

THIS AGREEMENT is made this 14th day of September, 2018

AMONG the following Municipal Units:

**TOWNS OF WINDSOR, MAHONE BAY, LUNENBURG, BRIDGEWATER,
LOCKEPORT, SHELBURNE and CLARK'S HARBOUR;**

- and -

**MUNICIPALITIES OF THE DISTRICTS OF WEST HANTS, CHESTER,
LUNENBURG, SHELBURNE AND BARRINGTON,**

- and -

REGION OF QUEENS MUNICIPALITY.

(All Of The Above-Named Municipal Units Are To Be Hereinafter Referred To Collectively As "the Parties" Or "the Parties to this Agreement" or Singly as "the relevant Party")

WHEREAS the Parties wish to enter into a legally binding Inter-Municipal Agreement pursuant to the authority vested in them by Sec. 60 of the Municipal Government Act.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

PURPOSE

1. The purpose of this agreement is to:

- (a) provide to the residents of the Parties to this Agreement selected Solid Waste Resource Management Services pursuant to Secs. 39 to 41 of the Solid Waste Resource Management Regulations, made pursuant to the *Environment Act* of Nova Scotia; and to
- (b) manage and maintain services as set out elsewhere in this agreement.

INTER-MUNICIPAL COMMITTEE

2. The Parties hereby delegate the power to provide selected Solid Waste Resource Management Services (hereinafter referred to as "SWRMS") to a committee to be known as The Region 6 Intermunicipal Committee (hereinafter called "the Committee") which is hereby created upon the execution of this Agreement. Each member of this Committee is to be comprised of regular or alternate member representatives from each of the Parties.

COMMITTEE MEMBERS

3. Each of the Parties shall, within 4 weeks of the application of final signatures and date to this agreement, appoint, by motion, a person to act as that party's regular member of the Committee as well as a person to act an alternate member and a copy of said motion shall be delivered to the Region 6 offices.
4. An alternate member may attend any and all meetings of the Committee and may participate in all discussion and debate, but such alternate member shall not have the right to vote on any motion unless the regular member is absent.
5. Each member, whether regular or alternate, of the Committee serves for whatever term was specified in the Council motion through which s/he was appointed.
6. In the event of a vacancy the Council of the relevant Party shall, within 4 weeks of the vacancy being determined by motion of the Committee to be a serious matter, shall appoint a new person to be its regular member.
7. Each of the Parties is responsible for the payment of remuneration and/or expenses, if any, due and owing to its regular or alternate member representative on the Committee.

CHAIR – QUORUM – VOTING

8. The members of the Committee shall, annually appoint one of its members to act as Chair for the following year.
9. At each of the meetings as outlined in the immediately preceding clause, the members of the Committee shall also appoint one of its members to act as Vice-Chair for the following year and that person shall perform the duties of the Chair in the event of the absence or incapacity of the Chair.
10. The person presiding as Chair shall have one vote only and shall exercise that vote on every motion put before the Committee.

11. A quorum of the Committee shall consist of seven (7) members.
12. An alternate member shall qualify as a member for the purposes of establishing a quorum only when, and so long as, the regular member of that party is absent.
13. At least seven (7) members voting in favour shall be required for a motion to pass and, in addition, the parties that appointed those members voting in favour must represent a minimum of 50% of the total population represented by the Parties to this agreement – said figures to be taken from the most recent available Census of Canada statistics.
14. Each member of the Committee, including the Chair or other person presiding, shall vote on every question before the Committee, excepting in the case where the member has declared a conflict in the matter under consideration.
15. In declared conflicts, the member shall comply with the provisions of the *Municipal Conflict of Interest Act*, including a description of the explanation, basis or reasons for the declaration of a conflict or a perceived conflict.
16. In the event that a member has declared a conflict his or her designated alternate, unless the alternate also has a conflict, may vote in the stead of the member who declared a conflict.
17. The Committee shall keep a Conflict of Interest log book in which the details of any declared conflict of interest are recorded, including the explanation, basis or reasons provided by the member.
18. The Committee shall, for its Rules of Procedure, follow “Bourinot’s Rules of Order” by G. Stanford, latest Edition.

COMMITTEE OFFICERS

19. The Committee may appoint a Secretary or a Treasurer, or both, to serve the Committee. A member, whether regular or alternate, is not eligible for such appointment. Neither the Secretary nor the Treasurer shall be a member of the Committee nor shall either be entitled to vote on any Committee motion.

COMMITTEE STAFFING

20. The Committee may, by motion, hire a Regional Co-ordinator who shall conduct certain aspects of the business of the Committee as instructed by various motions of the Committee. The Regional Co-ordinator may be authorized, by specific and individual motion of the Committee, to hire, supervise and manage certain support staff.

GOALS

21. The Mandate of the Committee shall be to endeavour to achieve the following general goals:

- (a) To develop an integrated Solid Waste Resource Management system for the Parties which is environmentally sound, socially acceptable and financially feasible;
- (b) To develop a SWRM system while avoiding, if possible, placing restrictions on the abilities of each of the Parties;
- (c) To develop a SWRM system while avoiding, if possible, placing restrictions on the ability of each of the Parties to enter into separate agreements addressing the subject of Solid Waste Resource Management with other Regions, Municipal Units or the Private Sector;
- (d) To strive for an optimum balance between maximising the Long-Term Benefits achievable by diversion from disposal and minimising Costs, both operating and capital, associated with implementation of the SWRM system;
- (e) To develop programs and services aimed at Waste Reduction, Reuse, Household Hazardous Waste, and Education to assist in achieving the Provincial diversion targets – and to comply with any disposal bans imposed through the SWRM Regulations;
- (f) To assist in meeting and even exceeding the Provincially mandated diversion targets if the Committee deems it environmentally, socially and/or financially beneficial to do so;
- (g) To assist in increasing public awareness and public participation in the SWRM system;
- (h) To consult with the public in an attempt to have the decisions of the Committee reflect the needs and desires of the population as a whole; and
- (i) To conduct its operations equitably and in a fiscally responsible manner.

SERVICES

22. Selected SWRM services for the Parties will be provided by the Committee with a view toward the service Goals as stated above and in accordance with any SWRM plan that may have been adopted by any of the Parties subject, however, to the enumerated listing of services as outlined in the following section or clause of this Agreement.

23. Selected SWRM services, for the purposes of this Agreement, means:

- (a) Education;
- (b) Regional Co-operation and encouragement of common standards

- (c) Provision of a Regional Co-ordinator as well as office space and equipment;
- (d) Disbursement of Resource Recovery Fund Board ("RRFB") hereinafter referred to as DIVERT NOVA SCOTIA, diversion credits
- (e) Implementation of any DIVERT NS approved projects; and
- (f) The Parties have power to add by amendment to this Agreement.

POWERS

- 24. Any and all powers as outlined in this section are subject to financial restrictions and controls as outlined elsewhere in this Agreement.
- 25. The Committee may acquire, or contract for, any equipment or facilities that it has deemed, by motion, to be either necessary or advisable to carry out its responsibilities pursuant to this Agreement.
- 26. The Committee may hire, or contract for, any personnel, as well as related equipment or facilities, that it has decided, by motion, to be either necessary or advisable to carry out its responsibilities pursuant to this Agreement.
- 27. The Committee may contract with any person or entity, including a municipal unit, whether or not that unit is a Party to this agreement, for the provision of any service or facility that the Committee has decided, by motion, to be either necessary or advisable to carry out its responsibilities pursuant to this Agreement.
- 28. Any assets acquired by the Committee shall be held In Trust for the current participating Parties subject to obligations, if any, in contracts the Committee may have entered into which provide for joint or partial ownership.
- 29. The Committee shall hire and provide office space and equipment for, a Regional Co-ordinator as specified under "Services" above.
- 30. The signing officers for the Committee shall be either of the Chair or the Vice-Chair and the Regional Co-ordinator. Two persons must sign for any cheque or contract to be valid and one must be the Regional Co-ordinator. If however a Regional Co-ordinator has not been hired, then the signing officers for any cheque or contract shall be the Chair and the Vice-Chair signing together.

FINANCES

31. The cost of operations of the Committee shall be paid for by the Parties in shares determined by the formula: **Costs – Revenues = Net Cost** where Costs are to be exclusive of any portion of costs associated with the provision of regional services as outlined in SERVICES above as may be recovered from DIVERT NS grants, other grants and diversion credits and where Revenues are to include grants, recoveries and other revenues but not diversion credits.
32. The Net Cost is to be paid, by way of one-fourth quarterly instalments, by each of the Parties in respective shares proportional to population figures taken from the most recent available Census of Canada statistics.
33. Each Fall the Committee shall prepare a proposed budget for the following year.
34. The proposed Committee budget shall be submitted to the Councils of each of the Parties prior to 4:30 p.m. on December 31st of each year.
35. The Councils of each of the Parties shall approve said budget, or refuse to do so, by 4:30 p.m. on March 14th of the year to which said budget applies.
36. Should the Council of any of the Parties fail to approve or refuse to approve the proposed Committee budget and so notify in writing the Committee by the stated deadline, then the said budget is deemed to have been approved by that Council.
37. The proposed Committee budget shall be binding on all of the Parties if approved by the Councils of 75% or more of the Parties, so long as the Parties whose Councils have approved represent a minimum of 50% of the total population represented by the Parties to this agreement – said figures to be taken from the most recent available Census of Canada statistics.
38. In the event that motions of refusal to approve result in a proposed Committee budget not receiving approval of the necessary majority of Councils, the Committee shall revise the proposed budget taking into account any comments that may have been provided and submit a revised budget to the Councils of the Parties.
39. Should the Council of any of the Parties fail to approve or refuse to approve a revised proposed Committee budget within 45 days after receipt of same then the said budget is deemed to have been approved by that Council.
40. Each of the Parties shall pay its annual contribution toward Net Cost to the Committee by quarterly payments of one-fourth of its obligation – each such payment to be made in advance on or before the 1st day of each quarter unless there are sufficient funds by way of diversion credits to cover the proportion of Net Costs for that period.

41. In the event of a forced revision of a proposed budget, the quarterly payments by each of the Parties shall be one-fourth of its obligation based on the previous year's budget and shall be paid as noted in the preceding Clause, until the new budget is approved and then adjustments will be made accordingly to meet the payments that are required, for all months of that budget year, under the new revised budget.
42. Any of the Parties which is more than thirty (30) days in arrears shall be charged, and shall pay, interest on said arrears at a rate equal to the borrowing rate for the host municipality PLUS four percent (4%) per annum, compounded annually.
43. The voting privileges, normally exercisable at meetings of the Committee, of both the regular and alternate (if any) member of any of the Parties which is more than sixty (60) days in arrears shall be forfeited immediately and shall not be reinstated until the arrears are completely cleared up.
44. The Committee shall in no case spend funds in excess of ten percent (10%) above the approved annual operating budget.
45. Any expenditure in excess of those authorized by the approved annual operating budget requires the prior approval of the Committee.
46. Any deficit or surplus at the end of any year shall be applied to the succeeding year.
47. Each of the Parties is free to supplement the funds of the Committee or to supplement the services, programs and facilities provided by the Committee.

SPECIAL PROJECTS FUND

48. Any extraordinary funds allocations from the DIVERT NS or any other source may be designated for, and deposited into, a reserve fund to be known as the "Special Projects Fund" to be utilized, by discretionary motion of the Committee, for non-budgeted programs which benefit the parties and the public and which are deemed by the Committee to further the goals and/or services described in this agreement.

USER CHARGES

49. The Committee may fix charges for various elements of any specific program provided by, or managed by, the Committee.
50. Charges applicable to a specific program shall be set no higher than a level estimated to recover the full costs associated with the providing of, or managing of, said program.

51. Revenues from charges shall be applied to the specific program upon which they were based.
52. Nothing in this agreement prevents, nor is intended to prevent, any of the Parties from establishing and collecting user charges of any kind.

DIVERSION CREDITS

53. The balance of the diversion credits paid to the Committee by the DIVERT NS shall be divided among the landfill sub-regions proportional to their success in achieving diversion.

ADMINISTRATION

54. The fiscal year of the Committee is to be, and coincide with, the municipal fiscal year.
55. The Committee shall file an annual report with the Council of each of the Parties before September 30th of each year setting out its activities in the preceding fiscal year and including an audited statement of its assets, liabilities, revenues and expenditures.
56. The accounts of the Committee shall be kept and reported on as required by the Municipal Accounting and Reporting Manual prescribed by the Minister of Service Nova Scotia and Municipal Relations, as amended from time to time.
57. This agreement takes effect as of the date of the signing by the last of the Parties to sign on and that date is to be inserted at the top of page one.
58. Except where specifically provided for, a failure by any Party to do any act within the time provided for in this Agreement, shall not relieve that Party of its obligation of subsequently doing so forthwith and shall notify the other Parties in a timely fashion of its intention to act or of its reasons for not doing so.

REVIEW and AMEND

59. This document constitutes the entire agreement of the Parties with respect to the Regional provision of "selected SWRM services" as defined in this agreement and this agreement may only be altered by written amendment by all of the Parties.
60. The Parties agree to strive to review this agreement every five (5) years.

WITHDRAWAL

61. Each of the Parties has a conditional right to withdraw from this agreement – by way of delivery to the Committee of a formal, written Notice of Withdrawal, based on a motion of the Council of the relevant Party.
62. The condition on that right is that said Notice of Withdrawal must be delivered to the Committee not less than one (1) year prior to the intended date of withdrawal and said date of withdrawal shall be at the end of the fiscal year specified in the Notice of Withdrawal.
63. The relevant Party intending to withdraw from this agreement remains responsible for its share of any liabilities incurred to the date of such withdrawal as well as any severance, penalty or other costs necessarily incurred by the Committee as a result of said withdrawal.
64. Any one of the Parties that withdraws from this agreement shall cease to have any right to ownership in any asset created by, or acquired by, the Committee.

DISSOLUTION

65. The Parties may, by a special majority vote requiring 2/3 of the members representing at least 75% of the total population represented by the Parties (at that time) to the agreement – said figures to be taken from the most recent available Census of Canada statistics – voting in favour, terminate this agreement and dissolve the Committee.
66. Any such dissolution shall be subject to the rights of Third Parties contained in any contracts into which the Committee has entered.
67. Upon dissolution the assets of the Committee are vested in the Parties (at that time) and the Parties (at that time) are responsible for the liabilities of the Committee, less any that are the responsibility of any of the Parties that has withdrawn, and both such assets and liabilities are to be proportioned to the Parties (at that time) in proportion to the amounts contributed by the Parties (at that time) to the Committee during its years of operation.

ARBITRATION OF DISPUTES

68. Any irresolvable dispute as to the proper interpretation of this agreement shall be handled pursuant to the provisions of the *Arbitration Act* of Nova Scotia, despite the passing of the *Commercial Arbitration Act*, for a flexible and speedy resolution of same.

GENERAL PROVISIONS

69. Contracts entered into by the Committee shall be governed by the laws of Nova Scotia and shall so state.
70. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

TOWN OF WINDSOR

J. Richard

Rene Allen

Mayor

J. Richard

Louis Cantelmo

CAO / Clerk-Treasurer / Manager

Witness - TOOD RICHARD
(please print name below signature)

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

)
)
Kim Boutin)

)
)
Kim Boutin)

Witness – Kim Boutin
(please print name below signature)

TOWN OF MAHONE BAY

David [Signature]

Mayor

[Signature]

CAO / Clerk-Treasurer / Manager

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

[Signature])

[Signature])

Witness - _____
(please print name below signature)

TOWN OF LUNENBURG

Rachel Bailey
Mayor
Rachel Bailey

[Signature]
CAO / Clerk-Treasurer / Manager

BEA RENTON
(Sept. 14/18 as per Town
Council Aug 28/18 meeting.)

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

S. Porter-Lowe)

S. Porter-Lowe)

Witness - Sandra Porter-Lowe
(please print name below signature)

TOWN OF BRIDGEWATER

[Signature]
Mayor

[Signature]
CAO / Clerk-Treasurer / Manager

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

TOWN OF LOCKEPORT

)
)
)
June Harding)

George A. Harding
Mayor

)
)
June Harding)

Jayne H. Young
CAO // Clerk-Treasurer / Manager

Witness - June Harding
(please print name below signature)

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

TOWN OF SHELBURNE

)
)
)
RSmith

Karen S. Mattatall
Mayor

)
)
RSmith

[Signature]
CAO / Clerk-Treasurer / Manager

Witness - RSmith - Robin Smith
(please print name below signature)

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

)
)
)
Julianne Link)
Julianne Link)
Witness - Julianne Link
(please print name below signature)

TOWN OF CLARKS HARBOUR

Leigh B. Stoddart
Mayor
Jennifer Jones
CAO / Clerk-Treasurer / Manager

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

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)
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pt le May
)
)
)
pt le May
)

Witness - MADEIRA LEMAY
(please print name below signature)

MUNICIPALITY OF THE
DISTRICT OF WEST HANTS

[Signature]
Warden

[Signature]
CAO / Clerk-Treasurer / Manager

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

Cindy Hannaford)

Cindy Hannaford)

Witness - Cindy Hannaford
(please print name below signature)

MUNICIPALITY OF THE
DISTRICT OF CHESTER

[Signature]
Warden

[Signature]
CAO / Clerk-Treasurer / Manager
Municipal Clerk.

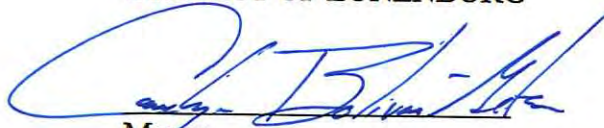


IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

MUNICIPALITY OF THE
DISTRICT OF LUNENBURG

)
)
)
Joanne Powers



Mayor

)
)
)
Joanne Powers



CAO / Clerk-Treasurer / Manager

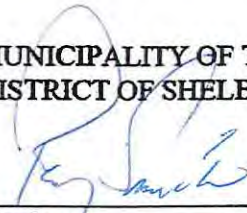
Witness - Joanne Powers
(please print name below signature)

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

MUNICIPALITY OF THE
DISTRICT OF SHELBURNE

)
)
Anita DeMingo



Warden

)
)
Anita DeMingo



CAO / Clerk-Treasurer / Manager

Witness - Anita DeMingo
(please print name below signature)

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

Lisa Rossetti)

Lisa Rossetti)

Witness - *Lisa Rossetti*
(please print name below signature)

MUNICIPALITY OF THE
DISTRICT OF BARRINGTON

Philip H. ...
Warden

John ...
CAO / Clerk-Treasurer / Manager

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of)

)
)
)
Shelley Connolly)

)
)
Shelley Connolly)

Witness - Shelley Connolly
(please print name below signature)

REGION OF QUEENS
MUNICIPALITY

David Day
Mayor

Christine
CAO / Clerk-Treasurer / Manager