

Joint Town and County Council Meeting
Wednesday, February 19, 2025, 6:00 PM
Town Council Chambers
274 Main Street
Antigonish, NS

AGENDA

1. Welcome and Introduction – Mayor and Warden
2. Approval of Agenda
3. Approval of November 29, 2023 Joint Council Committee Minutes
4. Presentations
 - 4.1 Housing Accelerator Fund (HAF) Presentation – Denise Dunn, HAF Coordinator
 - 4.2 Antigonish Regional Emergency Management Organization (AREMO) update - Blaise MacDonald, EMO Coordinator
 - 4.3 Sewer/Water Capacity Presentation – Kyle Meisner P.Eng., Director of Public Works
5. Adjournment

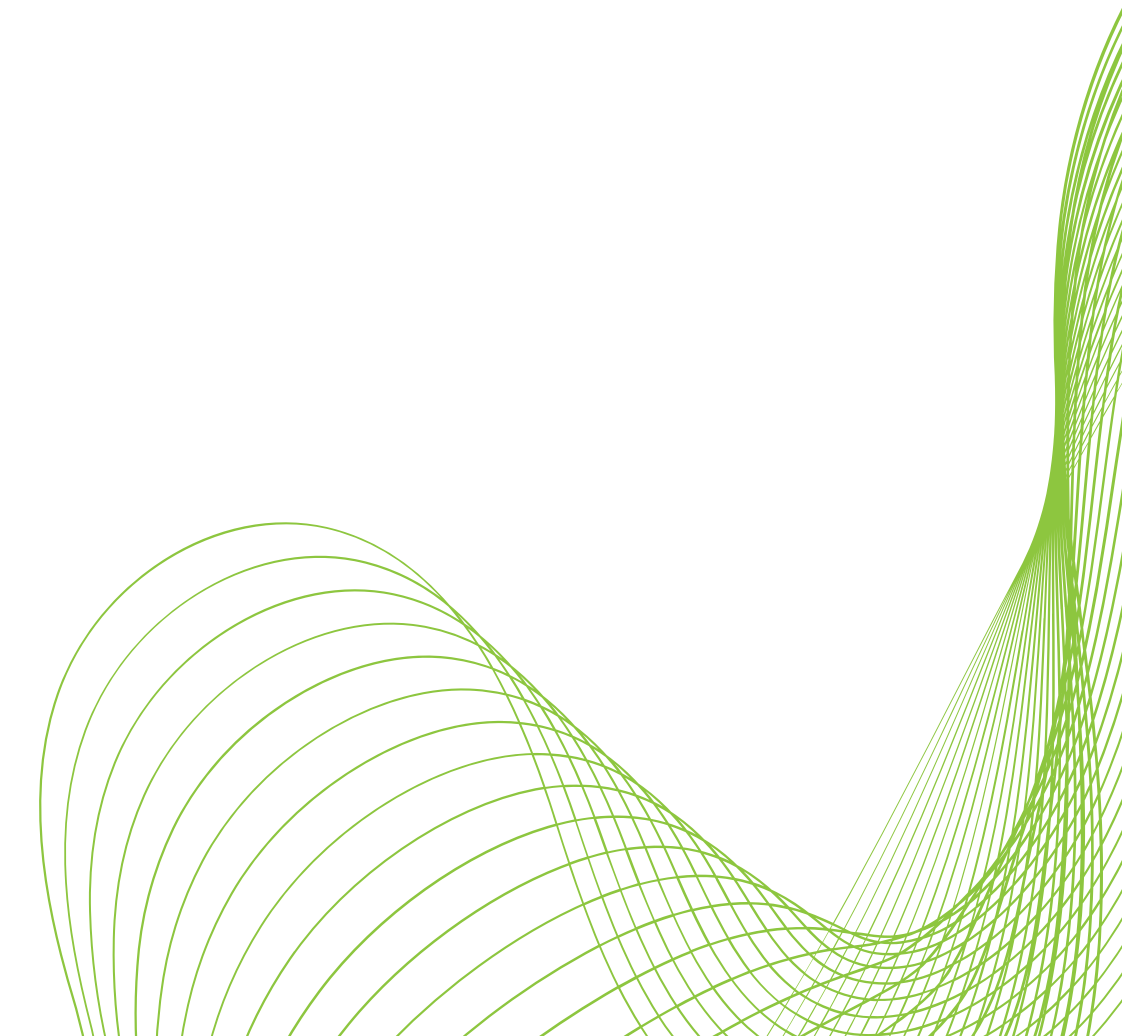


Housing Accelerator Fund

Overview

Denise Dunn

Housing Accelerator Fund Coordinator



Introduction

CMHC's Housing Accelerator Fund

- \$4.4 billion federal initiative
- National Housing Strategy (2018–2028)
- Funding direct to local governments

Purpose

More Housing Faster

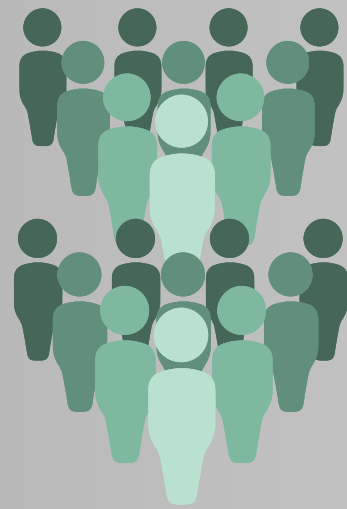
- Remove barriers & encourage local initiatives to build more homes, faster
- Increase housing supply
- Supporting more affordable, diverse and climate-resilient development

Housing Crisis

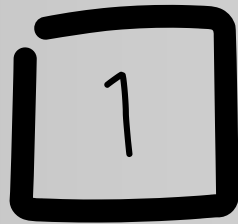
How did we get
in this mess?



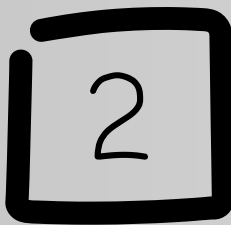
Canada pop. 1971
22 million



Canada pop. 2025
41.6 Million



We are building fewer homes since 1970s



Canada's population doubled since 1971



We, collectively, stopped investing in nonmarket housing in early 1990s

AFFORDABLE HOUSING FUNDED BY THE FEDERAL GOVERNMENT (NEW AND ACQUIRED UNITS), BY PROGRAM, 1946-2019

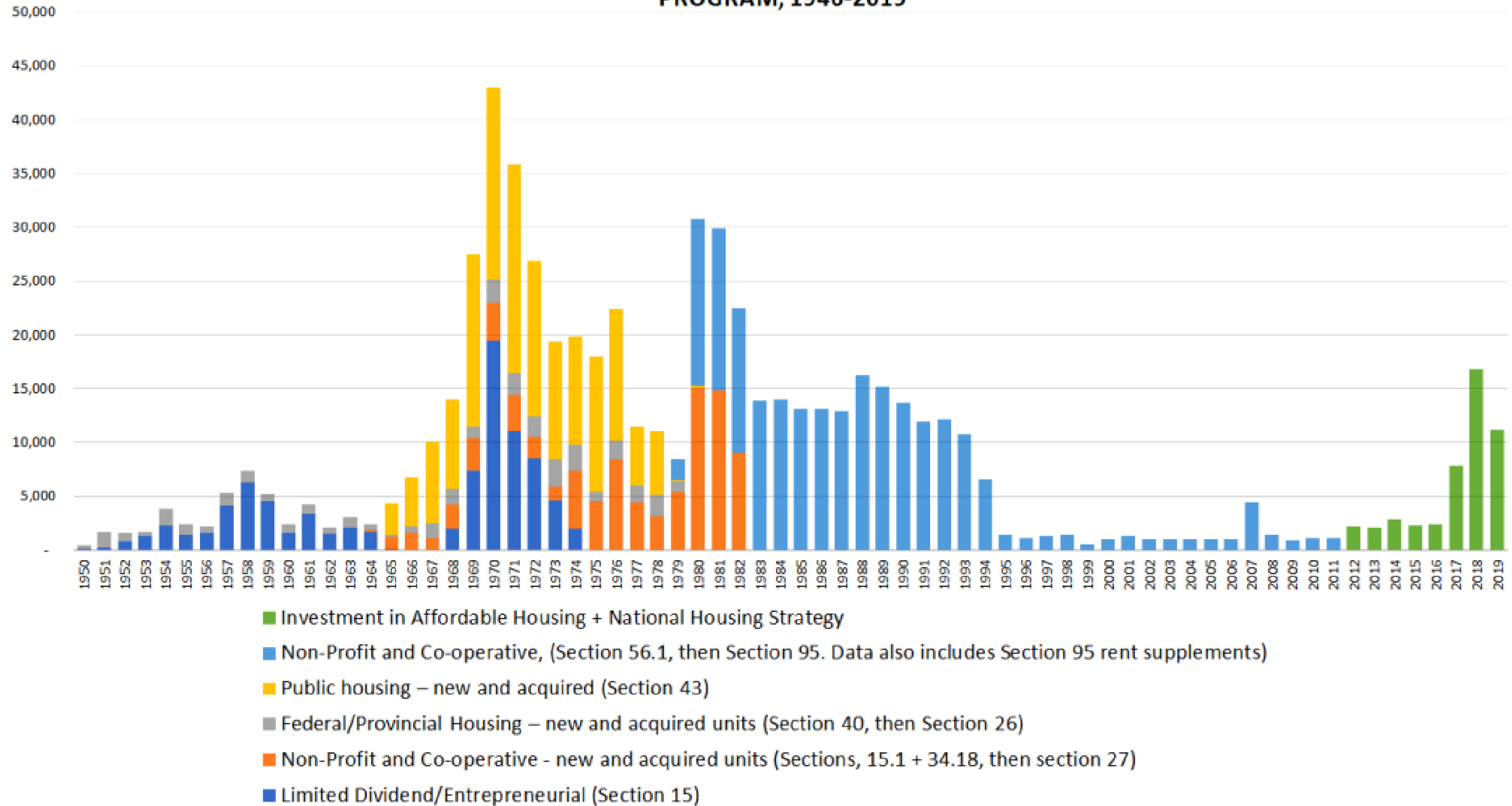


Chart by Brian Clifford; Data from CMHC "Canadian Housing Statistics, 1955-2012" and CMHC *Progress Report on Housing Investments* (2021).

What is Affordable housing?

In 2005, There Were 41 Communities Where a Middle-Class Family Could Afford to Buy a Home. Today, There's Only Nine

February 11, 2025

**WHAM
SCORE**

Weekly Housing Affordability Metric

1

Income needed for 20% downpayment

2

5 years of mortgage payments

3

Median weekly wage for 25-54 year olds

4

Home prices

Source: Missing Middle Initiative Missing Middle Initiative, Dr. Mike Moffatt, economist & professor of Business, Economics and Public Policy, Ivey Business School, Western University

Affordability

Deeply Affordable

Affordable

Unaffordable

Deeply Unaffordable

You Will Never Own a Home

WHAM score

under 100

100-150

150-200

200-250

above 250

In 20 years Halifax-Dartmouth went from "Affordable" to "Deeply unaffordable"

Deeply Unaffordable Markets	Prov	2005 WHAM	2025 WHAM	Chg
Huron_Perth	ON	101	203	102
Kingston_and_Area	ON	126	204	78
Windsor_Essex	ON	126	212	86
Halifax_Dartmouth	NS	137	213	76
Niagara_Region	ON	108	224	116
London_St_Thomas	ON	101	226	125
Peterborough_and_Kawarthas	ON	129	227	98
Woodstock_Ingersoll	ON	103	228	126
Kawartha_Lakes	ON	126	230	104
Calgary	AB	142	231	90
Brantford_Region	ON	104	238	134
Montreal_CMA	QC	138	240	103
Northumberland_Hills	ON	128	246	118

What is Affordable housing?

Canada Mortgage & Housing Corporation's Housing Continuum



Province of Nova Scotia's

HOUSING SPECTRUM



Housing Needs Assessment

Key takeaways

Housing shortage: 305 units
(as of 2022, both market & nonmarket)

Population growth: 7% growth
(2016-2021; faster than provincial rate of 5%)

Households: 10% increase

Non-market housing: 146 units
(27 family; 119 seniors)

Students & housing: 16% increase

Short-term rentals: less than 1%

Shelter costs: 57% increase
(home prices 2019-2022 vs. 3% between 2016-2019)

Affordability: fallen*

Housing Needs Assessment

MUNICIPALITY OF THE COUNTY OF
ANTIGONISH

Key takeaways

Housing shortage: 540 units
(as of 2022, both market & nonmarket)

Population growth: 3% growth
(2016-2021; slower than provincial rate of 5%)

Households: 12% increase

Non-market housing: 71 units
(6 family; 65 seniors)

Students & housing: 16% increase

Short-term rentals: 1%

Shelter costs: 36% increase
(home prices 2019-2022 vs. 33% between 2016-2019)

Affordability: fallen*

Let's Take Action!

More
Housing
Faster

Total for both Contribution Agreements

\$3.2 Million

Municipality of the County of Antigonish

\$1.9 Million

Town of Antigonish

\$1.3 Million

Initiatives

MUNICIPALITY OF THE COUNTY OF
ANTIGONISH

1. Asset Management Planning
2. Modernization of the Permitting Process*
3. Source Water Planning & Protection
4. Active Transportation Connector
5. Residential Improvements Bylaw
6. Accessory Dwellings
7. Community Transit *
8. Non-Profit Affordable Housing Grant Program

THE TOWN OF
ANTIGONISH

1. MPS Review High Density
2. Modernization of the Permitting Process*
3. Protection of Source Water
4. Town Services Grant Program
5. Community Transit*

**shared initiative between both municipal units*

Timeline

2023-2027

January 2024

Contribution Agreements with CMHC signed

March 2024

Housing Accelerator Fund Agreement b/w Town & County signed

June 2024

Housing Accelerator Fund Coordinator Hired

September 2024

Partnership Agreement b/w Town, County & Eastern District Planning Commission signed

October 2024

Municipal Election

November 2024

Provincial Election

March 2025

First HAF Annual Report for CMHC due

Goals

More Housing Faster

THE TOWN OF
ANTIGONISH

Permit 20
SD units by 2027*

Permit 53
Mu/MM units by 2027*

MUNICIPALITY OF THE COUNTY OF
ANTIGONISH

Permit 155
SD units by 2027*

Permit 225
Mu/MM units by 2027*

Permit 20
affordable units by 2027*

THE TOWN OF
ANTIGONISH
MUNICIPALITY OF THE COUNTY OF
ANTIGONISH

Projected 93 units
by 2027*

Projected 270 units
over 10 years*

SD: Single Detached

Mu/MM: Mixed-use/ Missing Middle

**more than status quo based on average annual number of units permitted 2018-2022*



Denise Dunn

Housing Accelerator Fund
Coordinator

Phone Number

902 – 968 – 1227

Email Address

denise.dunn@antigonishcounty.ca



THIS AGREEMENT made this 27th day of January, 1995

BETWEEN:

TOWN OF ANTIGONISH, a body corporate, pursuant to the provisions of the Towns Act, R.S.N.S. 1989, c. 472 (as amended);

Hereinafter called the "Town"

OF THE ONE PART

- and -

MUNICIPALITY OF THE COUNTY OF ANTIGONISH, a body corporate, pursuant to the provisions of the Municipal Act, R.S.N.S. 1989, c. 295 (as amended)

Hereinafter called the "County"

OF THE OTHER PART

Part 1.00 - RECITALS

WHEREAS

- 1.01 The Town is the owner and operator of a sewage treatment plant which, at present, serves to treat all sanitary sewage from within the Town and from areas in the County.
- 1.02 The Town has in place sanitary sewerage and storm drainage conveyance systems in and around the Town of Antigonish.
- 1.03 The County has in place a sanitary sewage conveyance system in areas around the Town, and within the boundaries of the Town.
- 1.04 The County is desirous of having continued use of the aforementioned Sewage Treatment Plant and Town conveyance system.
- 1.05 The Town is desirous of having continued use of the County conveyance system.
- 1.06 Both Municipal Units have agreed to allow the other to use its assets for the consideration and under the terms and conditions hereinafter set forth.

- 1.07 Both parties are desirous of certain works to be undertaken which will improve the efficient flow of sanitary sewage to the Sewage Treatment Plant;
- 1.08 Both parties are desirous of certain works to be undertaken which will assist in the removal of storm drainage flows from the sanitary sewer system;
- 1.09 Both parties are desirous of carrying out certain works that will improve and expand the existing Sewage Treatment Plant;
- 1.10 Both parties are desirous of establishing a formula in order to cost share the capital and operating expenditures of the Sewage Treatment Plant.
- 1.11 The parties hereto have agreed to enter into this agreement to define certain of the rights and responsibilities of each of the parties in relation to the use, operation and maintenance of the Sewage Treatment Plant and the sewerage systems carrying effluent to same systems, comprising such assets as all property, rights of way, easements, structures, pipes, valves, connections, filters, pumps and other equipment necessary for the operation of the sewer systems (hereinafter called the "Assets").
- 1.12 The Sewage Treatment Plant improvements will allow for the treatment of 1.8 million gallons (U.S.) of sewage per day on average and that the maximum sewage that will be treated from the County under this agreement is 600,000 gallons (U.S.) per day on average.

WITNESSETH THAT in consideration of the sum of Ten Dollars (\$10.00) paid by each party to the other party, the mutual covenants and agreements contained herein, the Parties agree as follows:

PART 2.00 - DEFINITIONS

- 2.01 In this Agreement the Parties mutually agree to the following definitions:
- (a) "Town" shall mean the Town of Antigonish.
 - (b) "County" shall mean the Municipality of the County of Antigonish.

- (c) "Assets" means the property defined in Clause 4.00 herein.
- (d) "Domestic Sewage" shall mean any liquid waste other than storm sewage containing animal, vegetable or mineral matter in solution or in suspension whose strength in BOD's is 220 milligrams per litre or less.
- (e) "Biochemical Oxygen Demand" (abbreviated as BOD) shall mean the quantity of oxygen (expressed in milligrams per litre) utilized in the biochemical oxidation of organic matter contained in sewage, over a period of five (5) days at twenty degrees centigrade (20°c), as determined in accordance with "Standard Methods".
- (f) "Tendered Costs" shall mean: a) the full amount of that contract price accepted by the appropriate Municipal Unit where the contract price is submitted through a public tender call; and b) any other costs associated with the project including legal, engineering and supervision charges.
- (g) "In Whole" shall mean 90% or greater.
- (h) "In Part" shall mean less than 90%.
- (i) "Costs" shall mean net costs.
- (j) "On Average" as used in Clauses 3.04, 5.09 and 14.02 shall mean the sewage load from the County determined by way of flow monitoring for a period of at least 60 consecutive days during the months of April, May, August and September of the same year.
- (k) "Senior Government" means either (or both) the Provincial Government or the Federal Government.

PART 3.00 - OPERATIONS

- 3.01 The Town shall provide a sewage treatment facility at Antigonish, Nova Scotia, to be used in common with the County subject to the terms and conditions hereinafter set forth.

- 3.02 The Town and County shall provide access and use of common conveyance systems to each other subject to the terms and conditions hereinafter set forth.
- 3.03 The Town and County shall comply with all applicable Provincial and Federal legislation, rules and regulations respecting the operation of the Sewage Treatment Plant and the sanitary sewage conveyance system.
- 3.04 The County shall be entitled to discharge up to 600,000 gallons (U.S.) per day on average into the Town's sewage system.
- 3.05 The County shall be entitled to extend the sewage collection system, subject to Clauses 3.04 and 14.00 of this Agreement.

PART 4.00 - ASSETS

- 4.01 The assets depicted in Schedule "A" and generally described as follows shall be the property of the Town and hereinafter called the "Town's Assets":

All of that property and fixtures on or through which sewage is transported, or controlled within the boundaries of the Town and those in the County generally located at the western end of Highland Drive and to the east of Thompson Street to Arbor Drive but excepting those similar facilities previously installed by the County and located as follows:

- (a) Extending from Arbor Drive to College Street to the north of MacLellan Street and onward to the Wrights River at Main Street and onward to the Sewage Treatment Plant.
- (b) Extending from the West River at St. Andrews Street to the south side of the Lands and Forest property along the back of the buildings.
- (c) Extending from the corner of Lochaber Road and the Trans Canada Highway across the lands of St. F. X. University to the east side of the Oland Centre.

- (d) Extending from the Mall Entrance to the Trans Canada Highway.

4.02

The assets depicted in Schedule "A" and generally described as follows shall be the property of the County and are hereinafter called the "County's Assets":

All of the property and fixtures on or through which sewage is transported or controlled within the boundaries of the County excepting those generally located at the western end of Highland Drive and to the east of Thompson Street to Arbor Drive and including those similar facilities previously installed by the County located in the Town as follows:

- (a) Extending from Arbor Drive to College Street to the north of MacLellan Street and onward to the Wrights River at Main Street and onward to the Sewage Treatment Plant.
- (b) Extending from the West River at St. Andrews Street to the south side of the Lands and Forest property along the back of the buildings.
- (c) Extending from the corner of Lochaber Road and the Trans Canada Highway across the lands of St. F. X. University to the east side of the Oland Centre.
- (d) Extending from the mall entrance to the Trans Canada Highway.

4.03

The Town is responsible for the maintenance and repair of the Town's assets.

4.04

The County is responsible for the maintenance and repair of the County's assets.

4.05

Any necessary maintenance and repairs shall be carried out by the responsible party promptly and with due diligence.

4.06

The Town and County agree to consider transferring ownership of sewer lines such that all lines located within the Town become the property of the Town and all lines within the County become the property of the County.

PART 5.00 - OPERATING COSTS

5.01 (A) Sewage Treatment Plant

In this clause "costs" include all expenditures made by the Town associated with the operation, improvements as required for efficient operation, management and maintenance of the Sewage Treatment Plant but not so as to limit the generality of the foregoing; all capital improvements of a routine maintenance nature, monitoring costs, claims for damage or fines for polluting leaks from the plant (excepting claims for damages resulting from negligence on the part of any employee of the Town), or other costs which may arise from time to time, all forms of compensation paid to employees and others involved in the care and upkeep of this plant, treatment costs and any environmental insurance acquired in respect of the site. Operating costs which vary principally according to the quantity of sewage handled by the treatment plant (eg. power and chemicals) are referred to herein as "variable operating costs". Operating costs which do not vary in proportion to flow (eg. personnel, insurance and capital improvements of a routine maintenance nature) are referred to herein as "fixed operating costs".

5.02 (B) Conveyance

In this clause costs include all expenditures made by the Town or the County in connection with the operation, maintenance related improvements, management and maintenance of common use sewerage lines but not so as to limit the generality of the foregoing: sewer cleaning and testing of manholes and pipe, video services, claims for damage or other costs which may arise from time to time, all forms of compensation paid to employees and other employed in the care or upkeep of this conveyance system and any environmental insurance acquired in respect of the assets.

5.03 (A) Sewage Treatment Plant - Sharing of Variable Operating Costs

Variable operating costs associated with the sewage treatment facility shall be borne by the Town and the County in the proportions set out in Schedule "B" attached hereto.

(B) Sewage Treatment Plant - Sharing of Fixed Operating Costs

Fixed operating costs associated with the sewage treatment facility shall be borne by the Town and the County in the following proportions:

(i) two thirds (2/3) of the said costs shall be paid by the Town, and

(ii) one third (1/3) of the said costs shall be paid by the County.

5.04 All costs associated with the operation of the Town's common use sewerage lines as per Section B of the Operating Costs shall be borne by the Town and the County in the proportions set out in Schedule "B" attached hereto.

5.05 All costs associated with the operation of the County's common use sewerage lines as per Section B of the Operating Costs shall be borne by the County and the Town in the following proportions:

County - 40%

Town - 60%

5.06 Payment of said costs shall be governed by the following provisions:

(i) The Town shall prepare an annual budget within 70 and 30 days of the fiscal year end and submit it to the County, said budget to set out an estimate of such sum as the County will be required to pay in respect of the cost of the Sewage Treatment Plant and the Town's common use sewerage lines; the budget pertaining to the operation of the sewage treatment facility shall clearly distinguish variable and fixed operating cost components.

(ii) The County shall prepare an annual budget within 70 and 30 days of fiscal year end and submit it to the Town, said budget to set out an estimate of such sum as the Town will be required to pay in respect of the costs of the County's common use sewerage lines.

- (iii) Instalments shall be paid from one unit to the other as follows: on the 15th day of May - twenty-five percent (25%) of the preceding year's estimated costs, on the 15th of August - fifty percent (50%) of the current year's estimate less the May payment; on the 15th of November and February - twenty-five (25%) each of the current year's estimated cost.
 - (iv) Interest at the prime rate in effect for that month shall be charged on overdue instalments.
 - (v) Any surplus of payments made by either unit shall be credited to same in the ensuring year.
 - (vi) Any deficit in payments made by either unit shall be debited to same in the ensuring year.
- 5.07 The apportionment of costs pursuant to Clauses 5.03 through 5.05, excepting Clause 5.03 (B), under this section shall be reviewed upon request by either party. The two (2) parties shall work together on verification of usage and each party shall be responsible for cost incurred in pursuing this review.
- 5.08 The parties hereto shall notify each other of all information data and results set out in such review.
- 5.09 In the event the review or reviews determines that the County flows exceed Five Hundred Fifty Thousand (550,000) gallon, (U.S.) per day, on average the County shall implement a study so as to prepare itself if or when the Six Hundred Thousand (600,000) gallon (U.S.) discharge limitation is reached or attained.

PART 6.00 - CAPITAL COSTS

6.01 Sewage Treatment Plant

In this clause "costs" include all expenditures made by the Town which are associated with the system review, design, project control and physical plant to be developed in accordance with the Pollution Control Study dated February 16, 1994 or

with future capital improvements required in order to comply with Provincial and Federal legislation, rules, regulations and directives. The "costs" shall be borne by the Town and the County in the following proportions:

(i) two thirds (2/3) of the said costs shall be paid by the Town, and

(ii) one third (1/3) of the said costs shall be paid by the County.

It is understood that the Sewage Treatment Plant upgrade will be financed by way of capital borrowing (15 year amortization period) on the part of the Town and that the County will share in annual debt servicing costs incurred by the Town according to the aforementioned proportions, with payments being made to coincide with the timing of the Town debt service payments. Interest at the prime rate in effect at the time shall be charged on overdue payments. The Town shall ensure that proper and accurate accounts and records are maintained with respect to payment of said costs and shall, upon request and reasonable notice, make such accounts and records available to the County for inspection.

The Town agrees to give the County advanced written notice of its intention to carry out capital improvements pursuant to Provincial or Federal legislation, rules, regulations or directives. Said notice shall contain a description of the proposed improvements, an explanation as to why the improvements are being carried out, an estimate of the cost of the proposed improvements and an implementation schedule.

The Town and County recognize and acknowledge that their respective sewage collection systems are subject to high rates of inflow and infiltration and that, from a sewer capacity and sewer system operating cost perspective, it is in the best interests of both parties to ensure steps are taken to resolve the most serious of such problems on a priority basis. It is agreed that this objective will be pursued as follows:

- (a) The Town and County shall, prior to March 31, 1996, invest up to \$60,000.00 each, net of senior government assistance, in the rehabilitation of the common use conveyance system, with the understand that:
- (i) rehabilitation projects shall be carried out in the order of priority presented in Schedule "C";
 - (ii) the costs of any and all common use conveyance system rehabilitation work carried out under this provision, net of senior government assistance, will be shared equally by the Town and the County.
- (b) The Town and County agree to invest \$80,000.00 each, net of senior government assistance, in non common use sewage conveyance system rehabilitation work before March 31, 1996. Priority listings of candidate projects for the Town and County are contained in Schedule "C". It is agreed that the Town and County will undertake projects in the order presented in Schedule "C", until their respective spending targets (\$80,000.00 net, each) have been reached. The parties acknowledge that \$21,000.00 has been spent on the catch basin diversion to the Court Street and Main Street and a credit shall apply to the Town. The parties further agree that capital expenditures to the conveyance system made in 1994 shall be credited.
- (c) The Town and County agree that, in the event the sewage treatment plant upgrade project is completed for less than \$3,000,000.00, approval will be sought to have surplus senior government funding reallocated towards the cost of sewage conveyance system rehabilitation work, with the understanding that both parties shall benefit equally from any such reallocation.
- (d) In all cases, full disclosure of any matter relating to sewage conveyance system rehabilitation shall be made when requested by one Municipal unit of the other.

PART 7.00 - EXTRAORDINARY COSTS

7.01

The County recognizes and acknowledges that sewage from the County will in most cases flow through sewer lines in the Town as it is carried to the Sewage Treatment Plant. The County acknowledges that future increased development in the fringe area could cause the sewer lines in the Town to become inadequate. If the existing sewer lines carrying such sewage require improvements, enlargement or replacement as a result in whole or in part from increased development in the County, the County agrees to contribute towards the costs of such improvement, enlargement or replacement in the following manner:

- (a) Where it is determined that improvements are required to Town Assets in whole because of growth in the County, the contribution shall be 90% of the tendered costs from the County to the Town. The Town shall be the full owner of this new piping system, shall advertise and award the tender and shall maintain same as it does other Town assets.
- (b) Where it is determined that improvements are required to Town Assets in part because of growth in the County the Town Engineer or his designate in consultation with the County's Engineer or his designate shall estimate the respective volumes of effluent added to the system since the date of the execution of this Agreement by users within the Town and County respectively. To the extent considered necessary by the Town Engineer, such calculations may be done separately within differing sections of the system. For ease of calculation each service shall be deemed to produce a set volume of effluent as determined by the attached Schedule "D". The Town Engineer shall make reasonable estimates for all other users of the system and pro-rate the cost of such improvement(s) accordingly between the Town and County. In no case however shall the contribution by the County to the Town be less than one third. The pro-rate costs shall be determined on the basis of tendered costs. The Town shall be the full owner of this new piping system, shall advertise and award the tender and shall maintain same as it does other Town assets.

7.02

The Town recognizes and acknowledges that sewage from the Town does to some extent flow through sewer lines in the County as it is carried to the Sewage Treatment Plant. The Town acknowledges that future increased development in the Town could cause the sewer lines belonging to the County to become inadequate. If the existing sewer lines carrying such sewage required improvements, enlargement or replacement as a result in whole or in part from increased development in the Town, the Town agrees to contribute towards the costs of such improvement, enlargement or replacement in the following manner:

- (a) Where it is determined that improvements are required to County Assets in whole because of growth in the Town, the contribution shall be 90% of the tendered costs from the Town to the County. The County shall be the full owner of this new piping system, shall advertise and award the tender and shall maintain same as it does other County assets.
- (b) Where it is determined that improvements are required to County Assets in part because of growth in the Town the County Engineer or his designate shall estimate the respective volumes of effluent added to the system since the date of the execution of this Agreement by users within the Town and County respectively. To the extent considered necessary by the County Engineer, such calculations will be done separately within differing sections of the system. For ease of calculation each service shall be deemed to produce a set volume of effluent as determined by the attached Schedule "D". The County Engineer shall make reasonable estimates for all other users of the system and pro-rate the cost of such improvement(s) accordingly between the County and the Town. In no case however shall the contribution by the Town to the County be less than one third. The pro-rated costs shall be determined on the basis of tendered costs. The County shall be the full owner of this new piping system, shall advertise and award the tender and shall maintain same as it does other County assets.

- 7.03 Each party to this Agreement shall advise the other on an annual basis as to the unused capacity of its common use conveyance systems and shall estimate what additional flows may be serviced from the other Municipal Unit.
- 7.04 Notwithstanding the above, the Town and County agree that:
- (i) all opportunities for rehabilitation shall be exhausted before consideration is given to replacing common use conveyance infrastructure; and
 - (ii) at the request of either party, a qualified independent consultant shall be hired to investigate and make recommendations vis-a-vis the need to replace common use conveyance infrastructure.
- 7.05 The cost of future common use conveyance system capital improvements required to comply with Provincial and Federal legislation, rules, regulations and directives shall be shared by the parties based on flows as referred to herein.

PART 8.00 - MANAGEMENT AND PERSONNEL

8.01 The Town in its sole discretion shall provide and direct management personnel and other staff necessary for the efficient management and operation of the Sewage Treatment Plant and common use sewage lines owned by the Town.

The County in its sole discretion shall provide and direct management personnel and other staff necessary for the efficient management and operation of the common use sewage lines owned by the County.

All management and other personnel engaged at the Sewage Treatment Plant shall be under the direction of the Town and the Town shall have the sole right and responsibility to employ, supervise, discharge, lay off or otherwise terminate the employment of anyone at this site.

PART 9.00 - INDEMNITY AND LIABILITY

- 9.01 The Town shall at all times indemnify and save harmless the County from all actions and claims of whatsoever nature or kind, in any manner directly or indirectly arising out of or attributable to the negligent acts or omissions of any agent or employee of the Town at the Sewage Treatment Plant or on the Town's common use sewer lines or on other sewer lines.
- 9.02 The County shall at all time indemnify and save harmless the Town from all actions and claims of whatsoever nature or kind, in any manner directly or indirectly arising out of or attributable to the negligent acts or omissions of any agent or employee of the County on the County's common use sewer line or on other sewer lines.
- 9.03 The parties shall be jointly liable for all damage or injury occasioned to third parties arising out of the use of the Sewage Treatment Plant or the common use sewage lines, other than damage or injury caused by the negligent act of a party or of their employees, provided however that the degree of the respective liability shall be determined according to their respective proportionate use of the sewage treatment plant or the common use sewage lines pursuant to the allocation of cost herein.

PART 10.00 - EFFLUENT RESTRICTIONS

- 10.01 It is intended that sewage discharging into the sewerage collection system serviced by the Town of Antigonish sewage treatment facility will exhibit domestic characteristics. Therefore, the Town and the Count agree to impart effluent consisting of the maximum allowable physical and chemical characteristics as described in Schedule "E" attached hereto.
- 10.02 The parties hereto shall not discharge into any part of the sewer system served by the Town of Antigonish sewage treatment facility any matter or quantity of matter which may be or may become harmful to any aspect of the Town sewage collection or treatment process, or which may be or may become a hazard to persons, property or animals and, without limiting the generality of the foregoing, any of the following:

- (i) flammable or explosive matter, and without limiting the generality of the foregoing, gasoline, benzene, naphtha fuel, oil, acetone and other solvents;
- (ii) any quantity of matter capable of obstructing the flow in, or interfering with the proper operation of, any part of the sewage works; and without limiting the generality of the foregoing, any such quantity of ashes, cinders, grit, sand, mud, mineral-based grease, straw, shavings, metal, glass, rags, feathers, tar, oil, plastics, wood, cellulose or any other solid or viscous substance;
- (iii) sewage that may cause a nuisance, and without limiting the generality of the foregoing, sewage containing hydrogen sulphide, carbon disulphide, ammonia, trichloroethylene, sulphur dioxide, formaldehyde, chlorine, bromine, or pyridine, in such quantities that an offensive odour could emanate from the sewage works or could cause of nuisance;
- (iv) sewage containing any matter in a quantity or concentration that will or may cause the death of or injury of any person, property or animal;
- (v) sewage containing animal waste; and without limiting the generality of the foregoing, sewage containing intestines, stomach casings, intestinal contents, hides, hooves, toe nails, horns, bones or poultry heads or sewage containing hair, wool, fur, feathers, paunch manure or fleshing in a quantity sufficient to interfere with the proper operation of the sewage works;
- (vi) any sewage which causes or threatens to cause, either alone or by interaction with other substances, the formation of toxic gases or an interference with the waste water treatment process or suitable conditions for sludge use or disposal;

- (vii) sewage which is not biodegradable other than that allowed in Schedule "E".
- 10.03 These restrictions may be revised, at the option of Town, in the following circumstances only:
- (i) If the Town is required to comply with more stringent standards imposed by any regulatory authority having jurisdiction. If this should occur, the Town shall provide notice to the County equivalent to notice given to the Town.
 - (ii) Any such revisions shall be binding only if communicated to the County in writing by the Town.
- 10.04 In order to facilitate an efficient conveyance and treatment system the Town and County agree to make every reasonable effort before December 1, 1996, to eliminate storm water flows from the Sanitary System, including roof drains.

PART 11.00 - BREACHES

- 11.01 If the restrictions on effluent, as described in this Agreement, are exceeded, the County will be notified as soon as possible.
- 11.02 (a) Any expenses incurred, due to damage to any part of the Town Sewer System or due to special clean up of the Town Sewer System, as a result of effluent determined by the Town to have been discharged from the County's System into the Town Sewer System, may be billed to and if billed shall be payable by the County.
- (b) Any expenses incurred, due to damage to any part of the County Sewer System or due to special clean up of the County Sewer System, as a result of effluent determined by the County to have been discharged from the Town's System into the County's System, may be billed to and if billed shall be payable to the Town.
- 11.03 In the case of exceeding the limits as outlined in clause 10.01 and 10.02, the County shall pay to the Town all of the resulting costs of clean up of the system, repairs to the system, any extra costs of operation and any costs related to legal liability incurred as a result.

PART 12.00 - ARBITRATION

12.01 The Parties covenant and agree that all disputes, claims or questions arising out of, under, or in connection with, or in relation to this Agreement or its interpretation, performance or non-performance, or any breach of it, shall be submitted to binding arbitration as follows:

- (a) Either party shall give the other party written notice of any dispute, claim or question.
- (b) The Parties may agree to appoint a single arbitrator whose decision shall be final and binding; or
- (c) In the event the Parties fail to agree with ten (10) days of the written notice in (a), upon a single arbitrator, then the Town shall select one person and the County shall select one person within the next ten (10) working days. Such nominees shall select a third person within five (5) working days who shall be chairman. The majority decision shall be final and binding.
- (d) The parties shall equally pay the cost of a single arbitrator. In the event of an arbitration board, each party shall pay the cost of the arbitrator appointed and equally pay the cost of the third arbitrator.
- (e) In the event any party fails to appoint an arbitrator within ten (10) days of notice, the other party may request the Minister of Municipal Affairs to appoint.
- (f) The hearing shall be not later than thirty (30) days after delivery of the notice in (a).
- (g) The decision of the arbitrator shall be rendered forty (40) working days following the hearing.

PART 13.00 - AMENDMENT

13.01 If at any time during the term of this agreement the parties deem necessary or expedient to make any

alteration or addition to this Agreement, they shall do so in writing, executed by both parties, which shall thereupon form a part thereof.

PART 14.00 - TERMINATION

14.01 This Agreement shall be effective upon the date of execution hereof, subject to the terms hereof, and shall be terminated March 31, 1996. PROVIDED HOWEVER that either party shall have the right to renew this agreement, for a further term or terms of twelve (12) months, provided that written notice of renewal is served six (6) consecutive months prior to the said termination date, or any renewal thereof. AND FURTHER PROVIDED that the right of renewal shall not apply if either of the parties hereto are in breach of any of the terms, conditions, warranties or provisions hereof. In the event either of the parties are in breach of the said terms, conditions, warranties or provisions hereof, this right of renewal shall not apply.

The determination of the said breach or breaches shall be submitted to arbitration pursuant to Clause 12.00 hereof and if the arbitration determines that the breach is essential to the terms hereof the right of renewal shall be extinguished.

14.02 Subject to Clauses 14.03 and 14.04, in the event that the sewage load from the County is determined, by way of flow monitoring for a period of sixty (60) consecutive days during the months of April, May, August and September, to exceed the agreed upon discharge limit of Six Hundred Thousand (600,000) gallons (US) per day on average. The Town shall have the right to terminate this agreement.

14.03 In the event that the Town terminates this agreement, pursuant to the provision set out in 14.02 and pursuant to 14.04, the Town covenants and agrees to provide written notice of such termination to the County prior to Eighteen (18) months of the effective date of termination.

14.04 In the event the County records a discharge of Six Hundred Thousand (600,000) gallon (U.S.) limit, the County shall take all necessary steps to reduce the said discharge within Nine (9) months of notice of the said discharge. Flow monitoring shall then follow during the prescribed time period in order to determine compliance with the terms of this agreement. The Town shall only terminate this agreement, subject to the terms hereof, in the event that the Six Hundred Thousand (600,000) gallon (U.S.) discharge limitation is again surpassed. The Eighteen (18) month period referred to herein shall commence on the date of the notice from the Town to the County that the County exceeded the Six Hundred Thousand (600,000) gallon (U.S.) discharge amount set out herein.

14.05 Notwithstanding the terms provisions and conditions hereof either of the parties hereto shall have the right to terminate this agreement, in their absolute discretion, upon Six (6) months written notice to the other. The said right shall be exercised and notice served Six (6) months prior to the expiration of this agreement or of any renewal or renewals thereof.

PART 15.00 - GENERAL

15.01 The Town and County agree that all sewer users located outside the Town boundaries will be billed for sewer usage by the County.

15.02 All existing agreements respecting sewage transmission and disposal shall be terminated, effective the date hereof. Notwithstanding the terms or conditions hereof, or any clause or provision of this agreement, the Town does not release the County from any demand, claim, charge, or liability for sewer rates or charges, incurred prior to the execution of this agreement, whether billed or not. The said sewer rates shall include interest and costs of collection. **PROVIDED HOWEVER** that clause 12.00 of this Agreement shall not apply to the said sewer rates or charges incurred prior to the date of this agreement.

And further provided the County in executing this agreement does not acknowledge the validity, enforceability or liability for any of the sewer rates or charges referred to in this clause.

15.03 Notwithstanding the terms of this Agreement the Town may proceed with any work having an estimated value of less than \$10,000.00 without a call for tenders, provided however that this clause shall not apply to projects commenced or completed prior to the effective date of this agreement.

15.04 This agreement shall enure to the benefit and be binding upon the parties hereto their successor and assigns including all successor municipal units, corporations or governments of any kind.

The singular includes the plural and the masculine includes the feminine, with the intent that this Agreement shall be read with the appropriate changes of number and gender.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

Patricia Stewart)
Witness)

Betty Howell)
Witness)

TOWN OF ANTIGONISH

Per: [Signature]
Per: [Signature]

MUNICIPALITY OF THE
COUNTY OF ANTIGONISH

Per: [Signature]
Per: [Signature]

SCHEDULE "A"

(Map showing common use conveyance system ownership)

7.
11

SCHEDULE "B"

COST SHARING PERCENTAGES (Variable costs)

April 1 1995	17% County	83% Town
April 1 1996	18% County	82% Town
April 1 1997	19% County	81% Town
April 1 1998	20% County	80% Town
April 1 1999	21% County	79% Town
April 1 2000	22% County	78% Town
April 1 2001	23% County	77% Town
April 1 2002	24% County	76% Town
April 1 2003	25% County	75% Town
April 1 2004	26% County	74% Town
April 1 2005	27% County	73% Town
April 1 2006	28% County	72% Town
April 1 2007	29% County	71% Town
April 1 2008	30% County	70% Town
April 1 2009	31% County	69% Town
April 1 2010	32% County	68% Town
April 1 2011	33% County	67% Town
April 1 2012	33⅓% County	66⅔% Town
April 1 2013	33⅓% County	66⅔% Town
April 1 2014	33⅓% County	66⅔% Town

SCHEDULE "C"

PRIORITY CONVEYANCE SYSTEM REHABILITATION PROJECTS

Town Projects: \$ 80,000 Commitment

	Estimated Cost
1. Main Street at Court Street catchbasin flow diversion	✓ \$21,000
2. St. Marys Street catchbasin removal, repair and pipe replacement	✓ 800
3. Main Street near 5 and \$1 Store catchbasin flow diversion	✓ 800
4. Chestnut St. at Hawthorn St. catchbasin flow diversion	15,000
5. Xavier Drive near the Heights manhole repair	✓ 13,500
6. Church Street at Main Street Catchbasin flow diversion	6,000
7. Low area west of West St., manhole repair and replacement	16,500
8. Greening Dr. and Highland Dr., manhole repair and pipe replacement	65,000
9. Upper Hawthorne St., manhole repair and pipe replacement	42,000
10. Arbor Dr. & MacLellan St. area, manhole repair and pipe replacement	31,000

\$ 36,100
 + 2400
 w/ Sylvan Valley

 \$ 40,000

County Projects: \$ 80,000 Commitment

1. Sylvan Valley, manhole repair	\$8,000
2. Lochaber Road, manhole repair	6,000
3. Post Road, manhole repair	4,800
4. Williams Point and Greenwold, manhole repair and pipe replacement	80,000
5. Cloverdale Road, manhole repairs	4,000
6. Greenwold pump station relocation	90,000

\$ 192,800

SCHEDULE "C" (Continued)

Common Use Conveyance System Rehabilitation Projects:

	Estimated Cost
1. Braemore Ave. to Dodge Dealership, parallel sewer installation	\$166,000
2. Installation of flow monitoring stations	36,000
3. Wrights River near Main St., manhole repair and pipe replacement	38,000
	<u>\$ 240,000</u>

\$ 60,000	Town	25%
\$ 60,000	County	25%
\$ 120,000	Govt	50%

SCHEDULE "D"

EQUIVALENT UNITS

TYPE OF USER	NUMBER OF EQUIVALENT USER UNITS
Single Family Dwelling	1.0
Mobile Home - for private swimming pool, and - for each doctor or dentist in a private home, add - for each beauty or barber shop in a private home, add	1.0 1.0 1.0 0.75
Individual Apartment	1.0
Senior Citizens Home, per unit	0.6
Rooming house, Boarding House, Convent, Institutional Dormitory - up to five beds - each additional bed	1.0 0.2
Hospitals and Homes with Medical Care Facilities - without laundry facilities, per bed - with laundry facilities, per bed	0.5 0.75
Schools, per classroom - without cafeteria or gym - with cafeteria or gym - with second gym, and - with both cafeteria and gym	1.0 1.5 0.5 2.0
Doctor's Office, Dentist's Office, Beauty or Barber Shop	1.0
Tourist Trailer Park with hook-up facilities - per space - each additional bathroom	0.75 0.3
Hotels, Motels, and Tourist Cottages - with housekeeping facilities, per room or unit - without housekeeping facilities, per room or unit - with a swimming pool, and	0.5 0.3 1.0
Tourist Home - with one bathroom - each additional bathroom, add	1.2 0.3

SCHEDULE "D"(Continued)

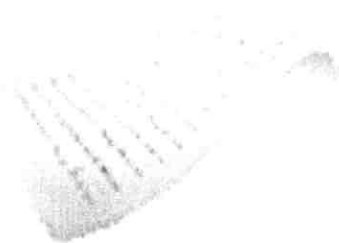
TYPE OF USER	NUMBER OF EQUIVALENT USER UNITS
Restaurant, Cafeteria, Snack Bar etc. are in addition to the above listing and are rated elsewhere in this Schedule.	
Stores, Banks, Clubs, Recreational Facilities, and places of business including Industrial premises - first washroom facility - each additional washroom facility, add	1.0 0.5
Churches, Church Halls, each washroom facility	0.3
Buildings owned by Fraternal Organizations, each washroom facility	0.3
Fire Halls and Fire Stations - with washroom facilities - without washroom facilities	0.5 0.3
Laundromat - each machine, add	1.0 2.0
Service Stations with washroom facilities	2.0
Car wash facilities, each bay	1.0
Restaurant, cafeteria, snack bar - for each ten seats, add	2.0 0.25
Premises licensed by N.S. Liquor Commission: Restaurant, Lounge, Dining Room or Club - for each five seats, add	1.0 0.75
Drive-in Restaurant or Theatre with Canteen - for first washroom facility - for each additional washroom facility, add	1.0 1.0 0.5
Vacant Land - for each lot with up to 300 feet of street or highway frontage - for each additional 50 ft. or portion of thereof of street or highway frontage, add	0.3 0.1
Street or highway frontage of a lot which, for every 50 feet or portion thereof, is in excess of 300 feet, and whose User Type falls within this list, and	0.1
Any Dwelling, Shop, Store, Office or other Building the nearest part of which is more than 100 feet from any portion of the Municipality's sewer and which is not connected to the Municipality's sewer	0.2
Premises which have no Sanitary Facilities	0.5

SCHEDULE "E"

MAXIMUM CHARACTERISTICS OF RAW SEWAGE

Biochemical Oxygen Demand.....	220 mg/litre
Grease Vegetable based and/or animal based.....	300 mg/litre
pH.....	5.5 - 9.5
Temperature.....	150 F
Cyanide (HCN).....	3 mg/litre
Copper (Cu).....	4 mg/litre
Chromium (Cr).....	5 mg/litre
Nickel (ni).....	5 mg/litre
Lead (pb).....	5 mg/litre
Cadmium (Cd).....	3 mg/litre
Zinc (Zn).....	5 mg/litre
Phenolic Compounds.....	0.1 mg/litre

Town of Antigonish
and the
Municipality of the
County of Antigonish



Inter-Municipal
Sewer Agreement

January 2007

THIS AGREEMENT made this day of 2008

BETWEEN:

TOWN OF ANTIGONISH, a body corporate, pursuant to the provisions of the
Municipal Government Act

Hereinafter called the "Town"

OF THE ONE PART

- and -

MUNICIPALITY OF THE COUNTY OF ANTIGONISH, a body corporate,
pursuant to the provisions of the Municipal Government Act

Hereinafter called the "County"

OF THE OTHER PART

Part 1.00 = **Recitals**

Whereas

- 1.01 The Town is the owner and operator of a sewage treatment plant which, at present, serves to treat all sanitary sewage from within the Town and from some areas in the County.
- 1.02 The Town has in place sanitary sewerage and storm drainage conveyance systems in and around the Town of Antigonish..
- 1.03 The County has in place a sanitary sewage conveyance system in areas around the Town, and within the boundaries of the Town.
- 1.04 The County is desirous of having continued use of the aforementioned Sewage Treatment Plant and Town conveyance system.
- 1.05 The Town is desirous of having continued use of the County conveyance system.
- 1.06 Both Municipal Units have agreed to allow the other to use its assets for the consideration and under the terms and conditions hereinafter set forth.

- 1.07 Both parties are supportive of any works to be undertaken which will improve the efficient flow of sanitary sewage to the Sewage Treatment Plant.
- 1.08 Both parties are supportive of any works to be undertaken which will assist in the removal of storm drainage flows from the sanitary sewer system.
- 1.09 Both parties are desirous of maintaining a formula to be used in determining cost sharing for the capital and operating expenditures of the Sewage Treatment Plant.
- 1.10 The parties hereto have agreed to enter into this agreement to define certain of the rights and responsibilities of each of the parties in relation to the use, operation and maintenance of the Sewage Treatment Plant and the sewerage systems carrying effluent to same systems, comprising such assets as all property rights of way, easements, structures, pipes, valves, connections, filters, pumps and other equipment necessary for the operation of the sewer system (hereinafter called the "Assets").
- 1.11 The Sewage Treatment Plant facility will allow for the treatment of 1.8 million gallons (U.S.) of sewage per day on average and the maximum sewage that will be treated from the County under this agreement is 600,000 gallons (U.S.) per day on average.

WITNESSETH THAT in consideration of the sum of Ten Dollars (\$10.00) paid by each party to the other party, the mutual covenants and agreements contained herein, the Parties agree as follows:

Part 2.00 = **Definitions**

- 2.01 In this Agreement the Parties mutually agree to the following definitions:
- (a) "Town" shall mean the Town of Antigonish.
 - (b) "County" shall mean the Municipality of the County of Antigonish.
 - (c) "Assets" means the property defined in Clause 4.00 herein.
 - (d) "Domestic Sewage" shall mean any liquid waste other than storm sewage containing animal, vegetable or mineral matter in solution or in suspension whose strength in BOD's is 220 milligrams per litre or less.

- (e) “Biochemical Oxygen Demand” (abbreviated as BID shall mean the quantity of oxygen (expressed in milligrams per litre) utilized in the biochemical oxidation of organic matter contained in sewage, over a period of five (5) days at twenty degrees centigrade (20 degrees c), as determined in accordance with “Standard Methods”.
- (f) “Tendered Costs” shall mean: a) the full amount of that contract price accepted by the appropriate Municipal Unit where the contract price is submitted through a public tender call; and b) any other costs associated with the project including legal, engineering and supervision charges.
- (g) “In Whole” shall mean 90% or greater.
- (h) “In Part” shall mean less than 90%.
- (i) “Costs” shall mean net costs.
- (j) “On Average” as used in Clauses 3.04 and 5.09, shall mean the sewage load from the County determined by way of flow monitoring for a period of at least 60 consecutive days between April 1st and November 30th of the same year.
- (k) “Senior Government” means either (or both) the Provincial Government or the Federal Government.

Part 3.00 = **Operations**

- 3.01 The Town shall provide a sewage treatment facility at Antigonish, Nova Scotia, to be used in common with the County subject to the terms and conditions hereinafter set forth.
- 3.02 The Town and County shall provide access and use of common conveyance systems to each other subject to the terms and conditions hereinafter set forth.
- 3.03 The Town and County shall comply with all applicable Provincial and Federal legislation, rules and regulations respecting the operation of the Sewage Treatment Plant and the sanitary sewage conveyance system.
- 3.04 The County shall be entitled to discharge up to 600,000 gallons (U.S.) per day on average into the Town’s sewage system.
- 3.05 The County shall be entitled to extend the sewage collection system, subject to Clauses 3.04 and 14.00 of this Agreement.

Part 4.00 - **Assets**

4.01 The assets depicted in Schedule "A" and generally described as follows shall be the property of the Town and hereinafter called the "Town's Assets":

All of that property and fixtures on or through which sewage is transported, or controlled within the boundaries of the Town and those in the County generally located at the western end of Highland Drive, Brierly Way Extension to Highland Drive, Sylvan Valley circuit to Arbor Drive and to the east of Thompson Street to Arbor Drive but excepting those similar facilities previously installed by the County and located as follows:

- (a) Extending from Arbor Drive to College Street to the north of MacLellan Street and onward to the Wrights River at Main Street and onward to the Sewage Treatment Plant.
- (b) Extending from the West River at St. Andrews Street to the south side of the Department of Natural Resources property along the back of the buildings.
- (c) Extending from the corner of Lochaber Road and the Trans Canada Highway across the lands of St.F.X. University to the east side of the Oland Centre.
- (d) Extending from the Mall entrance to the Trans Canada Highway.
- (e) Extending from Mount Cameron to East Main Street at the Sewer Treatment Plant; and
- (f) Extending from the base of Thorne Ridge to Arbor Drive.

4.02 The assets depicted in Schedule "A" and generally described as follows shall be the property of the County and are hereinafter called the "County's Assets":

All of the property and fixtures on or through which sewage is transported or controlled within the boundaries of the County excepting those generally located at the western end of Highland Drive, Brierly Way Extension to Highland Drive, Sylvan Valley circuit to Arbor Drive and to the east of Thompson Street to Arbor Drive but excepting those similar facilities previously installed by the County and located in the Town as follows:

- (a) Extending from Arbor Drive to College Street to the north of MacLellan Street and onward to the Wrights River at Main Street and onward to the Sewage Treatment Plant.
- (b) Extending from the West River at St. Andrews Street to the south side of the Department of Natural Resources property along the back of the buildings.
- (c) Extending from the corner of Lochaber Road and the Trans Canada Highway across the lands of St.F.X. University to the east side of the Oland Centre.
- (d) Extending from the mall entrance to the Trans Canada Highway.
- (e) Extending from Mount Cameron to East Main Street at the Sewer Treatment Plant; and
- (f) Extending from the base of Thorne Ridge to Arbor Drive.

4.03 The Town is responsible for the maintenance and repair of the Town's assets.

4.04 The County is responsible for the maintenance and repair of the County's assets.

4.05 Any necessary maintenance and repairs shall be carried out by the responsible party promptly and with due diligence.

4.06 The Town and County agree to consider transferring ownership of sewer lines such that all lines located within the Town become the property of the Town and all lines within the County become the property of the County.

Part 5.00 = **Operating Costs**

5.01 **(A) Sewage Treatment Plant**

In this clause "costs" include all expenditures made by the Town associated with the operation, improvements as required for efficient operation, management and maintenance of the Sewage Treatment Plant but not so as to limit the generality of the foregoing; all capital improvements of a routine maintenance nature, monitoring costs, claims for damage or fines for polluting leaks from the plant (excepting claims for damages resulting from negligence on the part of any employee of the Town), or other costs which may arise from time to time, all forms of compensation paid to employees and others involved in the care and

upkeep of this plant, treatment costs and any environmental insurance acquired in respect of the site. Operating costs which vary principally according to the quantity of sewage handled by the treatment plant (e.g. power and chemicals) are referred to herein as "variable operating costs". Operating costs which do not vary in proportion of flow (e.g. personnel, insurance and capital improvements of a routine maintenance nature) are referred to herein as "fixed operating costs".

5.02 **(B) Conveyance**

In this clause costs include all expenditures made by the Town or the County in connection with the operation, maintenance related improvements, management and maintenance of common use sewerage lines but not so as to limit the generality of the foregoing: sewer cleaning and testing of manholes and pipe, video services, claims for damage or other costs which may arise from time to time, all forms of compensation paid to employees and others employed in the care or upkeep of this conveyance system and any environmental insurance acquired in respect of the assets.

5.03 **(A) Sewage Treatment Plant - Sharing of Variable Operating Costs**

Variable operating costs associated with the sewer treatment facility shall be borne by the Town and the County in the proportions set out in Schedule "B" attached hereto.

(B) Sewage Treatment Plant - Sharing of Fixed Operating Costs

Fixed operating costs associated with the sewerage treatment facility shall be borne by the Town and the County in the following proportions:

- (I) two thirds (2/3) of the said costs shall be paid by the Town, and
- (ii) one third (1/3) of the said costs shall be paid by the County.

5.04 All costs associated with the operation of the Town's common use sewerage lines as per Section B of the Operating Costs shall be borne by the Town and the County in the proportions set out in Schedule "B" attached hereto.

5.05 All costs associated with the operation of the County's common use sewerage lines as per Section B of the Operating Costs shall be borne by the County and the Town in the following proportions:

County - 40%

Town - 60%

5.06

Payment of said costs shall be governed by the following provisions:

- (i) The Town shall prepare an annual budget in February of each year and submit it to the County, said budget to set out an estimate of such sum as the County will be required to pay in respect of the cost of the Sewage Treatment Plant and the Town's common use sewerage lines; the budget pertaining to the operation of the sewage treatment facility shall clearly distinguish variable and fixed operating cost components.
- (ii) The County shall prepare an annual budget in February of each year and submit it to the Town, said budget to set out an estimate of such sum as the Town will be required to pay in respect of the costs of the County's common use sewerage lines.
- (iii) Instalments shall be paid from one unit to the other as follows: on the 15th day of May - twenty-five percent (25%) of the preceding year's estimated costs, on the 15th of August - fifty percent (50%) of the current year's estimate less the May payment; on the 15th of November and February - twenty-five (25%) each of the current year's estimated cost.
- (iv) Interest at the prime rate in effect for that month shall be charged on overdue instalments.
- (v) Any surplus of payments made by either unit shall be credited to same in the ensuing year.
- (vi) Any deficit in payments made by either unit shall be debited to same in the ensuing year.

5.07

The apportionment of costs pursuant to Clauses 5.03 through 5.05, excepting Clause 5.03 (B), under this section shall be reviewed upon request by either party. The two (2) parties shall work together on verification of usage and each party shall be responsible for costs incurred in pursuing this review.

5.08

The parties hereto shall notify each other of all information data and results set out in such review.

5.09

In the event the review or reviews determines that the County flows exceed Five Hundred Fifty Thousand (550,000) gallon, (U.S.) per day, on average the County shall implement a study so as to prepare itself if or when the Six Hundred Thousand (600,000) gallon (U.S.) discharge limitation is reached or attained.

5.10

Notwithstanding Section 5.09 the County will undertake and complete a study by

March 31, 2011, based on the assumption that the 600,000 gallon limitation will be surpassed over the course of this agreement. The purpose of this study will be to prepare the County for what options may exist in implementing alternative sewage treatment capacity.

Part 6.00 = **Capital Costs**

6.01 Sewage Treatment Plant

In this clause "costs" include all expenditures made by the Town which are associated with the system review, design, project control and physical plant to be developed in accordance with the Pollution Control Study dated February 16, 1994, or with future capital improvements required in order to comply with Provincial and Federal legislation, rules, regulations and directives. The "Costs" shall be borne by the Town and the County in the following proportions:

- (i) two thirds (2/3) of the said costs shall be paid by the Town, and
- (ii) one third (1/3) of the said costs shall be paid by the County.

It is understood that the Sewage Treatment Plant upgrade will be financed by way of capital borrowing (15 year amortization period) on the part of the Town and that the County will share in annual debt servicing costs incurred by the Town according to the aforementioned proportions, with payments being made to coincide with the timing of the Town debt service payments. Interest at the prime rate in effect at the time shall be charged on overdue payments. The Town shall ensure that proper and accurate accounts and records are maintained with respect to payment of said costs and shall, upon request and reasonable notice, make such accounts and records available to the County for inspection.

The Town agrees to give the County advanced written notice of its intention to carry out capital improvements pursuant to Provincial or Federal legislation, rules, regulations or directives. Said notice shall contain a description of the proposed improvements, an explanation as to why the improvements are being carried out, an estimate of the cost of the proposed improvements and an implementation schedule.

The Town and County recognize and acknowledge that their respecting sewage collection systems are subject to inflow and infiltration and that from a sewer capacity and sewer system operating and costs perspective, it is in the best interest of both parties to carry out maintenance, repairs and replacement of lines as necessary to reduce potential infiltration. In all cases, full disclosure of any matter relating to sewage conveyance system rehabilitation shall be made when requested by one Municipal unit of the other.

Part 7.00 - Extraordinary Costs

7.01 The County recognizes and acknowledges that sewage from the County will in most cases flow through sewer lines in the Town as it is carried to the Sewage Treatment Plant. The County acknowledges that future increased development in the fringe area could cause the sewer lines in the Town to become inadequate. If the existing sewer lines carrying such sewage require improvements, enlargement or replacement as a result in whole or in part from increased development in the County, the County agrees to contribute towards the costs of such improvement, enlargement or replacement in the following manner:

- (a) Where it is determined that improvements are required to Town Assets in whole because of growth in the County, the contribution shall be 90% of the tendered costs from the County to the Town. The Town shall be the full owner of this new piping system, shall advertise and award the tender and shall maintain same as it does other Town assets.
- (b) Where it is determined that improvements are required to Town Assets in part because of growth in the County the Town Engineer or his designate in consultation with the County's Engineer or his designate shall estimate the respective volumes of effluent added to the system since the date of the execution of this Agreement by users within the Town and County respectively. To the extent considered necessary by the Town Engineer, such calculations may be done separately within differing sections of the system. For ease of calculation each service shall be deemed to produce a set volume of effluent as determined by the attached Schedule "D". The Town Engineer shall make reasonable estimates for all other users of the system and pro-rate the cost of such improvement(s) accordingly between the Town and County. In no case however shall the contribution by the County to the Town be less than one third. The pro-rated costs shall be determined on the basis of tendered costs. The Town shall be the full owner of this new piping system, shall advertise and award the tender and shall maintain same as it does other Town Assets.

7.02 The Town recognizes and acknowledges that sewage from the Town does to some extent flow through sewer lines in the County as it is carried to the Sewage Treatment Plant. The Town acknowledges that future increased development in the Town could cause the sewer lines belonging to the County to become inadequate. If the existing sewer lines carrying such sewage required improvements, enlargement or replacement as a result in whole or in part from increased development in the Town, the Town agrees to contribute towards the costs of such improvement, enlargement or replacement in the following manner:

- (a) Where it is determined that improvements are required to County Assets in whole because of growth in the Town, the contribution shall be 90% of the tendered costs from the Town to the County. The County shall be the full owner of this new piping system, shall advertise and award the tender and shall maintain same as it does other County assets.
- (b) Where it is determined that improvements are required to County Assets in part because of growth in the Town, the County Engineer or his designate shall estimate the respective volumes of effluent added to the system since the date of the execution of this Agreement by users within the Town and County respectively. To the extent considered necessary by the County Engineer, such calculations may be done separately within differing sections of the system. For ease of calculation each service shall be deemed to produce a set volume of effluent as determined by the attached Schedule "D". The County Engineer shall make reasonable estimates for all other users of the system and pro-rate the cost of such improvement(s) accordingly between the County and the Town. In no case however shall the contribution by the Town to the County be less than one third. The pro-rated costs shall be determined on the basis of tendered costs. The County shall be the full owner of this new piping system, shall advertise and award the tender and shall maintain same as it does other County Assets.

7.03 Each party to this Agreement shall advise the other on an annual basis as to the unused capacity of its common use conveyance systems and shall estimate what additional flows may be serviced from the other Municipal Unit.

7.04 Notwithstanding the above, the Town and County agree that:

- (i) all opportunities for rehabilitation shall be exhausted before consideration is given to replacing common use conveyance infrastructure; and
- (ii) at the request of either party, a qualified independent consultant shall be hired to investigate and make recommendations vis-a-vis the need to replace common use conveyance infrastructure.

7.05 The cost of future common use conveyance system capital improvements required to comply with Provincial and Federal legislation, rules, regulations and directives shall be shared by the parties based on flows as referred to herein.

Part 8.00 - Management and Personnel

8.01 The Town in its sole discretion shall provide and direct management personnel and other staff necessary for the efficient management and

operation of the Sewage Treatment Plant and common use sewage lines owned by the Town.

The County in its sole discretion shall provide and direct management personnel and other staff necessary for the efficient management and operation of common use sewage lines owned by the County.

All management and other personnel engaged at the Sewage Treatment Plant shall be under the direction of the Town and the Town shall have the sole right and responsibility to employ, supervise, discharge, lay off or otherwise terminate the employment of anyone at this site.

Part 9 - Indemnity and Liability

9.01 The Town shall at all times indemnify and save harmless the County from all actions and claims of whatsoever nature or kind, in any manner directly or indirectly arising out of or attributable to the negligent acts or omissions of any agent or employee of the Town at the Sewage Treatment Plant or on the Town's common use sewer lines or on other sewer lines.

9.02 The County shall at all times indemnify and save harmless the Town from all actions and claims of whatsoever nature or kind, in any manner directly or indirectly arising out of or attributable to the negligent acts or omissions of any agent or employee of the County on the County's common use sewer lines or on other sewer lines.

9.03 The parties shall be jointly liable for all damage or injury occasioned to third parties arising out of the use of the Sewage Treatment Plant or the common use sewage lines, other than damage or injury caused by the negligent act of a party or of their employees, provided however that the degree of the respective liability shall be determined according to their respective proportionate use of the sewage treatment plant or the common use sewage lines pursuant to the allocation of cost herein.

Part 10.00 - Effluent Restrictions

10.01 It is intended that sewage discharging into the sewerage collection system serviced by the Town of Antigonish sewage treatment facility will exhibit domestic characteristics. Therefore, the Town and the County agree to import effluent consisting of the maximum allowable physical and chemical characteristics as described in Schedule "E" attached hereto.

10.02 The parties hereto shall not discharge into any part of the sewer system serviced

by the Town of Antigonish sewage treatment facility any matter or quantity of matter which may be or may become harmful to any aspect of the Town sewage collection or treatment process, or which may be or may become a hazard to persons, property or animals and, without limiting the generality of the foregoing, any of the following:

- (i) flammable or explosive matter, and without limiting the generality of the foregoing, gasoline, benzene, naphtha fuel, oil, acetone and other solvents;
- (ii) any quantity of matter capable of obstructing the flow in, or interfering with the proper operation of, any part of the sewage works; and without limiting the generality of the foregoing, any such quantity of ashes, cinders, grit, sand, mud, mineral-based grease, straw, shaving, metal, glass, rags, feathers, tar, oil, plastics, wood, cellulose or any other solid or viscous substance;
- (iii) sewage that may cause a nuisance, and without limiting the generality of the foregoing, sewage containing hydrogen sulphide, carbon disulfide, ammonia, trichloroethylene, sulphur dioxide, formaldehyde, chlorine, bromine, or pyridine, in such quantities that an offensive odour could emanate from the sewage works or could cause nuisance;
- (iv) sewage containing any matter in a quantity or concentration that will or may cause the death of or injury of any person, property or animal;
- (v) sewage containing animal waste, and without limiting the generality of the foregoing, sewage containing intestines, stomach casings, intestinal contents, hides, hooves, toe nails, horns, bones or poultry heads or sewage containing hair, wool, fur, feathers, paunch manure or fleshing in a quantity sufficient to interfere with the proper operation of the sewage works;
- (vi) any sewage which causes or threatens to cause, either alone or by interaction with other substances, the formation of toxic gases or an interference with the waste water treatment process or suitable conditions for sludge use or disposal;
- (vii) sewage which is not biodegradable other than that allowed in Schedule "E".

10.03 These restrictions may be revised, at the option of the Town, in the following circumstances only:

- (i) If the Town is required to comply with more stringent standards imposed by any regulatory authority having jurisdiction. If this should occur, the Town shall provide notice to the County equivalent to notice given to the Town.
- (ii) Any such revisions shall be binding only if communicated to the County in writing by the Town.

10.04 In order to facilitate an efficient conveyance and treatment system the Town and County agree to make every reasonable effort to reduce and where possible to eliminate storm water flows from the Sanitary System, including roof drains.

Part 11.00 - Breaches

11.01 If the restrictions on effluent, as described in this Agreement, are exceeded, the County will be notified as soon as possible.

- 11.02
- (a) Any expenses incurred, due to damage to any part of the Town Sewer System or due to special clean up of the Town Sewer System, as a result of effluent determined by the Town to have been discharged from the County's System into the Town Sewer System, may be billed to and if billed shall be payable by the County.
 - (b) Any expenses incurred, due to damage to any part of the County Sewer System or due to special clean up of the County Sewer System, as a result of effluent determined by the County to have been discharged from the Town's System into the County Sewer System, may be billed to and if billed shall be payable by the Town.

11.03 In the case of exceeding the limits as outlined in Clause 10.01 and 10.02, the County shall pay to the Town all of the resulting costs of clean up of the system, repairs to the system, any extra costs of operation and any costs related to legal liability incurred as a result.

Part 12.00 - Arbitration

12.01 The parties covenant and agree that all disputes, claims or questions arising out of, under, or in connection with, or in relation to this Agreement or its

interpretation, performance or non-performance, or any breach of it, shall be submitted to binding arbitration as follows:

- (a) Either party shall give the other party written notice of any dispute, claim or question.
- (b) The parties may agree to appoint a single arbitrator whose decision shall be final and binding; or
- (c) In the event the parties fail to agree within ten (10) days of the written notice in (a), upon a single arbitrator, then the Town shall select one person and the County shall select one person within the next ten (10) working days. Such nominees shall select a third person within five (5) working days who shall be chairman. The majority decision shall be final and binding.
- (d) The parties shall equally pay the costs of a single arbitrator. In the event of an arbitration board, each party shall pay the cost of the arbitrator appointed and equally pay the cost of the third arbitrator.
- (e) In the event any party fails to appoint an arbitrator within ten (10) days of notice, the other party may request the Minister of Municipal Affairs to appoint.
- (f) The hearing shall be not later than thirty (30) days after delivery of the notice in (a).
- (g) The decision of the arbitrator shall be rendered forty (40) working days following the hearing.

Part 13.00 - Amendment

13.01 If at any time during the term of this agreement the parties deem necessary or expedient to make any alteration or addition to this Agreement they shall do so in writing, executed by both parties, which shall thereupon form a part thereof.

Part 14.00 - Termination

This agreement shall be effective until March 31, 2015, unless terminated by either party prior to this date. Any termination prior to the above date will require at least twelve (12) months written notice by either party. Any prior termination must be effective at the end of a fiscal period or on March 31st of any year.

Part 15.00 - General

- 15.01 The Town and County agree that all sewer users located outside the Town boundaries will be billed for sewer usage by the County and that all sewer users within the Town shall be billed by the Town.
- 15.02 This agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns including all successor municipal units, corporations or governments of any kind.

The singular includes the plural and the masculine includes the feminine, with the intent that this Agreement shall be read with the appropriate changes of number and gender.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Witness

) **TOWN OF ANTIGONISH**
)
) Per: _____
)
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) Per: _____
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) **MUNICIPALITY OF THE**
) **COUNTY OF ANTIGONISH**
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) Per: _____
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