 15, 2017.

Mayor L. Boucher invited Mr. S. England to the floor to provide details on the process of the SOC.

Mr. S. England provided regrets on behalf of SRSB Superintendent Rice. He then provided background details on the school review process, which lead to the school review policy, P-3 schools in the area and their status. He noted all relevant documents related to the school review are available on the SRSB website.

Mr. S. England referred to the feeder system, the school review process, the timelines and processes of the SOC. He noted the SOC makes a recommendation to the Board, noting a decision is required by the end of April.

Council was advised that the Board is to receive final presentations tomorrow prior to making a final decision. Mr. S. England noted that three public meetings were held, reiterating that the information from the meetings are available for viewing on their website.

Mayor L. Boucher thanked Mr. England for his comments, noting she had attended some of the meetings, and provided comment on the public becoming more engaged through the process.

Councillor MacLellan advised that she represents District 1, which covers the area in which H.M. MacDonald School is located, noting she had attended all meetings. She provided comment on a February 22, 2017 meeting of the SOC which recommended the status quo. Councillor MacLellan noted she intended to make motion during this meeting that Town and County council support the status quo.

Councillor M. MacLellan provided comments on a March 6, 2017 meeting when a decision was reversed by the SOC, and another on April 19, 2017, when it was decided to close H.M. MacDonald School and advise that the Board requires Antigonish Education Centre after June 30, 2017, and that H.M. MacDonald permanently close, with Antigonish Education Centre designated as a receiving school for those who would have otherwise attended H.M. MacDonald School, and keeping St. Andrew Jr. School as a receiving school.

Councillor M. MacLellan noted she had read the reports and scenarios, and found no evidence where H.M. MacDonald was strongly recommended for closure. She then read through various School Board Scenarios. She noted the recommendation to close H.M. MacDonald School was an unexpected motion by the School Board.

Councillor M. MacLellan referred to a meeting held on April 19, 2017 and requested clarification on a motion to close H.M. MacDonald School permanently on June 30, 2017. Mr. S. England responded, noting that the meeting was held in camera. It was noted that H.M. MacDonald School was considered for closure, as part of an overall review.

Mr. S. England responded to a question from Councillor M. MacLellan on the calculation of savings on closing H.M. MacDonald School and how the savings are arrived at.

Mr. J. Blackwell, member of the SOC, noted that he was present at all public meetings and did not remember any public presenter suggesting H.M. MacDonald should close. It was noted the suggestion was included in presentation from Dr. Boyd.

Warden Boucher thanked everyone for attending. He then spoke to emotions related to schools, small schools as a resource and social hub for students. Warden Boucher noted his Council was not in favor of the school closures before the Board. He then spoke to the financial role of the municipal units that provide significant funding but have no say in how the money is spent.

Mayor Boucher thanked Warden Boucher for his comments.

Deputy Warden McCarron spoke to mental health issues, children moving to larger schools, and a possible air quality issue at Dr. J.H. Gillis High School. He commented on healthy small schools, and having a high proportion of funding. He noted that population wise the County has bucked the trend other than Halifax Regional Municipality, and that small schools are the backbone of communities.

Councillor M. Farrell provided comments on the loss of jobs, less money in the community, the social aspect of younger and older children being schooled together, educational and spiritual well-being, and managing curriculum and goals. She noted she would like to see the status quo for the Antigonish Education Centre and H.M. MacDonald School.

Mr. S. England advised they have not looked at changes to curriculum, and will look at class caps (provincial). He noted that in grades P-6 this year not one school broke the class cap and such initiatives will still be in place. Mr. S. England stated the Board would ensure students have supports in place, and that a gap analysis carried out this year by province, identified the SRSB as one of a few school boards that met the analysis, and that the resource ratio is at what the province recommends.

Councillor D. Roberts spoke briefly, noting that if a motion was presented to stay with the status quo, she would be supporting it.

Councillor H. Stewart spoke to the devastation his area experienced with a school closure, along with the loss of ball and soccer teams etc. He stated he was in favor of the status quo.

Councillor J. MacPherson provided brief comment noting he would support a motion in favor of the status quo.

Mr. S. England responded to a question from Councillor B. MacFarlane on the 2014 Options Report. Mr. S. England noted his Board has gone through a number of school closures, and thanked the SOC for their hard work.

Councillor B. MacFarlane noted his agreement with maintaining the status quo.

An Inverness County School Board member provided comment on school closures, funding based on the number of students, and that 80% of the budget goes toward teachers. He encouraged everyone to ask their MLAs to lobby as a group to say enough is enough with school closures. He further noted that the Ivany Report indicated a need schools in rural areas.

Mayor L. Boucher thanked him for his comments.

Mr. J. Reddick (Town of Mulgrave) noted she was involved with a school closure, that she had to make a decision in best interest of all students, and that that is what she will do in this process.

Mr. G. Kehoe spoke, noting he was a teacher for 31 years. He stated the new funding formula came into effect 12 or 13 years ago. He further noted the first year was devastating to the SRSB and the unreasonable amount of funding they had to make up in one year. He referred to a stop gap that was put in place with transitional funding for a few years. He further noted that the province now wants them to pay back the transitional funding.

Ms. R. MacLaughlin, thanked Councils for inviting them. She stated that the foundation for all of Nova Scotia is an opportunity to have conversations, and that she would like to see something positive come out of this. She agreed that the funding is not from a good formula. Ms. R. MacLaughlin requested all partners, in moving forward, continue to have these conversations and continue dialogue. She stated she had high hopes for the School Board, and that she was in support of keeping all schools open.

Mayor L. Boucher thanked Ms. MacLaughlin for her comments.

Mayor L. Boucher thanked the School Board and SOC representatives for attending. She stated her appreciation for the work of School Board members, and giving consideration to their constituents. Mayor L. Boucher noted that schools affect communities as a region, with community members coming to schools after class, and little chance of increasing numbers if schools close. She noted that property values are higher in areas with schools. Mayor L. Boucher further noted that she is well aware of the lack of recreation space in the town and county, and the need for schools for recreation and extra-curricular activities.

Mr. J. Blackwell, provided a text comment from Dr. Boyd, noting that Dr. Boyd stated that although what he said was not what he intended to say, he confirmed it was what he did say.

Councillor M. MacLellan noted the valid points made at an April 19th meeting and at a meeting held at H.M. MacDonald School on April 20, 2017.

It was Moved by Councillor M. MacLellan and Seconded by Councillor J. MacPherson to keep both schools open and to vote for the status quo. Motion carried.

Warden R. Boucher stated he feels all of the information might not be there to make a good valid decision. He emphasised that it is not a problem to go back and revisit a matter. He further stated that if it H.M. MacDonald School ever happened to close, that the money for demolition would come from mandated money. Warden R. Boucher requested the School Board reconsider it's decision, give it more time, get more information, and keep the status quo until they can make a full-fledged decision.

Councillor M. MacLellan noted she was teacher when smaller Pictou schools moved into large schools and the dramatic affect it had. She thanked the School Board and SOC members. Councillor M. MacLellan requested the School Board members to consider amending a decision

from the April 19, 2017 meeting to recommend to support status quo at their next Board meeting.

Mayor L. Boucher thanked everyone for attending and expressed her thanks to the School Board and staff.

Mr. S. England thanked everyone for inviting them. He thanked everyone on behalf of the Chair and members present.

Motion to Adjourn

At 7:42 PM it was Moved by Seconded that the Joint Council Advisory Committee meeting be adjourned. Motion carried.

Mayor Laurie Boucher

Warden Russell Boucher

Jeff Lawrence, CAO, Town of Antigonish

Glenn Horne, Municipal Clerk/Treasurer
County of Antigonish

MEMORANDUM

To: Jeff Lawrence, CAO, Town of Antigonish
Glenn Horne, Clerk-Treasurer, County of Antigonish

Submitted by: Steve Scannell, Special Projects Coordinator, Town of Antigonish

Date: June 9, 2017

Subject: **Town and County of Antigonish Regional Emergency Management Organization – Inter-Municipal Agreement Overview**

Background

On March 1, 2017, the Special Projects Coordinator of the Town of Antigonish was directed to conduct research into developing an inter-municipal agreement pertaining to the governance and operation of a Regional Emergency Management Organization between the Town and County of Antigonish. The investigation into the matter was completed on April 28, 2017.

According to the research conducted, the Town and County currently have an active inter-municipal agreement. Following a review of the respective Council and Committee minutes of each municipality, it was found that the agreement was approved by Town Council on December 17, 2001, and by County Council on January 15, 2002. According to the references made in the by-laws of each municipality, it was finalized on January 30, 2002. The agreement will remain active year to year until terminated by either party; there is no evidence to suggest this has occurred.

In the course of the research conducted, contact was made with Dominic Fewer and George Muise of EMO-NS to discuss best practices with respect to developing inter-municipal agreements for emergency management. In the course of these discussions, a template agreement, was provided that EMO uses as the basis for discussion in the agreement development phase. A review of the Town/County inter-municipal agreement and the template agreement indicate that many of the key items recommended by EMO-NS (e.g. provisions for a governance arrangement, resourcing sharing, cost allocation and recovery, liability, and dispute resolution) are addressed in our current agreement. The legislative authority for the Agreement is derived from Section 60 of the *Municipal Government Act* and Section 10(2)(c) of the *Emergency Measures Act*.

With regards to St. Francis Xavier University, the university is enjoined to the municipalities via a separate emergency management agreement. The agreement between the Town, County, and the University was finalized on 2009, with suggested amendments to that agreement initiated in 2016.

Overview of the Inter-Municipal Agreement

Governance

The inter-municipal agreement approved by both Councils in 2002 established the Regional Emergency Measures Organization (REMO) as the organization directly responsible for the control and conduct of emergency response operations, in accordance the plans and procedures

adopted by the Town and County.¹ The Organization consists of the Emergency Measures Advisory Committee, the Regional Measures Planning Committee, and the Regional Emergency Measures Coordinator.²

The Regional Emergency Measures Advisory Committee is responsible for providing direction and management of emergency preparedness activities. At minimum, positions on this committee must be filled with two (2) members of Council from each municipality, one of whom shall be the Mayor or Warden or their alternate.³

The agreement gives REMO the authority to acquire, share and direct resources, to include:

- Operating, maintaining, and managing physical facilities for emergency management activities and personnel necessary at the scene of an emergency and at a centralized coordination facility⁴; and,
- Acquiring or contracting for the use of equipment and personnel necessary or advisable to carry out emergency management or response activities. This includes the ability to contract with any person or organization, including contracts between the Town and County to provide emergency response services.⁵

Policies, procedures, and other recommendations for emergency preparedness activities are brought forward to the Advisory Committee from the Regional Emergency Measures Planning committee.⁶ Positions on this committee are filled, with approval of the Advisory Committee, by staff members and elected officials of the respective municipalities, as well as other agencies and departments that could be affected or involved in an emergency response.⁷ This Committee meets on a quarterly basis.

The Regional Emergency Measures Coordinator is responsible for working closely with all the emergency response groups, municipal and provincial services to reduce the risk of a hazard and ensure emergency preparedness activities are undertaken. In this role, the Coordinator Chairs the Regional Emergency Measures Planning Committee.⁸

Human Resource, Equipment, and Capital Asset Sharing

The agreement establishes a principle of resource sharing and mutual aid between the Town and County. The overall purpose of the agreement is to render mutual aid with respect to personnel and equipment.⁹ It stipulates that, in the event of an emergency, the sharing or redeployment of personnel and equipment in order to save lives or minimize damage to property or the environment may be necessary, as deemed appropriate and reasonable by the circumstances.¹⁰ Therefore, under this arrangement municipal staff will take direction of authorities or agencies other than their own organization in the event of an emergency.

¹ Section 4; Section 6

² Section 5

³ Section 5 (a) (i)

⁴ Section 7

⁵ Section 8 (a)

⁶ Section 5 (b)

⁷ Section 5 (b) (ii)

⁸ Section 5 (b) (iv)

⁹ Section 2

¹⁰ Section 11

It is important to note that any capital assets acquired by REMO shall be jointly owned between the Town and the County.¹¹

Costs

According to the agreement, the Town and the County share the costs of operating the REMO equality (50/50).¹²

Any costs associated with the deployment of resources by a municipal unit will be borne by that municipality. As such, resources that may be needed during an emergency will be paid for by the Municipality in which the emergency occurs.¹³ There will be no billing for services rendered between the Town and County unless one municipal unit is able to assist in the recovery of costs through insurance claims.¹⁴

The agreement also permits the Town and the County to take action to recover costs from any person or agency found to be responsible for causing the emergency, or seeking Federal or Provincial funding to cover any costs incurred by the Town or County in response to an emergency.¹⁵

Upon dissolution of REMO, the assets of REMO are vested in the parties in proportion to the contribution made by the Town and County, and the Town and County would be responsible for contributing 50% of the liabilities outstanding.¹⁶

Liability

Both the Town and the County shall agree to have REMO and its activities included in its liability insurance program.¹⁷ Furthermore, each municipality shall indemnify its representatives from liability that may arise as a result of acting as a member of REMO.¹⁸

Dispute Resolution

If any disagreement arises between the Town and County as to the proper interpretation of any aspect of this agreement, the parties shall submit the area of disagreement to an arbiter as provided by the Arbitration Act.¹⁹

Recommendations

1. As the formal governing body of REMO, it is recommended that the Regional Emergency Measures Advisory Committee be activated to provide essential guidance for the direction and management of REMO. In order to activate the Committee, officials from the Town and County must be formally appointed by their respective Councils to serve, and a meeting schedule must be established.

¹¹ Section 8 (b)

¹² Section 12

¹³ Section 11 (b)

¹⁴ Section 11 (a)

¹⁵ Section 11 (c)

¹⁶ Section 16

¹⁷ Section 12 (c)

¹⁸ Section 17

¹⁹ Section 18

An inter-municipal emergency services agreement

THIS AGREEMENT is made in triplicate this *30th* Day of *January*, 2002

AMONG:

The MUNICIPALITY OF THE COUNTY OF ANTIGONISH, a municipal body corporate pursuant to the Municipal Government Act, hereinafter referred to as the County;

- and -

The TOWN OF ANTIGONISH, a municipal body corporate pursuant to the Municipal Government Act; hereafter referred to as the Town".

THE PARTIES HERETO AGREE AS FOLLOWS:

1. **The purpose of this inter-municipal services agreement, hereafter called (Agreement) is to provide for a coordinated response to an emergency occurring within the County of Antigonish, including the Town of Antigonish, referred to in this Agreement as the (region).**
2. **This Agreement also provides for the parties to render mutual aid with respect to personnel and equipment during an emergency.**
3. **This Agreement is to provide for the joint provision of services and facilities by the municipal units in the region pursuant to Part III - 60 (1) of the Municipal Government Act and section 10 (2) (c) of the Emergency Measures Act.**
4. **The planning for and coordination of emergency service delivery during a real or apprehended emergency as defined by the Emergency Measures Act shall be provided by the Regional Emergency Measures Organization, referred to in this Agreement as the (REMO).**
5. **The REMO shall consist of a Regional Emergency Measures Advisory Committee, a Regional Emergency Measures Planning Committee and the Regional Emergency Measures Coordinator.**
 - a. **The Regional Emergency Measures Advisory Committee shall be responsible for the direction and management of emergency preparedness activities within the region and to advise the appointing Councils pursuant to section 10 (1) (d) of the Emergency Measures Act.**

- (i) Each party to this Agreement shall appoint to the Regional Emergency Measures Advisory Committee two (2) members of its Council, one of whom shall be the Mayor or Warden or their alternate.
 - (ii) In the event of a vacancy occurring, the Council that appointed the member shall appoint a replacement within six weeks after the vacancy occurs.
 - b. The Regional Emergency Measures Planning Committee shall be responsible for recommending policy and procedures to the Regional Emergency Measures Advisory Committee and shall consist of representatives of emergency services and other agencies which may have direct operational responsibilities in an emergency.
 - (i) Each party to this Agreement may appoint staff members or elected officials.
 - (ii) Other agencies and departments that could be affected or involved with an emergency situation may appoint representatives subject to the approval of the Regional Emergency Measures Advisory Committee.
 - (iii) Other community representation will also be welcomed subject to the approval of the Regional Emergency Measures Advisory Committee.
 - (iv) The Regional Emergency Measures Coordinator shall chair the Regional Emergency Measures Planning Committee.
 - c. When the position of the Regional Emergency Measures Coordinator becomes vacant it will be the responsibility of the Regional Emergency Measures Advisory Committee to secure a suitable replacement.
 - d. The parties agree that each Municipality shall appoint a staff member to act as a liaison with the REMO.
6. The REMO shall be the organization directly responsible for the control and conduct of emergency response operations according to the plans and procedures adopted by the parties from time to time. When the capacity of REMO is exceeded, or is likely to be exceeded, REMO will activate support from other agencies in accordance with formal or informal arrangements.
7. The REMO is authorized to operate, maintain and manage physical facilities for emergency activities both at the scene of the emergency and at a centralized coordination facility.

8. **The REMO is empowered to acquire or contract for the use of equipment, facilities and personnel necessary or advisable to carry out the responsibilities assigned to it by this Agreement.**
 - a. **The REMO may contract with any person or organization, including a municipal unit which is party to this Agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to the REMO by this Agreement.**
 - b. **Any capital asset created or acquired by the REMO shall be owned jointly by the parties in the proportion they contribute except for assets contributed by a particular municipality and these assets shall remain the property of that municipality.**
9. **The REMO shall establish its own rules of procedures.**
10. **The Regional Emergency Measures Advisory Committee shall annually name one of its members to be chair and one to be vice-chair, to act in the absence or incapacity of the chair.**
 - a. **The Chair or other person presiding shall vote on every question before the Regional Emergency Measures Advisory Committee.**
 - b. **The Regional Emergency Measures Advisory Committee shall appoint a person to be secretary of the REMO.**
11. **The parties recognize that an emergency may require the sharing or redeployment of personnel and equipment in order to save lives or minimize damage to property or the environment, and undertake to provide personnel and equipment as deemed appropriate and reasonable under the circumstances.**
 - a. **Any cost associated with the deployment of resources by a municipal unit will be borne by that municipality. There will be no billing for services rendered between municipal units in these circumstances unless one municipal unit is able to assist the other in the recovery of these costs through an insurance claim(s).**
 - b. **Other resources that may be required by REMO during an emergency will be paid for by the municipal unit in which the emergency occurs.**
 - c. **Nothing in this agreement shall prevent the Town and County from taking action to recover any costs incurred from such person or agency as may be**

found responsible for causing the emergency or from seeking Federal or Provincial funding to cover any and all costs incurred by the Town and County.

12. The parties shall normally contribute to the ordinary cost of operations of the REMO based on fifty (50) percent by the Municipality of the County of Antigonish and fifty (50) percent by the Town of Antigonish.
 - a. REMO shall have its budget submitted to the municipal units by February 1st of each year.
 - b. In the event the REMO requires additional money for capital or operating purposes, any such increase shall be subject to approval by the parties or such of them as agree to contribute.
 - c. Both parties to this Agreement shall agree to have the REMO Organization and its activities included in its liability insurance program.
13. All members of the Regional Emergency Measures Organization shall endeavor to manage their resources in an efficient and effective manner at all times. In addition to this the Regional Emergency Measures Coordinator shall undertake to maintain basic records of resources used, directed and purchased during an emergency situation.
14. The fiscal year of the REMO shall be from April 1st to March 31st of the following year.
15.
 - a. This Agreement has effect from year to year until terminated by either party.
 - b. This Agreement continues in force until notice of termination is given by the council of any party to the council of the other party not less than one (1) year prior to the intended termination date, which shall be the 31st day of March in a year to be specified in the notice of termination.
 - c. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the date of the actual withdrawal and any severance, penalty or other costs necessarily incurred by the REMO as a result of the withdrawal.
16. Upon dissolution of the REMO the assets of the REMO are vested in the parties in proportion to the contribution made by each of the parties and the parties are responsible for each contributing 50% of the liabilities outstanding.

17. Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member of the REMO.
18. If any disagreement arises among the parties as to the proper interpretation of this Agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided by the Arbitration Act.
19. This Agreement is governed by the laws of the Nova Scotia.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly qualified officers and the affixing of their respective seals the day and year first above written.

DATED this 30th Day of January, 2002, A.D.

SIGNED, SEALED AND DELIVERED)

in the presence of)

) THE MUNICIPALITY OF
) THE COUNTY OF ANTIGONISH
)

) Per: Herbert J. Delaney
) Warden

Per: Deborah A. Cormier
Witness

) Per: [Signature]
) CAO

) THE TOWN OF ANTIGONISH
)

) Per: [Signature]
) Mayor

Per: [Signature]
Witness

) Per: [Signature]
) Clerk