



NOTICE

MEETING: St Mary's Municipal Council
Committee of the Whole

DATE: Wednesday, June 19th, 2024

TIME: 4:00 pm

PLACE: St. Mary's Municipality
Council Chambers, Sherbrooke, NS

Please advise if unable to attend



Municipality of the District of St. Mary's

Committee of the Whole Meeting Agenda

Wednesday, June 19th, 2024 at 4:00pm

We acknowledge that we are gathering in Mi'kmaqi the traditional unceded territory of the Mi'kmaq people.

1. Call to Order
2. Roll Call
3. Additions to the Agenda
4. Approval of the Agenda
5. Approval of Minutes: COTW held May 29th, 2024.
6. Business Arising from Minutes
7. Staff Recognition: 10 Year Service Award: Melanie Mills, Reception
8. Correspondence: Storybrooke Day Home Invitation to Council – Carla Archibald
9. Other Matters of Business
 - a. Public Works Reports:
 - 1.) Water Plant Electrical Work
 - 2.) Hospital Road LIFT Station Repair
 - 3.) RecPlex Revitalization Project Siding and Window Award
 - 4.) RecPlex and Library Accessibility Project Tender Award. (Update)
 - 5.) Verbal Update: Port Bickerton Lighthouse Road Maintenance Work
 - b. Recreation Report: Canada Day Festivities: Verbal Update
 - c. Extended Producer Responsibility (EPR). Verbal Update on Timeline and Next Steps
 - d. Housing: Next Steps for the Neighborhood Concept Plan

- e. Policy: Flag Raising Policy Parameters
- f. Business Support: Verbal: Council Discussion on Community Business Needs
- g. Low Carbon Communities Fund: Project Opportunity
- h. Memorandum of Agreement between the Municipality and the Sherbrooke Village
- i. August Council and COTW Date Review. Verbal Review

Adjournment



Municipality of the District of St. Mary's

Committee of The Whole (COTW) Meeting

Wednesday, May 29th, 2024

We acknowledge that we are gathering in Mi'kma'ki the traditional unceded territory of the Mi'kmaq people.

1. Meeting, Date & Time:

Warden Wier called the COTW Meeting of the St. Mary's Municipal Council to order on Wednesday, May 29th, 2024, at 4:00 p.m. in the Council Chambers, Sherbrooke, N.S.

2. Attending:

Warden Greg Wier

Deputy Warden James Fuller

Councillor Everett Baker

Councillor Courtney Mailman

Councillor Beulah Malloy

Councillor Charlene Zinck

Absent with Regrets:

Councillor James Harpell

Also Attending:

Doug Patterson, Chief Administrative Officer (CAO)

Marian Fraser, Director of Finance (DOF)

Jadzia Graham, Interim Municipal Clerk

Denise Dunn, Economic Development Officer (EDO)

Teddy Stevens, Director of Public Works

3. Additions to the Agenda:

- Addition to #9. H – CAO attending FCM Conference.

4. Approval of the Agenda:

On the motion of Deputy Warden Fuller and seconded by Councillor Malloy, the Council approved the agenda with the addition.

Motion approved.

5. Approval of Minutes:

On the motion of Councillor Baker and seconded by Councillor Zinck, the Council approved the minutes of the COTW Meeting held May 15th, 2024.

Motion approved.

6. Business Arising from the Minutes:

- There was no business arising from the minutes.

7. Correspondence:

- Stan Rogers Folk Festival Letter- Council has received a letter from
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On recommendation of Councillor Malloy, and seconded by Councillor Baker, Council approve to give \$500.00 from the Tourism/Recreation Budget, and for 6 Councillors to give \$100.00 from their district funds in support to have the Stan Rogers Folk Festival in Sherbrooke.

Recommendation adopted.

8. Presentation: Active Transportation Draft Plan – Upland Planning and Design Inc.

- Upland Planning and Design Inc. informed Council of the Draft Active Transportation Plan.
- Highlights included were enhancements of physical activity, to identify specific areas requiring upgrades, find new opportunities, educate community members, expand active transportation options, establish connections between the Blue Route Cycling and residents and develop and implement strategies.
- This plan should improve physical and mental health in St. Mary's, be fun and build community, and improve mobility options.

9. Other Matters of Business:

a. RecPlex and Library Accessibility Project Tender Award

- See the attached staff report.
- It was identified by staff that the doorways at the Recplex and Library did not meet accessibility standards for a barrier-free path of travel.
- A tender was created and shared to get the work done. Admiral Glass and Signs Ltd. were the only company to submit a bid on this tender. The price submitted for this tender is \$54,806.15 plus HST. The electrical component of this project was separate. The quoted amount for the electrical aspect for this project from Suburban Electric & Ventilation was \$5,507.90 plus HST. For a total of \$60,314.05.
- The funds will come out of the Enabling Accessibility Fund.

On recommendation of Deputy Warden Fuller and seconded by Councillor Mailman, Council approve the tender bid from Admiral Glass and Signs Ltd., to replace the doors and install automatic openers to ensure a barrier-free path of travel and accessible facilities for both the St. Mary's Recplex and the Sherbrooke Library for \$54,806.15. plus HST. Plus the related electrical work be awarded to Suburban Electrical Ventilation for \$5,507.90 plus HST.

Recommendation adopted.

b. Housing Initiatives

- See the attached staff report.
- The Municipality of the District of St. Mary's reserved approximately 55 acres of land in PID#37501095 for housing next to St. Mary's Education Centre and Academy and across the street from the RecPlex for housing with an offering to the province to locate the newly announced 48-bed long-term care home.
- The next steps are: Ensure public feedback is still accurate and that the public can share feedback prior to an RFP being issued requesting a design concept (see attached document for scope requests to be included in public survey). (May-June 2024), Issue a Request for Proposal for a Neighbourhood Concept design. (June 2024), Award design tender. (July 2024), Create and Expression of Interest for Partnerships with Non-profit Housing Associations. (August 2024), Create a policy for transparent incentivization for housing developers. (October-November 2024), Change Municipal Planning Strategy and Land Use By-law to ensure Council can retain Health and Wellness vision for this neighbourhood while maximizing the flexibility and financial incentives for appropriate land uses. (Starting October 2024)

On recommendation of Deputy Warden Fuller and seconded by Councillor Malloy, Council request that staff:

- 1. Create and launch a survey for the public to assess if the Municipality's requests for a Neighbour Concept design meet the current and future needs for St. Mary's.*
- 2. Create and launch a Request for Proposal, integrating feedback from the public survey, for the design of a Neighbourhood Concept for PID#37501095*
- 3. Write a letter to the provincial Minister of Health, the Honourable Michelle Thompson, to officially offer 6 acres of land for the new 48-bed long-term care facility within PID# 37501095.*

Recommendation adopted.

c. Annual Tax Bills

- Marian Fraser, Director of Finance (DOF) informed Council of the annual tax bills being sent out at the end of May.
- Marian Fraser informed Council that the tax bills were printed, and being folded and put in envelopes to be mailed out this week.

d. Council discussion: Review of St. Mary's Residents- Ambulance Service Needs

- Doug Patterson, Chief Administrative Officer (CAO) informed Council of the Ambulance Service Needs in St. Mary's.
- Council discussed that the Municipality needs more ambulance services, due to the lack of EHS vehicles already, some of them come to St. Mary's drive from so far away, which is not what should happen when in time of need.
- Council decided that staff should write a letter to all applicable provincial representatives, such as the Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada, and the Honourable Greg Morrow, MLA Guysborough to Tracadie in support of our ambulance needs.

e. Construction and Demolition: Theoretical Cost Scenario

- See the attached staff report.
- Marian Fraser, Director of Finance (DOF) summarized the impacts of the estimated costs to dispose of Construction and Demolition (C&D) materials and the potential impact on the municipal tax rate it would have if material continued to be accepted at the Municipal Transfer Station.
- Based on the Municipalities 2024 Municipal Tax Assessments a one-cent tax rate increase would generate \$24,003 in revenue. At a potential yearly cost of \$500,000 for disposal of C&D material that would equal a 20-21 cent increase on the tax rate.
- Therefore, based on all the above information it is estimated that a property owner with a tax assessment of \$100,000 could see their tax bill increase by approximately \$200-\$210 per year for the disposal of C&D material. This could be a yearly expense for the Municipal operating budget and would also be subject to inflation over the years.
- Coupled with the fact that there are other C&D facilities within the region this is why the Municipality did not continue the service under the new provincial regulations.
- Council discussed sharing the financial information that continuing the C&D service would have an increase in residents' property taxes.

f. Agreement Renewal: Colchester Recycling Agreement

- See the attached staff report.
- The recycling agreement between the Municipality of the County of Colchester and the Municipality of the District of St. Mary's is at its renewal time. A new agreement is available for signing for a two-year period including the current fiscal year through to the end of March 31, 2026. The period is identical for other municipal customers of the recycling storage services offered by the Municipality of the County of Colchester.
- The agreement considers the Extended Producer Responsibility (EPR) program timeline for EPR Implementation on December 1, 2025, with an acknowledgement that the contract can be opened for negotiation regarding EPR.
- The agreement cost of \$165.00 per metric tonne is an increase of \$10.00 per metric tonne over what was paid in the expiring agreement. The approved 2024-2025 operation budget utilizes the \$165.00 figure for a total budget amount of \$ 15,022.00.

On recommendation of Councillor Baker and seconded by Councillor Malloy, Council accepts the new agreement between the Municipality of the District of St. Mary's and the Municipality of the County of Colchester. Further, that council approves and requests that the warden and CAO sign the agreement on the Municipality's behalf.

Recommendation adopted.

g. Vulnerable Persons Registry Update

- See the attached staff report.
- A vulnerable person registry operated by a municipality collects the details and potential needs of residents who may be more vulnerable during an emergency. By having this data base on hand emergency responders can be empowered with the information and know what persons may need extra assistance, including persons who may not have the personal ability to follow an evacuation order.
- In other municipal examples data bases have represented some costs and administrative work. Online tools are not always the best tool for all vulnerable persons or at least need to be carefully designed for ease of use. Paper based forms usually may require an interview process to ensure we identify needed data including accurate contact information.
- An examination of what personal data and types of needs to be collected would be needed considering practical tracing of needs and while respecting privacy.
- Agreements and indemnity and carefully explanation of the service is important for clarity to users of the service.
- Based on the considerations, staff are recommending that the municipality await the summer 2024 EMO expected program analysis to support a final council decision on any related actions.

h. CAO attending FCM Conference

- Doug Patterson, Chief Administrative Officer (CAO) provided Council with an update that he will not be attending the FCM Conference in Calgary, Alberta in June. Council recognized the importance of having the CAO stay in the office. Only three Councillors are going to be attending the FCM Conference.

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10. In-Camera: Personnel

On motion of Deputy Warden Fuller and seconded by Councillor Malloy, Council agree to move In-Camera for Personnel at 5:37 p.m.

Motion approved.

On motion of Councillor Malloy and seconded by Deputy Warden Fuller, Council agreed to return to regular session at 6:10 p.m.

Motion approved.

Doug Patterson, Chief Administrative Officer (CAO) informed that two staff members have resigned. Doug Patterson, CAO would like to Thank Denise Dunn, Economic Development Officer (EDO) and Tim Wilson, Public Works Operator and Emergency Management Officer (EMO) for their impactful services and the great jobs they have provided for the Municipality.

Adjournment

On motion of Councillor Mailman, and seconded by Councillor Zinck, there being no further matters of business, Council adjourned at 6:12 p.m.

Motion approved.



We hope you will come visit us

STORYBROOKE DAYHOME

WE HOPE TO SEE YOU SOON

Contact

Phone

(902)870-5828

Email

storybrookedayhome@outlook.com

Address

8056 Highway 7 Sherbrooke
NS

Invitation

We hope you can come see us....

I would like to extend an invitation to members of council to come visit storybrooke dayhome and have "day in the life". In an evening for an hour i would like to offer council the opportunity to come and visit the day home. See the play areas, programs that take place and participate in simulated activities as if you were one of the children and learn what skills come along with the Activity. I am extending this invitation in the hopes of having open communication between myself and council in the benefit of being able to offer info for each to be able to bring back to their community,

I look forward to hearing back from you and hope we are able to pick an evening that works for everyone interested

Thanks
Carla Archibald

Maintenance of Water Treatment Facility

Replacement of Transformer at Water Treatment Plant

SUMMARY

It has been identified that the main power transformer servicing the Water Treatment Plant needs to be replaced.

BACKGROUND

During recent inspections of the electrical components at the Water Treatment facility, Public Works staff discovered that the main transformer for the Water Treatment Plant is starting to fail and needs to be replaced as soon as possible. This transformer allows the power supplied from Nova Scotia Power and generator power to operate the Water Treatment Facility. The failure of this transformer would lead to no power supply (direct or generator fed) to any equipment at the Water Treatment Facility until replaced.

Public Works contacted several electrical companies to provide quotes based on the serial number and specifications of the existing equipment requirements.

CONSIDERATIONS

Public Works staff have received pricing on the replacement of the transformer for the Water Treatment Facility. Public Works has received two quotes for the replacement of the transformer.

Suburban Electric Ltd. was the lowest quote with a delivery time of 2-3 days.

Both companies hold sufficient insurance and workers compensation coverage and quotes include materials, labour and travel expenses. Repairs will be completed after 10pm to minimize disruptions.

This project was not budgeted as part of either the operating or capital budgets for 2024-2025. Staff recommend to fund this project through the Canada Community Fund Budget Reserve.

RECOMMENDATIONS

That Council approve the quote of \$3,947.84 plus HST from Suburban Electric Ltd, to replace the transformer to ensure a safe and reliable power source for the Water Treatment Plant.

Repair of Hospital Road Lift Station Piping

Replacement of Check Valves and Discharge Piping

SUMMARY

It was identified by Public Works staff that the piping components of the Hospital Road Lift Station has begun to fail. The lift station is keeping up to the flows but is leaking significantly from both discharge pipes.

BACKGROUND

Public Works staff routinely monitor and operate all equipment within the Wastewater Treatment and Collection System. With the age of the piping, there is currently two significant leaks on the piping of the Hospital Road Lift Station discharge piping.

During recent inspections, Public Works has discovered that the check valves and piping in this lift station has partially failed and now leaking sewer water back into the lift station. This lift station is where all the wastewater from the Hospital Road and West Side Sherbrooke flows before being pumped to the Village Lift Station.

CONSIDERATIONS

Public Works staff have reached out to numerous companies to get pricing for this work but Partner Construction who operate out of New Glasgow, Nova Scotia have been the only company willing to complete this work. The repair requires specialized training which covered by the contractor.

Partners Construction provided a quote of \$12,500 plus HST which includes all materials and labour to complete the repairs except for wastewater removal.

BL Environmental Ltd. will be required to pump out and wash down the lift station prior to the repairs being completed which is estimated to cost \$1,500 plus HST. Total cost of both contractors will be approximately \$14,000 plus HST.

It is important to note that Partners Construction stated the following in their quote; "with the uncertainty of the type of valve, the material costs have been estimated for the valves and will be adjusted as necessary when firm prices are obtained for the valves."

The budget for this repair was approved as part of the 2024-2025 Capital Projects in the amount of \$18,954 funded by the Sustainable Service Growth Fund (SSGF) and the Capital Reserve Fund.

RECOMMENDATIONS

That Municipal Council approve the award of the Hospital Lift Station repair work to Partners Construction. Further that, the municipal council approve the award of the LIFT station preparation and cleaning to BL Environmental. Further that, the total approved funds for the repair shall be the quoted joint bids total of \$14,000.00 plus HST. Additionally a maximum contingency of an additional \$10,000.00 plus HST be made available for a maximum project cost of \$24,000.00 Plus HST with any amounts beyond the approved capital budget amount to be charged to the Capital Reserve Fund.

St. Mary's Recplex Revitalization Phase 2

Replacement of siding and windows

SUMMARY/BACKGROUND

In May 2024, the Municipality of the District of St. Mary's issued a tender for phase 2 of repairs to the Recplex Facility at 164 Old Road Hill, Sherbrooke NS. Phase 1 was completed in the fall of 2023 and was approximately half of the exterior siding, the back half of the facility.

Phase 2 of the repairs includes material and labour for the following: Removal and disposal of current Recplex siding and replaced with "Heron Blue" 29-gauge steel siding (approx. 450 linear feet), replacement of approximately 83 feet of soffit and fascia, replacement of 5 windows, removal of 3 windows and closing in of window openings prior to steel being installed.

The tender stated that if rotten sections are found under the siding that need to be replaced prior to installation a change order must be submitted, and a price was to be included as part of the tender to supply a cost per linear foot for sections that need to be repaired.

The contract including all work and site clean up is to be completed by October 1st, 2024 and include a minimum one year warranty.

CONSIDERATIONS

One tender bid was received in accordance with the tender provisions for "Phase 2: Recplex Revitalization".

Contractor	Project Cost	Additional Repair Cost
A. T. Home Construction	\$77,000 plus HST	\$1,500 per 10X10 Square foot

A.T. Home Construction start date of the project will be between July 15th – August 1st and will take approximately 4-6 week to complete. A two-year warranty will be provided on labour and 40 years on material.

The Phase 2 St. Mary's Recplex Repair, including siding, windows, flooring and external lighting was part of the 2024-2025 Capital Budget. The siding and window replacement which is covered under this tender/contract is one component of the overall capital project/budget and is within budget.

RECOMMENDATIONS

Council award "Phase 2 Recplex Revitalization" tender to A.T. Home Construction in the amount of \$77,000 plus HST with any unexpected additional repairs at a cost of \$1,500 per 10X10 square foot and in accordance with the terms outlined in the request for proposal document and specified on the bid form.

Accessibility Upgrade of Facilities

Upgrade of St. Mary's Recplex Main Entrance

SUMMARY

The following consideration is a follow up to the initial Accessibility Upgrades to Facilities staff report presented at the Committee of the Whole on May 29th, 2024. After further discussions with the successful contractor, Admiral Glass and Sign Ltd, it was suggested by them that the doorways at the Recplex may be upgraded to drastically increase the curb appeal of the facility.

BACKGROUND

During final inspection and measurements of the St. Mary's Recplex for the accessibility tender, Admiral Glass and Sign Ltd suggested that instead of plain steel doors, the curb appeal and aesthetics of the main could be improved by installing aluminum doors with frosted glass panels instead. This would make the main entrance of the Recplex more inviting and more attractive for the public. The picture of the left is the doors which were originally quoted. The doors on the right are the proposed doors by Admiral Glass and Sign Ltd.



The Aluminum doors would be frosted glass to allow light into the building without effecting the ice surface.

CONSIDERATIONS

A quote was received from the Admiral Glass and Signs Ltd in the amount of an additional \$4,750 plus HST from the original tender price of the project.

Staff Report



This project was approved as part of the 2024-2025 Capital Budget which includes grant funding from the enabling accessibility fund. The additional expenditure falls within the project budget.

RECOMMENDATIONS

That Council approve the additional quote of \$4,750 plus HST to the original tender approved at the COTW on May 29th from Admiral Glass and Signs Ltd., to further upgrade the main doors of the St. Mary's Recplex.

Housing: Next Steps for the Neighborhood Concept Plan

SUMMARY

As part of completing a successful neighborhood concept plan for the approximately 50-acre Sherbrooke parcel PID 37501095, some final council level directions are needed.

BACKGROUND

Project Introduction from May 29, 2024

St. Mary's, May 29, 2024 – In a momentous step towards addressing the ongoing housing crisis, the Municipality of the District of St. Mary's is announcing actionable measures aimed at turning its commitment to challenge the housing crisis into action. Specifically, the Municipality is committing an approximately 50-acre piece of municipal land on the edge of Sherbrooke between Stonewall Park and the St. Mary's Education Centre for housing development.

The Municipality will be launching a request for proposal (RFP) to have a neighborhood concept plan developed for the land. The neighborhood concept plan will facilitate public feedback on best development and housing solutions and support the engagement of developers.

CONSIDERATIONS

- 1.) **Public Feedback:** A municipal survey is currently open to collect public feedback. A valuable part of the RFP and work done by the consultant can be for the consultant to facilitate presentations and collect further public feedback for incorporation into the plan.

Does council have direction on how many sessions they would like to see and the locations?

- 2.) **Long Term Care Home:** Recommended place reserved for the municipality proposed site for the new long term care home: Staff recommend 6 acres, immediately North of the school and attached to Old Road Hill. Reasons: This is the closest location to the current termination of the water and wastewater utilities.

Does Council agree with this recommendation of location?

Staff Report



- 3.) **Utility Access:** While adjustments can be made to the concept plan based on future developments in water and wastewater utility availability at the concept property initial possibilities defined now can provide useful guidance to the concept plan.

Should the RFP state one of the following? That water and wastewater utilities will be available for the:

- a) Long Term care Home only and the rest of the property shall be well and septic*
- b) The Long-Term Care Home and adjacent properties to the home and the rest of the property shall be well and septic*
- c) All the concept property will have water and wastewater available*

- 4.) Name of the Project and the planned development.

*Does council have a process for selecting a name for the project/development?
Could this be part of public engagement?*

Concept Development Timeline

- 1.) Award to winning bidder late July 2024.
- 2.) Focus Groups August 2024.
- 3.) Completed concept materials due back Mid-September 2024.

RECOMMENDATIONS

For discussion and staff planning only

Flag Policy Development

SUMMARY

Introduction: The Municipality of the District of St Mary's recognizes that flags are important symbols of honour and pride and must be treated in a respectful and consistent manner.

The purpose of working to develop a policy is to provide standards for flags flown on municipal property including procedures for raising and lowering flags, as well as procedures for lowering the flags to half-mast, to provide public awareness, and support of equity-seeking groups in the Municipality. This policy is also in place to ensure flag raisings honouring St Mary's diversity occur in a fair, inclusive and equitable manner.

The municipality has identified a need to create *flag policy* that can define what flags are flown, when and where.

BACKGROUND

The Municipality has identified a need to create *flag policy* that can define what flags are flown, when and where. The Municipality will be following the Federal and Provincial Flag Protocol

Organizational Flag Information:

- *Access Awareness Week (Access Awareness Week Flag) May 26th – June 1st*
- *Emancipation Day (Pan-African Flag) August 1st*
- *National Acadian Day (Acadian Flag) August 15th*
- *Pride Month (Progress Pride Flag) Month of June*
- *Day of Truth and Reconciliation (Mi'kmaq Grand Council Flag) September 30th*
- *Transgender Awareness Week (Transgender Flag) November 13th – 19th*

ORGANIZATIONAL FLAGS

Organization	Flag
Pride Flag	
St. John Ambulance Priority of Canada	
Order of St. John	
Duke of Edinburgh Award	
Victorian Order of Nurses	

For flags that are not currently owned by the Municipality an estimated cost per flag required is \$50.

CONSIDERATIONS

1.) Policy: A new policy has been developed for Council's review and consideration.

2.) Budget:

Part One- Purchase a third flagpole to be used for "Organizational" flags as provided by Flag Policy. (ie. Pride, Transgender Awareness Week, Truth and Reconciliation, National Acadian Day, etc.) At a cost of approximately \$4,000 plus HST. (material, shipping and installation).

Part Two- Purchase flags to be owned and displayed by the Municipality, estimated \$50 per flag.

Expenditures for this project would be funded through the Equity Diversity Inclusion and Accessibility line item within the Department of Community Development and Recreation.

3.) Review Approved Organizational Flags: Keeping with the Federal and Provincial Protocol, Council will review and approve which flags are flown. An Organizational flag will never be flown higher than the Canadian Flag.

RECOMMENDATIONS

1. Council agree to adopt the Flag Policy as presented.
2. Council agree to purchase and install a new 25 foot flag pole for the location as stated in the Flag Policy section 3.2.5.

Part 1 Purpose

- 1.1 The Municipality of the District of St. Mary's recognizes that flags are important symbols of honour and pride and must be treated in a respectful and consistent manner.
- 1.2 The purpose of this policy is to provide standards for flags flown on municipal property including procedures for raising and lowering flags, as well as procedures for lowering the flags to half-mast, to provide public awareness, and support of equity-seeking groups in the Municipality.
- 1.3 This policy is also in place to ensure flag raisings honouring St. Mary's diversity occur in a fair, inclusive and equitable manner.

Part 2 Definitions

- 2.1 **"Council"** means the Council of the Municipality of the District of St. Mary's;
- 2.2 **"Equity-seeking group"** means those groups that identify barriers to equal access, opportunities and resources due to disadvantage and discrimination and actively seek social justice and reparation.

Part 3 Flag Protocol

- 3.1 St. Marys will follow the Federal and Provincial practices and protocols for the display and flying of flags.
- 3.2 The following protocol should be followed with respect to the displaying of flags:
 - 3.2.1 Only one flag is to be displayed per pole;
 - 3.2.2 The Canadian Flag should be given the place of honour and as such no flag should be flown or displayed above the Canadian Flag; Hence the Canadian Flag shall be flown on the 30-foot pole located in front of the Municipal Building located at 8296 Highway # 7 (Marine Drive), Sherbrooke NS. The Canadian Flag on this pole shall not be substituted for any other flag.
 - 3.2.3 Flags that are flown together should be approximately the same size.
 - 3.2.4 The St. Mary's Municipal Flag shall always be flown on the municipal flag pole located at the intersection of Old Road Hill and Hwy #7 (Marine Drive)
 - 3.2.5 One additional Flag may be flown (per the standards in this policy) at an additional, flag pole located at the intersection of Old Road Hill and Hwy #7 (Marine Drive)

Part 4 Procedure for flying flags at half mast

- 4.1 The flying of flags at half-mast denotes a period of official mourning or commemoration. The flag is brought to the half-mast position by raising it to the top of the mast and immediately lowering it slowly to half-mast. When one flag is flown at half-mast, all flags flown together should also be at half-mast.
- 4.2 The Municipality of the District of St. Mary's will fly its flags at half-mast in the event of a death or to commemorate a solemn occasion. In consultation with the Warden, the CAO will provide instructions to lower the flags at the on Municipal property.
- 4.3 The Canadian and the Municipal flag will be lowered to half-mast on the day of passing until sunset on the day of the funeral, in memory of the following people:
 - 4.3.1 The sovereign or a member of the sovereign's immediate family
 - 4.3.2 The Governor General of Canada
 - 4.3.3 The Prime Minister of Canada
 - 4.3.4 Former Prime Minister of Canada
 - 4.3.5 The Lieutenant Governor of the Province of Nova Scotia
 - 4.3.6 The Member of Parliament for the Municipality of the District of St. Mary's
 - 4.3.7 A current member of the Legislative Assembly of Nova Scotia who represents the Municipality of St. Mary's riding
 - 4.3.8 The Warden of the Municipality of the District of St. Mary's a former Warden of the Municipality, a current Municipal Councillor.
 - 4.3.9 A Municipality of the District of St. Mary's employee who had died while performing their duties
- 4.4 In keeping with Federal and Provincial protocol, flags will be lowered to half- mast on the occasions provided annually by the Province of Nova Scotia Protocol and Honours Secretariat.
- 4.5 In the event of the death of a Canadian Firefighter or RCMP Officer in the line of duty, the decision to lower the flag on municipal property shall rest with the Warden.
- 4.6 When the flag is lowered to half-mast for one of the reasons described above, notice will be provided of the reason to all staff and Council and posted on the Municipality's website and social media accounts.

Part 5 Honouring Equity

- 5.1 For the following dates/events throughout the year, St. Mary's will fly flags and, and where a flag is raised for the first time, Council may host a ceremony in honour of the recognition:

- 5.1.2 Access Awareness Week (Access Awareness Week)
- 5.1.3 Emancipation Day (Pan-African flag)
- 5.1.4 Pride Month (Progress Pride flag)
- 5.1.5 Transgender Awareness week (Transgender flag)
- 5.1.6 International Transgender Day of Visibility (Transgender flag)
- 5.1.7 African Heritage month (Pan-African flag)
- 5.1.8 Day for Truth and Reconciliation (Mi'kmaq Grand Council flag)
- 5.1.9 National Aboriginal Day (Mi'kmaq Grand Council flag)
- 5.1.10 Mi'kmaq History month (Mi'kmaq Grand Council flag)
- 5.1.11 National Acadian Day (Acadian flag)

These flags shall be purchased and owned by the Municipality.

- 5.2 If a day of recognition falls on a weekend or holiday where the Administration offices are closed, the flag will be raised the regular business day immediately preceding the day of recognition and remain until the regular business day immediately following the day of recognition.
- 5.3 Requests for additional honour flag-raising shall be made writing on the form in Appendix A. a minimum of 60 days in advance of the flag raising event. Council will review applications and make a determination on if the municipality will fly the requested flag. A motion shall be made at Council and recorded in the minutes. Equity seeking groups and/or individuals may host flag raising ceremonies at the designated flag location (see part 3.2.5)
- 5.4 Groups requesting additional honour flag-raising shall provide St. Mary's with the appropriate flag. If a decision is made by Council that a flag shall be flown on a recurring basis, it shall be purchased by the Municipality.
- 5.5 Honour Flags shall be not larger than 36 inches x 72 inches (standard 3' by 6')
- 5.6 Information on honour flags being raised will be provided to staff and Council, and posted on the Municipality's website and social media accounts.

Part 6 The Municipality of the District of St. Marys shall not fly the following flags

- 6.1 Organizations or groups that are political or partisan in nature including political parties and organizations
- 6.2 Organizations that promote hatred, racism, violence or discrimination of any kind
- 6.3 Religious organizations
- 6.4 Commercial entities
- 6.5 The Municipality will not participate in street pole banners, by either providing/purchasing or the hanging of banners due to safety restrictions.
- 6.6 St. Mary's reserves the right to reject any request and/or flag that does not comply with St. Mary's policies or bylaws, or that promote racism, personal discrimination, violence or hatred. Flags shall not promote a point of view or organization of a political, ethical or religious nature or directly encourage or exhibit obvious indifference to unlawful behaviour.

Part 7 Revisions to Policy

- 7.1 The Municipality shall ensure that this policy is reviewed at least every four years and, where necessary, revised. All amendments to this policy will be recorded using Schedule B - Policy Amendments.

APPENDIX A
MUNICIPALITY OF THE DISTRICT OF ST MARY'S
Application for Flying a Flag

Please note: To have an application considered by Council, this form must be submitted at least one month prior to the date requested. Once a decision has been reached, you will be advised through the contact information you provide below. Approved applicants must provide the flag noted in their application at least one week prior to the date of the flag being flown and will be requested to provide a jpg/png file of the flag, along with promotional text/media release information.

Community Organization Requesting Flag to be Flown

Flag to be Flown

Significance of the Flag. If additional space is required, please attach information to the application form. This information may be used in St. Mary's social media posts regarding the flag being flown:

Do you plan on holding a flag raising ceremony?

Municipality of the District of St. Mary's Flag Policy



Please indicate the dates that your organization would like the flag flown, along with a second choice should the first choice be unavailable:

Consideration will be given to the order in which applications are received.

First Choice: _____

Second Choice: _____

Contact Person: Please provide full name and contact details including cell phone number.

Signature of Applicant

Date

SCHEDULE B "Policy Record"

This policy will be reviewed at least once annually. The "Policy Review Record" will be updated accordingly to reflect policy review and amendment dates.

Date of Review	Section(s) Updated	Council Approval Date
COTW - June 19, 2024	Adoption of Policy	July

Motion Approved at Monday, date - Regular Council Meeting:

Recommendation from Committee of the Whole – date

On motion of _____, and seconded by _____, Council approved the Flag Policy. Motion approved.



HALF-MASTING DATES 2024

The Protocol and Honours Secretariat will send a directive to half-mast for the following annual commemorations:

Tuesday April 9th

Battle of Vimy Ridge

Thursday April 18th and Friday April 19th

Commemoration of the Mass Casualty in Nova Scotia, 2020

Sunday April 28th

Day of Mourning for persons killed or injured in the workplace

Sunday June 23rd

National Day of Remembrance for Victims of Terrorism

Sunday September 8th (Second Sunday in September)

Firefighters National Memorial Day

Sunday September 29th (Last Sunday of September)

Police and Peace Officers' National Memorial Day

Monday September 30th

National Day for Truth and Reconciliation

Monday November 11th

Remembrance Day

Friday December 6th

Commemoration of the Halifax Explosion, 1917

National Day of Remembrance and Action on Violence Against Women

Prepared by: C.P. McCreery

Executive Director – Protocol and Honours Secretariat

21 December 2024

Low Carbon Communities Grant Application

SUMMARY

Low Carbon Communities is a provincial grant providing funding to support municipalities in reducing their greenhouse gas emissions. The purpose of the funding is to help fund the feasibility studies required prior to implementing capital projects. With this funding the Municipality of the District of Saint Mary's could conduct a community solar feasibility study. This study would be the first step to developing community solar in the municipality. If community solar is feasible this could lead to financial savings for the municipality and residents through decreased energy costs, help the municipality reach their GHG reduction target, and increase energy security in the region.

BACKGROUND

Solar gardens are large arrays of solar panels installed in a single location, such as on open land or expansive rooftops. These installations generate electricity that is fed into the provincial grid, providing power to multiple homes. Individuals and businesses can subscribe to receive energy from this communal source. Investing in community solar offers several significant benefits:

- 1. Revenue:** Community solar projects can generate revenue for municipalities by participating in programs like the Department of Natural Resources and Renewables Community Solar Program. Under this program, Nova Scotia Power (NSP) purchases the electricity produced by these solar facilities. The purchase rate, historically up to \$0.22 per kWh, is negotiated between NSP and the Municipality.
- 2. Energy Affordability:** Subscribers benefit from lower energy bills through credits from NSP for the solar energy they consume. This typically results in savings of around \$0.02 per kWh, with higher savings in the summer and lower in the winter. This model reduces energy costs for residents, businesses, and municipalities. It also lowers financial barriers for those who can't afford the upfront costs of individual solar installations or live in unsuitable locations for solar panels.
- 3. Energy Security:** Diversifying energy sources by adding solar power enhances grid resilience. This diversity helps maintain a consistent energy supply, reducing vulnerability to disruptions.
- 4. GHG Reduction:** MODSM aims to cut emissions by 53% from 2005 levels by 2030 and achieve net-zero emissions by 2050, as outlined in the Municipal Climate Change Action Plan. Pursuing municipal renewable energy projects, like solar gardens, is crucial to meeting these targets and was identified as a high impact item in the plan. The recent Land

Development Committee What We Heard report also prioritizes GHG reduction and suggests consulting with experts to assess the feasibility of community solar projects and reserving municipal land for such developments.

To successfully pursue a community solar project, the first essential step is conducting a solar feasibility study. This study is crucial as it minimizes financial risks for the municipality and is a prerequisite for participating in the Community Solar Program.

With the municipality already having identified a promising 20-acre site in Trafalgar, equipped with 3-phase power (as pinpointed by the Land Use Committee), the feasibility study could primarily focus on this location. However, it may also be prudent to evaluate additional sites to ensure the best possible outcome.

The feasibility study will assess various factors, including but not limited to:

- Site Investigation: Provide summary of site layout, limitations, accessibility, existing structures, equipment, and possible issues. Could also investigate multiple sites.
- Interconnection Investigation: Review of electrical equipment for each site and determine the interconnection with the proposed solar installation. At minimum consider preliminary hosting capacity of local distribution lines.
- Solar Design: Size and design system for maximum solar production.
- Energy Model: Complete an energy model for the site. At minimum, evaluate the estimated annual energy production for each site and proposed solar array.
- Cost Estimates: Provide a cost estimate for proposed system. At a minimum this would include the cost for design and installation of the system, payback period, & annual operating/maintenance costs. Could also consider any potential electrical/ structural/ geotechnical requirements.
- Funding Suggestions: Provide suggestions for partnerships, funding, and programs.
- Include a preliminary engineering and geotechnical study of the site, as required by the Community Solar Program.
- Subscription model: Could include investigating the number of potential subscribers and subscribers' management process. This may be able to be done through municipal staff and requires minimal capacity.

A solar feasibility study can provide detailed financial planning and a return on investment (ROI) analysis. However, for an initial estimate, consider the following scenario: If St. Mary's opts to build a 500 kW solar system—the smallest system eligible under the Community Solar Program—the estimated construction cost would be around \$1,000,000. This system is expected to generate approximately 788,400kWh annually (with a system capacity factor of ~18%), sufficient to power about 70 homes. Assuming a power purchase rate of \$0.20 per kWh (based on rates awarded to other municipalities by NSP), the annual revenue from this project would be \$157,680. This translates to a payback period of about 6.34 years,

excluding interest. Furthermore, leveraging funding opportunities such as the Green Municipal Fund's Community Energy Systems funding, which can cover up to 80% of project costs, could significantly reduce the payback period to approximately 1.27 years.

The Low Carbon Communities program provides an excellent opportunity for the municipality to obtain the necessary funding for a solar feasibility study. Offered by the provincial government, this program supports communities in preparing for capital projects that reduce GHG emissions. It covers four funding categories: clean buildings, clean electricity, clean transportation, and clean energy education. MODSM would apply for funding under the "clean electricity" category to conduct the solar feasibility study. This category offers up to 75% of the total eligible project costs, with a maximum grant of \$75,000. Given the scale and significant upfront costs associated with a community solar garden, it is crucial to perform a thorough feasibility study to mitigate financial risks. Therefore, MODSM should consider applying for the full \$75,000 available through the LCC program. The deadline to submit an Expression of Interest for this funding is June 24, 2024.

CONSIDERATIONS

The Low Carbon Communities grant is a 75% funded grant. It is suggested that the municipality apply to receive the maximum amount of funding \$75,000, the Municipality will be responsible to contribute \$25,000, totalling a \$100,000 project.

Although the capital solar planning project was not part of the 2024-2025 Capital Budget staff are recommending it can be funded through the Capital Reserve Fund in the amount of \$25,000.

RECOMMENDATIONS

That Municipal council approve and support the application for the 2024 Low Carbon Communities grant to conduct a community solar feasibility study with funding for the project to be allocated from the Capital Reserve Fund.

Sherbrooke Village and MODSM

Memorandum of Agreement

SUMMARY

The Municipality of the District of St. Mary's and The Nova Scotia Museum & Sherbrooke Restoration Commission Operating Sherbrooke Village have a Memorandum of Agreement for access, maintenance, and security as well as insurance indemnity.

BACKGROUND

The Municipality of the District of St. Mary's and the Sherbrooke Restoration Commission have a Memorandum of Agreement for both parties effective for five years beginning on the date of both parties' signatures. In this agreement, it covers access, maintenance, and security of the property. The Municipality will be able to offer events and programming to the public on museum grounds.

CONSIDERATIONS

Key agreement features

- 1.) This will be a 5-year agreement with ability to renew for 10 years
- 2.) Agreement can be terminated with 30 days notice by either party
- 3.) The municipality is required to maintain 5 million in commercial liability insurance

RECOMMENDATIONS

That the Municipal Council accepts the new Memorandum of Agreement with The Nova Scotia Museum & Sherbrooke Village Restoration Commission, Operating Sherbrooke Village and Municipality of the District of St. Mary's as presented. Further that municipal council authorizes the warden to sign the agreement on behalf of the municipality.

MEMORANDUM OF AGREEMENT

This Agreement made on the __th day of June, 2024

BETWEEN:

**THE NOVA SCOTIA MUSEUM & SHERBROOKE RESTORATION COMMISSION,
OPERATING SHERBROOKE VILLAGE (THE “MUSEUM”)**

-and-

**THE MUNICIPALITY OF THE DISTRICT OF ST. MARY’S
(THE “MUNICIPALITY”)**

WHEREAS, the Museum is a body corporate established under the Nova Scotia Museum Act and is entering into this agreement on behalf of the Province of Nova Scotia and where any reference to the Museum in this agreement means the Nova Scotia Museum as agent for the Province of Nova Scotia;

AND WHEREAS, the Museum operates Sherbrooke Village as a seasonal, wholly owned and managed museum located in Sherbrooke, as an agent for the Province of Nova Scotia;

AND WHEREAS, the Municipality offers community events for the enjoyment of residents and visitors;

AND WHEREAS, the Museum and the Municipality are desirous offering a schedule of public events on the Museum grounds then;

In consideration of the mutual obligations contained in this agreement, the Museum and the Municipality agree as follows:

1. Access, Maintenance and Security

1.1. The Museum shall:

- a. allow the Municipality to offer events and programming to the public on the Museum grounds including but not limited to those listed on Schedule A;
- b. have sole discretion as to when the gates to the property will be open and closed;
- c. collaborate with the Municipality on opportunities for using the museum grounds and developing events and programming to benefit the community; and
- d. have sole discretion to approve or disapprove the suitability or schedule of each event or program.

1.2. The Municipality shall:

- a. assume all costs related to this agreement;
- b. provide a minimum of two-week notice of programs including details on schedule, rain dates, nature of the event, expected attendance, and supervision;
- c. be responsible for compliance and enforcement of any by-laws or regulations, including public health regulations, that may apply to use of the grounds for recreation events or programming;
- d. provide advanced notice when access to the museum grounds is required;
- e. be responsible for any litter clean up and damage to the grounds related to events and programming;
- f. ensure the main gate, main roadway, and parking lot on the Museum property remain unimpeded and accessible at all times;
- g. ensure that events and programming do not obstruct museum visitors, other users of the grounds, and other community partners;
- h. understand that washrooms located inside the museum may not be available for program and event participants and organizers; and
- i. arrange for and maintain a portable washroom at a location and at times that are acceptable to both parties.

1.3. Responsibility for Collections and Museum Assets

1.3.1. The Museum is responsible for Provincial Collection artifacts and heritage assets in its care. Sherbrooke Restoration Commission and the Nova Scotia Museum (NSM) are guided by established professional standards and ethics regarding Collections care. The Executive Director, delegated through the Manager of Collections, Curator or designate, is responsible for ensuring that anyone who works with the Collection is aware of policies and procedures. Museum staff and Municipality staff or volunteers must follow these procedures in a manner consistent with the NSM's Collections Management Policies & Procedures Manual and the Canadian Museums Association's Ethics Guidelines.

1.3.2. All staff and volunteers are responsible for maintaining the security and integrity of building assets and the Collections at Sherbrooke Village. Staff and volunteers will maintain historic spaces and artifacts in an environment conducive to preservation. This includes loss and breaches of security. Staff and volunteers must document and immediately report any suspected or confirmed loss or damage to artifacts, buildings, collections and other heritage assets to Sherbrooke Village Management.

1.3.3. The Museum has full and final authority to limit access to spaces to maintain the integrity and preservation of assets and Collections in its care.

1.4. Cancellation

1.4.1. Events and programs may be suspended or cancelled by either party for safety reasons and will not resume until both parties agree it is safe to do so.

2. Insurance

- 2.1. The Municipality shall, without limiting their obligation or liabilities and at their own expense, provide, maintain, and pay for, any and all insurance, in amounts and types as further set out in this agreement, or which it is required by law to carry, or which WHRM considers necessary to cover risks not otherwise covered by insurance specified in this agreement.
- 2.2. The Museum makes no warranty that the minimum limits required pursuant to this agreement are sufficient to protect the Municipality from liabilities that could arise out of the performance of the agreement by the Municipality, its agents, representatives, employees or subcontractors.
- 2.3. The Municipality shall ensure the following:
 - a. all insurance must be primary and not require the sharing of any loss by any insurer of the Province or Sherbrooke Restoration Commission;
 - b. all insurers must be licensed in Canada in forms and amounts acceptable to the Province;
 - c. all policies must be endorsed to provide the Province with thirty (30) days advance written notice of cancellation or material change;
 - d. if this insurance is written on a claims-made basis it must include the option to purchase an extended reporting period of twenty-four (24) months beyond the date of cancellation or expiry of this agreement;
 - e. The Municipality must cause all subcontractors performing this work to provide to the Municipality a certificate of insurance confirming the required coverage, or upon request by the Province or Sherbrooke Restoration Commission, provide a certified copy of the required insurance policy;
 - o The Municipality must provide the Province and Sherbrooke Restoration Commission with evidence of all required insurance in the form of a completed certificate of insurance:
 - i which is to be submitted to the Province for review and acceptance within thirty (30) days of the date of entering into this agreement;
 - ii if the insurance expires before the end of the term of this agreement, within ten (10) working days of expiration, and
 - iii notwithstanding (i) or (ii) above, if requested by the Province at any time, the Municipality must provide to the Province certified copies of the required on insurance policies within five (5) days.
- 2.4. The Municipality shall purchase and maintain Commercial General Liability insurance in an amount not less than \$5,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this agreement and this insurance must:

- a. include “His Majesty the King in Right of the Province of Nova Scotia” and “Sherbrooke Restoration Commission” as an additional insured;
- b. be endorsed to provide the Province and the Commission with 30 days advance written notice of cancellation or material change;
- c. include a cross liability clause; and
- d. confirm products and completed operations liability insurance;

2.5. The Municipality shall purchase and maintain Automobile Liability insurance on all vehicles owned, operated, leased, or licensed by the Supplier/Service Provider in an amount not less than \$5,000,000 per occurrence.

2.6. The Municipality shall Maintain Worker’s Compensation insurance, for all Municipal employees, in full force and effect in accordance with the requirements of the Province at all times when this agreement is in effect and confirm the coverage to the Province in a form and content at times as required by the Province.

3. Indemnity

3.1. The Municipality agrees that the Museum shall not be liable for any injury (including sickness, disease or death) or damage to any officer, servant, employee, agent, contractor, guest or invitee of the Municipality, or for the loss or damage to the property of the the Municipality or its officers, servants, employees, agents, contractors, guests or invitees which may occur on the premises or be in any manner based upon, occasioned by or in any way attributable to the Municipality’s use and occupation of the premises, unless the injury, loss or damage was caused by the negligence of an employee of the Museum while acting within the scope of his or her employment.

3.2. The Municipality shall at all times indemnify and save harmless the Museum from and against all claims, demands, losses, costs, expenses, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner, wholly or in part, based upon, occasioned by or attributable to the negligence of the WHRM, its officers, employees, agents or contractors.

4. Term and Effective Date

4.1. The term of this agreement is for a period of five (5) year, beginning on the date of the final party’s signature (“the Term”), unless terminated earlier in accordance with any other provision of this agreement.

Semi-annual Progress Meetings

4.2. In the spring and fall, representatives from the Museum and the Municipality shall attend a semi-annual meeting to discuss any issues arising from events and programming offered by the Municipality on the Museum grounds. The semi-annual meetings shall be scheduled in May and October unless the parties agree otherwise.

5. Dispute Resolution

- 5.1. If a dispute arises out of, or in connection with this Agreement, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.
- 5.2. All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

Authority to Settle

- 5.3. The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to settle the dispute or will have a rapid means of obtaining the requisite authorization.

No Effect on Rights of Cancellation

- 5.4. These clauses shall not affect any of his Majesty's rights of cancellation or termination contained in Sections 3 of the License Agreement between Sherbrooke Restoration Commission and the Province of Nova Scotia.

6. Renewal

- 6.1. This agreement may be renewed upon the parties’ mutual consent for an additional term not to exceed ten (10) years or beyond the term of the Museum’s License Agreement (March 31st, 2044). Discussions will take place no later than six (6) months prior to the expiry of this Agreement to renew or renegotiate a future agreement. If the Municipality fails to notify the Museum prior to expiration, the Municipality shall be deemed to have agreed on the termination hereof, and the Museum shall be entitled to take any action without assuming any liability for breach of contract.

7. Termination and Amendment

- 7.1. Both parties agree to review this agreement before the end of the agreement period to consider renewal, revision, and termination.

- 7.2. The terms of this agreement may be amended by both parties in writing, and any amendments must be signed by authorized representatives of both parties.
- 7.3. Either party may terminate this agreement by providing 30 days written notice to the other party. In the event of termination, the Municipality shall, if required by the Museum, promptly remove all Municipal property from the Museum premises.

8. Public and Media Relations

- 8.1. The content and timing of any promotional statement regarding programming made to the media or the public shall be mutually approved by both parties.
- 8.2. Publicity and any recognition surrounding the events and programming shall acknowledge the close cooperation and partnership of all parties to the agreement.

9. Notice

- 9.1. All notices and communications regarding this agreement are to be delivered to the following contacts by phone or email:

The Museum

Name York Lethbridge
 Position Executive Director
 Address 42 Main Street
 Sherbrooke, NS B0J 3C0
 Phone 902 522-2400
 Email york.lethbridge@novascotia.ca

The Municipality

Name _____
 Position _____
 Address _____

 Phone _____
 Email _____

10. General

- 10.1. Neither party may assign, transfer or sub-contract this agreement, in whole or in part, to another entity without the other party's prior written consent.
- 10.2. This agreement does not create a lease or any interest in real property.
- 10.3. All improvements to the property vest in the Museum; any moveable improvements remain the property of the Municipality
- 10.4. The parties are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party has any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party.

- 10.5. This agreement is governed by the laws of the Province of Nova Scotia.
- 10.6. This agreement will become effective when all parties have signed it. Each party is signing this agreement on the date stated opposite the party's signature.

[Remainder of Page Intentionally Blank, Signing on Next Page]

NOVA SCOTIA MUSEUM

By:

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

Date: _____

By:

Date: _____