

THIS AGREEMENT made the 13th day of July, 2022.

BETWEEN: **Municipality of the District of Argyle.** (The Municipality)

- AND -

HER MAJESTY THE QUEEN in Right of the Province
of Nova Scotia as represented by the Minister of Natural
Resources and Renewables (the Province)

WHEREAS the Minister owns lands that make up the Glenwood Provincial Park, as set out in the *Provincial Parks Act* R.S.N.S 1989, c. 367, (the "Act") and the *Glenwood Provincial Park Designation*, O.I.C. 83-319 (March 29, 1983), N.S. Reg. 41/8;

AND WHEREAS the Municipality is dedicated to the preservation and wise use of Glenwood Provincial Park (the Park);

AND WHEREAS the Municipality wishes to work together with the Minister to support and encourage the operation and development of that portion of Glenwood Provincial Park (the "Park") generally located at the junction of Hwy 3 and Hwy 10, bordering Rickers depicted in Appendix A, attached to and forming part of this Agreement.

AND WHEREAS the Municipality wishes to develop, operate and maintain a volleyball court, a floating dock, accessible ramp, and swimming area improvements.

AND WHEREAS the Minister, or any person designated to act on behalf of the Minister in respect of a provincial park, may, under s. 13 of the Act, construct and operate buildings and facilities for the convenience of the public and necessary for the purposes of a provincial park and may construct and operate recreational facilities that the Minister considers necessary for the convenience or benefit of the public;

AND WHEREAS the Minister may, under s. 17 of the Act, grant a license, privilege or concession with respect to a provincial park or any part thereof or any land, building, installation or facility therein;



The parties agree as follows:

1.0 PURPOSE OF AGREEMENT: The Province grants a license to the Municipality and authorizes the Municipality to enter upon and use the Park for the purpose of:

- 1.01 Assuming responsibility for the development, operation and maintenance of a volleyball court and floating dock, as detailed in Article 5.0 of this Agreement and Appendix B.
- 1.02 The planning, design and construction of an accessible ramp and modified swimming area. Planning and design must be approved by DNRR prior to construction.
- 1.03 This Agreement may be amended from time to time, in accordance with the provisions of this Agreement, to enlarge or otherwise change the scope of the responsibilities assumed by the Municipality.

2.0 NON-EXCLUSIVE USE

- 2.01 The Park is not for the exclusive use of the Municipality. The Park is to be used in common with the Minister, its successors, assigns, agents, servants, workers, guests, invitees, and other persons provided for in this Agreement.
- 2.02 The Municipality shall not interfere with or impede others who have co-existing rights with respect to the Parks or those who obtain such co-existing rights in the future.
- 2.03 The Minister reserves the right, now and in the future, to grant such other interests or rights in respect of the Park, including licences or permits to any other third party, for any purpose at its sole discretion

3.0 TERM AND TERMINATION

- 3.01 Upon being signed by both parties, this Agreement shall be effective as of the date first written at the beginning of this Agreement and shall continue in effect for a period of five (5) years unless terminated in accordance with the provisions of this Article.
- 3.02 The parties may renew this Agreement for an additional term of 5 years, for a maximum length of 10 years. The parties may renew or extend the Agreement in writing on such terms and conditions as the parties find mutually acceptable.
- 3.03 The Municipality shall give notice to the Minister of its desire to renew or extend the Agreement no later than two months prior to the end of the term of the Agreement.



- 3.04 This Agreement may be terminated by the Minister if, in the sole opinion of the Minister, the Municipality has breached, defaulted on or failed to comply with any of the terms and conditions of this Agreement and the Municipality has failed to remedy the same after being given a minimum of five days' notice to remedy the breach, default or failure.
- 3.05 Either party may terminate this Agreement by providing one month's written notice to the other party.
- 3.06 Notwithstanding paragraphs 3.01 to 3.05 of this Agreement, the Minister may terminate this Agreement without prior notice to the Municipality if the Municipality files a petition in bankruptcy, is adjudged bankrupt, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors.
- 3.07 The Municipality shall not be entitled to any compensation from the Minister in the event the Agreement is terminated in accordance with the terms of paragraph 3.06.
- 3.08 A decision to amalgamate or consolidate the Municipality with another municipality or municipalities does not fall within the definitions of 3.06 and therefore the contract shall continue with the new consolidated organization.

4.0 EFFECT OF TERMINATION

- 4.01 Upon termination of the Agreement, all fixtures, buildings, facilities and works installed within the Park by the Municipality, become the property of the Minister without right of compensation to the Municipality., notwithstanding items in appendix B.
- 4.02 The Minister may, at the Minister's sole option and discretion, upon termination of this Agreement, require the Municipality to remove any or all fixtures, buildings, signage, structures, facilities and works they specifically installed within the Park at the Municipality's expense.
- 4.03 Paragraph 4.02 shall survive termination of this Agreement for a period of one year.

5.0 OPERATION AND MAINTENANCE

- 5.01 The Municipality assumes responsibility for the operation and maintenance of the volleyball court at the Park as outlined in Appendix B.
- 5.02 Before commencing work that will cause ground disturbance or remove vegetation ^{AM} The Municipality shall ~~is to~~ provide notice the Department. The Department will provide guidance to the Municipality to limit impacts to wildlife and habitat.

- 5.04 The Municipality shall ensure the Municipality's areas of responsibility, as outlined in Appendix B, are operated in accordance with the requirements of the *Act* and to the Minister's specifications, which will be provided to the Municipality where appropriate.
- 5.05 The Municipality must contact and receive written permission from the Director of Parks & Outreach Department of Natural Resources and Renewables prior to commencing any activities other than those listed in Appendix B. This includes any construction or significant repairs of existing facilities, any proposed infrastructure development or construction or any non-routine public events within the Park
- 5.06 The Municipality may promote the Park through its website, social media platforms and by print materials. The Municipality must obtain prior written consent from the Minister before undertaking promotional incentives with other governments, provincial government departments or third parties, and before entering into any agreements with any third parties related to significant promotion incentives, including corporate sponsorships.
- 5.07 The Municipality may, from time to time, restrict public access to the volleyball court or the floating dock during maintenance activities. The Municipality may also restrict public access in the interests of public safety during construction with permission from local Natural Resources and Renewables office. However as a Provincial Park it is understood that public access will not be restricted in general, and only occur as the exception.
- 5.08 The Minister shall supply the Municipality with copies of the *Act* and shall provide general guidance and advisory services, but not legal advice, to The Municipality to ensure compliance with the requirements of the *Act*.
- 5.09 Violations of the *Provincial Parks Act* or the *Provincial Parks Regulations* (the "Regulations") within the Park shall be referred for investigation and appropriate action to a conservation officer or other authorized person. The Municipality, and its employees or agents, shall not carry out enforcement activities within the Park, unless done so in the course of assisting a conservation officer in accordance with the relevant legislation.
- 5.10 The Municipality shall ensure areas of responsibility are properly maintained in a good and workmanlike manner and to ensure proper and safe public use of the Park.
- 5.11 The Minister may periodically inspect the Park for purposes of ensuring proper operation and maintenance. The Municipality shall comply with any direction of the Minister arising from such inspection
- 5.12 The Minister shall consider, upon request of the Municipality, the appointment of a person employed by the Municipality as a park attendant in the Park. The Municipality shall ensure that the Park attendant carries out the duties of a park



attendant as prescribed in the *Regulations*.

5.13 The Municipality shall be responsible for any damages to the Park and any lands adjacent to the Park which are caused by the construction, installation maintenance, repair or replacement of any infrastructure placed on the Park by the Municipality, their heirs, employees, agents and guests. The Municipality shall carry out any work necessary to repair such damages, to the Minister's satisfaction, at their sole expense.

5.14 Paragraph 5.12 shall survive termination of this Agreement for a period of 45 days.

6.0 FUNDING FOR ACTIVITIES CONTEMPLATED BY AGREEMENT

6.01 The Municipality shall be responsible for seeking funds to cover all costs and expenses of any asset additions contemplated by this Agreement. The Minister is not obligated to provide any funds to the Municipality under this Agreement. The Minister may, at their sole discretion, assist the Municipality in activities contemplated by this Agreement through providing in-kind resources.

7.0 INDEPENDENT PARTIES

7.01 The parties agree that this Agreement is a license, and that the Municipality is an independent organization and neither it nor its employees nor any person who provides services to the Municipality, whether or not for payment, shall be deemed to be an employee or servant of the Minister.

7.02 The Municipality shall be solely responsible for its own employees or agents, including payments with respect to workers compensation and other employment related issues.

8.0 AUDIT

8.01 During the period that this Agreement is in effect, the Municipality shall, upon request, meet with Department staff annually to review the operations of the Park. It will be the responsibility of the Director to arrange the annual meeting. The Municipality will provide an annual report that includes maintenance objectives, planned construction with timelines and budget estimates.

8.02 The Municipality will advise the Department of funds to be made available for, or associated with, planned operations or activities. The Municipality will prepare and submit, to the Director of Parks, an operating budget for those operations or

activities once the funds are available for the upcoming year each year that this Agreement is in effect..

9.0 LIABILITY

- 9.01 The Municipality agrees that the Minister shall not be liable for any injury, including death, to any person or for the loss of or damage to any property that is caused in any way by the Municipality's construction, installation, maintenance, repair or replacement of activities listed under this agreement unless the injury, loss or damage is caused by the negligence of an officer or employee of the Minister while working within the scope of his or her employment.
- 9.02 The Municipality shall be liable and provide liability insurance for the use of its volleyball court, floating dock and other municipal recreational assets added in the future, when and only when those assets are utilized during the course of official, scheduled recreational programming.
- 9.03 The Municipality shall at all times indemnify and save harmless the Province, its ministers, officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings of any kind based upon injury to or death of a person or damage to, or loss of property arising from any willful or negligent act, omission, or delay on the part of the Municipality, its servants, or agents, in carrying out, or failing to carry out, the terms and provisions of this Agreement.
- 9.04 If, in the opinion of the Minister, temporary closure of the Park, or of any specific area, site or facility within the Park, is advisable for any reason including concerns in respect of wind, flood, fire hazard, or public safety, then the Municipality shall promptly cooperate in the closure of the lands, or any specific area, site or facility within the lands, and the Minister shall not be liable for any damage, expense or loss of the Municipality as a result of this closure.
- 9.05 Where the Municipality is of the opinion that temporary closure of the Park, or any specific area, site or facility within the Park, is advisable for purposes of public safety, the Municipality shall take such action necessary to close the Park, specific area, site, or facility and shall promptly notify the Minister of such action and the reasons therefore. Should the Municipality wish to temporarily close the Park, the Municipality shall first contact and seek written approval from the local Natural Resources and Renewables District Office in Tusket.
- 9.06 The Municipality shall be responsible for the actions and safety of all persons authorized by the Municipality in the construction, operation and maintenance of the Park.
- 9.07 The Municipality, its officers, employees, agents, guests, invitees and permitted assigns, voluntarily accept all risks incurred while using or maintaining the Park.

10.0 NOTICE

10.01 Notice to the Minister shall be directed to:

(1) Department of Natural Resources and Renewables
Parks & Outreach Division
15 Arlington Place, Truro
Nova Scotia, B2N 0G9

ATTENTION: Director of Parks & Outreach
Telephone: (902) 893-6350

And/Or

(2) Department of Natural Resources and Renewables
Tusket (Yarmouth)
404 Hwy. 308 North,
phone 902-648-3540

10.02 Notice to the Municipality shall be directed to:

Alain D, Muise. CPA. CA
Chief Administrative Officer
Municipality of the District of Argyle
PO Box 10, Tusket, NS B0W 3M0
902-648-3379
admuisse@munargyle.com

10.03 Either party may designate a new address for notices under this Agreement.

10.04 Every notice given shall be given either in writing personally delivered, or posted by prepaid mail, or by e-mail. If posted, notices shall be deemed to have been received by the intended recipient thereof and shall be effective upon the 5th business day of the Minister next following the date of posting.

11.0 INSURANCE

11.01 The Municipality shall provide and maintain third party liability insurance. The insurance shall be written in such terms as will fully protect the Municipality and the Minister as a named insured. The limits of coverage shall not be less than five million dollars (\$5,000,000) per occurrence with respect to any claim which may occur as a result of performance by the Municipality, its agents, or employees under



this Agreement.

- 11.02 The Municipality shall immediately notify the Minister of any claims against the Municipality or the Minister.
- 11.03 The Municipality shall provide the Minister with a copy of the policy of insurance as required pursuant to paragraph 11.01, as well as renewals of such policy.
- 11.04 The Municipality shall be responsible for payment of any deductible with respect to such insurance policies.
- 11.05 Details of any claims, or other proceedings brought against the Municipality, with respect to activities associated with the Park, are to be immediately reported to the Department of Natural Resources and Renewables.

12.0 INTERPRETATION

- 12.01 This Agreement shall be interpreted according to the laws of the Province of Nova Scotia.
- 12.02 This Agreement may not be assigned in whole, or in part, without the prior written consent of the Minister, which consent may be withheld for any reason.
- 12.03 Any waiver by the parties of any breach of this Agreement by the other, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement by the other.
- 12.04 This Agreement, including the preamble and the appendices, establishes the whole agreement between the parties and no representation or statement not expressly contained within the Agreement will be binding upon either party.
- 12.05 If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed removed from the Agreement.
- 12.06 This Agreement may only be amended in writing and signed by both parties. Any amendments shall be supplemental to and shall be deemed to form part of this Agreement. This Agreement shall not be changed, modified or discharged orally.
- 12.07 The Municipality shall comply with all laws, whether federal; provincial or municipal. The Municipality shall obtain and maintain any necessary approvals, permits or authorizations required under municipal, provincial and federal acts, regulations and by-laws.




IN WITNESS WHEREOF the parties agree that this Agreement becomes effective on the day and year written at the beginning of this Agreement.

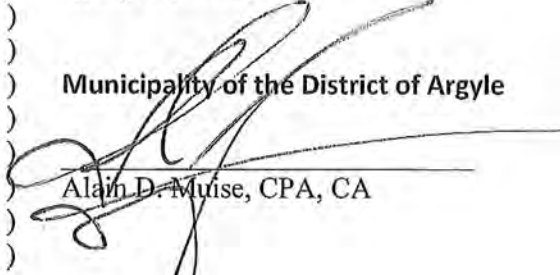
Pauline Cavelier
Witness

Maisha Cho
Witness

) **HER MAJESTY THE QUEEN IN**
) **THE RIGHT OF THE PROVINCE**
) **OF NOVA SCOTIA, as represented by**

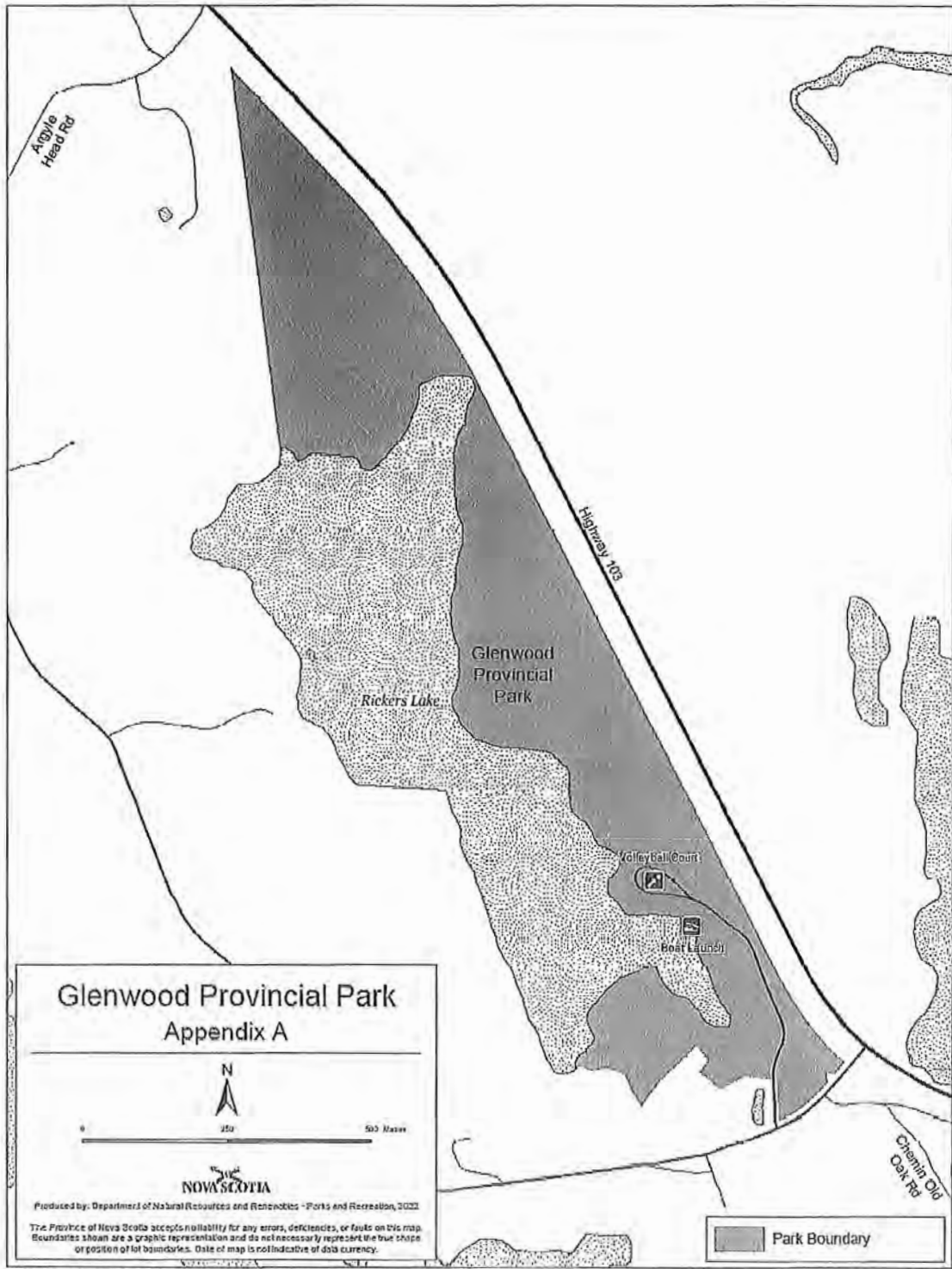
) 
) Honourable Tory Rushton
) Minister of Natural Resources and
) Renewables
) **(July 25, 2022)**

) **Municipality of the District of Argyle**

) 
) Alain D. Muise, CPA, CA



Appendix A – Map of Park showing location of elements covered by this agreement.



Appendix B – Activities and Operations Allowed under Agreement

The Municipality is responsible for the development, operation, and maintenance of a volleyball court, and floating dock as set out in this Appendix. The Municipality also has plans for an accessible ramp to the floating dock and in a later phase, the improvement of the current swimming area, considering safety and other factors. Although this agreement provides authority to construct, written permission from the Director of Parks must be granted before construction begins. The approval will include a review of design, construction methods and timelines.

Specifically:

- Construction, operation, and maintenance of a volleyball court
- Purchase, installation, and maintenance of a floating dock to be installed in Ricker's Lake.
- Planning and installation of accessible ramp to provide access to the floating dock.
- As advised by the Province, the planning and infrastructure upgrades necessary to improve the current swimming area.
- If deemed required by both parties, the addition of a parking lot to accommodate increased visitation.
- All types of signage (regulatory information, hazard, wayfinding and interpretative) must meet the provincial park signage standards and be reviewed and approved by Department of Natural Resources and Renewables – Parks Division. Municipality's responsibilities include signage planning, content development, installation, and maintenance in accordance with the park standards
- Events and tournaments must be approved by local Department office and a Letter of Authority issued.

Equipment (chattel) on Provincial premises

- The Municipality agrees that in the event of termination of this Agreement, that it shall retain ownership and remove all equipment at its own expense. The Province shall obtain ownership of the infrastructure that is left behind, such as structures, buildings, and landscape improvements. All equipment or fixtures, regardless of its nature, shall be owned by the organization that removes it, and the owner shall remove at its own expense. The Province shall own all that remains on their property upon termination.
- The Municipality assumes responsibility for the yearly installation, removal and offsite storage of the floating dock, volleyball nets, poles and other related seasonal equipment.

Major construction or alteration of property

- The Municipality acknowledges that the Glenwood Park is at the exclusive ownership of the Province and shall consult with the Province prior to any major construction or alteration on the Province's property. The Province, recognizing the contribution of the Municipality, shall consult with the Municipality prior to any major construction or alteration, to ensure there is no interference with the current modifications contemplated in this agreement.

