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## **Council Meeting**

December 14, 2021

Time: 6:30pm

**AGENDA**

(Via WebEx Virtual Meeting)

1. **Call to Order**
2. **Approval of Previous Minutes**
3. **Approval of the Agenda**
4. **2nd Reading:**
  - a. R. Logie and A. Logie – Rezoning Maple Avenue
5. **Recommendations:**
  - a. COTW Recommendations to Council
  - b. Police Advisory Committee Recommendation to Council
6. **New Business:**
  - a. Interim IMSA (Shared Service Pilot Project)
  - b. Kings Region Diversity IMSA
  - c. Mural Project Donations
  - d. Municipal and Village Code of Conduct Regulations
  - e. Safe Restart Funds Projects
  - f. Valley Waste Guarantee
7. **Mayor's Update**
8. **Adjournment**

**Town of Berwick Report to Municipal Council**

**Subject:** Planning Advisory Committee Recommendation for First Reading Regarding Logie rezoning application, Maple Avenue

**From:** Chrystal Fuller, Brighter Community Planning & Consulting

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Council gave First Reading to the rezoning of Logie lands at its meeting on November 9th, 2021 after receiving a motion from PAC and reviewing a staff report, and the policies of the MPS, as well as the information provided by the applicant.

After a Public Hearing in this matter and further consideration, the following motion is put forth:

**THAT**

Council give Second Reading to the rezoning of Logie Lands on Maple Avenue (PID 55543987) from R-1 to R-2.

**Town of Berwick**  
*Report to Municipal Council*  
**Agenda Item**

Subject: November, 2021 Committee of the Whole Recommendations  
From: Mike Payne, Chief Administrative Officer  
Date: December 14, 2021

The following recommendations to Council are being forwarded from Committee of the Whole (November, 2021), for further discussion and action:

**It is recommended from COTW**

**THAT**

Staff recommend that Council approve the Tax Reduction Policy

**It is recommended from COTW**

**THAT**

Staff recommend that Council approve the Tax Exemption Policy. Staff recommend that Council recommend the Day Care Centres Property Tax Exemption and Reduction By-law for first reading

**It is recommended from COTW**

**THAT**

Council accepts Chris Cooke as the new member of the Accessibility Committee.

**Town of Berwick**  
*Report to Municipal Council*  
**Agenda Item**

Subject: November, 2021 Police Advisory Committee Recommendation  
From: Mike Payne, Chief Administrative Officer  
Date: December 14, 2021

The following recommendations to Council are being forwarded from the Police Advisory Committee (November, 2021), for further discussion and action:

**It is recommended from the Police Advisory Committee**

**THAT**

Council approve two additional solar powered pedestrian activated crosswalk signals and a solar powered speed radar device through the F2023 capital budget planning process.



# MEMO

To: Municipal Councils  
Kings Transit Authority Board  
Valley Region Solid Waste-Resource Management Authority Board

From: Chief Administrative Officers

Date: November 30, 2021

Re: Interim IMSA (Shared Service Pilot Project)

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## Background

Municipal partners in both Annapolis and Kings Counties have been working together to examine our current Inter-Municipal Services Agreements with the goal of improving service delivery and maximizing efficiencies.

The first initiative that is being recommended by the Working Group (comprised of the Warden of the Municipality of the County of Annapolis, the Mayor from the Municipality of the County of Kings and the Mayors of the Towns of Annapolis Royal, Berwick, Kentville, Middleton and Wolfville) is the creation of an Interim IMSA (attached) to undertake a two-year pilot project intended to strengthen both Kings Transit Authority (KTA) and the Valley Region Solid Waste-Resource Management Authority (Valley Waste).

It is requested that all parties to the Interim IMSA consider the matter prior to the end of December 2021 so work can commence in early 2022.

## Draft Motion

### **For Municipal Councils:**

That Council authorize the Mayor [Warden] and Chief Administrative Officer to execute the attached Interim Inter-Municipal Services Agreement.

### **For Kings Transit:**

That the Kings Transit Authority authorize the Chair and General Manager to execute the attached Interim Inter-Municipal Services Agreement.

### **For Valley Waste:**

That the Valley Region Solid Waste-Resource Management Authority authorize the Chair and General Manager to execute the attached Interim Inter-Municipal Services Agreement.

## Legislative Authority

Section 60, Nova Scotia *Municipal Government Act*.

## Reference and Attachments

### 1. Interim Inter-Municipal Services Agreement

## Discussion

### *Scope*

Over the past few months, the Working Group has been developing and finalizing an Interim IMSA for consideration by Municipal Councils in Annapolis and Kings Counties, KTA, and Valley Waste. The purpose of the Interim IMSA is to conduct a two-year shared services pilot program tasked with:

#### Valley Waste:

- Cost accounting of the various streams (activity-based approach)
- Cost analysis of volumes associated with commercial haulers
- Implications of a “user pay” system of cost recovery
- Analysis of implications associated with the Provincial *Environmental Goals and Climate Change Reduction Act*, e.g., Extended Producer Responsibility system of waste management and the reduction of solid waste disposal rates.
- Managing the regular business and transformational change

#### KTA:

- Management of external consulting engagements addressing a complete service delivery review including:
  - Fixed transit route review
  - Detailing of fixed transit fleet size and type
  - Integration with on demand transit services
  - Integration with Active Transportation
  - Placement and integration of rapid charging stations
  - Accessibility Plan Development; and
  - Branding and Marketing
- Managing the regular business and transformational change

#### Both KTA and Valley Waste:

- Strategic Plans to address transformational change
- Full five-year Business Plans (emphasis on capital investment plans)
- Fulsome report (tabled six-months prior to end of pilot) on go-forward IMSA corporate governance configuration(s), administrative structure(s), and method(s) of cost-recovery

### *Process*

An initial version of the proposed Interim IMSA was presented to the Working Group by their Solicitor, Bronwyn Duffy, on October 4, 2021. Subsequent discussions and changes were made at Working Group meetings of October 29<sup>th</sup> and November 4<sup>th</sup>. Consultation was held with the Chairs and General Managers for KTA and Valley Waste on November 23<sup>rd</sup> and November 24<sup>th</sup> and the CAOs met to finalize the draft agreement on November 24<sup>th</sup>. On November 26<sup>th</sup>, the Working Group met and passed a motion recommending that the Interim IMSA be forwarded to and approved by the Participating Units and the two corporations.

### *Term and Governance*

The Interim IMSA is for a twenty-four-month term, which will commence on the date of hiring of the Executive Director.

Both Valley Waste and KTA body corporates will remain in place for the duration of the Interim IMSA, however both organizations will delegate their authorities to the interim Board, which is comprised of the Mayors and Warden. The Interim IMSA Board will be bound by the present-day IMSAs for KTA and Valley Waste, which are schedules to the Interim IMSA.

### *Board Decision Making*

There are two components to the Interim IMSA – the pilot component and operational matters.

For matters related to the pilot component, each Municipal Partner (referred to as Participating Units in the Interim IMSA) will have equal voting rights decided by a simple majority. Examples of decisions that fall under the pilot include engagement of the Executive Director and Director of Finance positions, consideration of reports and advice per the deliverables of the pilot, and the review and approval of pilot related financial reports.

For matters related to operations of KTA and Valley Waste, the Interim Board must follow the two present-day IMSAs. Only Directors who represent parties to the present-day IMSAs are entitled to vote on monetary matters. Additionally, only Directors who represent parties to the present-day IMSAs are entitled to be present during closed sessions of the Interim Board convened pursuant to Section 22 of the *Nova Scotia Municipal Government Act*.

### *Special Resolutions*

Special resolutions are defined as a motion, which must be passed by a majority, and must also include the Municipality of the County of Kings. The only time this applies is in the approval of annual operating and capital budgets of KTA and Valley Waste. Should Kings object to these, they must present an alternative for consideration. In the absence of agreement of the alternative consideration, the matter proceeds through mediation and arbitration and all Participating Units are bound by the decision of an arbitrator.

### *Administration*

The Executive Director is not intended to be a solid waste or transit expert. The current General Managers for both organizations will provide expert advice to the Executive Director and will continue to lead the day-to-day operations and management functions of both organizations. The Executive Director will be a change management expert, and along with the term Director of Finance, are intended to provide incremental support to both organizations for the duration of the Interim IMSA.

### Financial Implications

#### *Pilot Expenditures*

<b>Pilot Expenditures (24 Months)</b>	
Staffing	
Executive Director	\$ 301,600
Accountant	232,000
	533,600
Transit Studies	
Consulting Fees	158,750
ICIP portion	(97,250)
Net Shareable	67,500
Total Estimate	\$ 601,100

#### *Allocation by Partner*

<b>Allocated Over Three Fiscal Years</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>	<b>Total</b>
<b>Estimated Cost (refer to Schedule A)</b>	<b>\$ 111,667</b>	<b>\$ 300,550</b>	<b>\$ 189,383</b>	<b>\$ 601,100</b>
<b>Cost Allocation</b>				
<b>County of Kings</b>	<b>\$ 55,216</b>	<b>\$ 149,283</b>	<b>\$ 94,066</b>	<b>\$ 298,566</b>
<b>Town of Kentville</b>	<b>11,253</b>	<b>30,425</b>	<b>19,171</b>	<b>60,850</b>
<b>Town of Wolfville</b>	<b>9,368</b>	<b>25,326</b>	<b>15,959</b>	<b>50,653</b>
<b>Town of Berwick</b>	<b>4,779</b>	<b>12,921</b>	<b>8,142</b>	<b>25,842</b>
<b>County of Annapolis</b>	<b>24,870</b>	<b>67,283</b>	<b>42,368</b>	<b>134,476</b>
<b>Annapolis Royal</b>	<b>2,410</b>	<b>6,517</b>	<b>4,106</b>	<b>13,034</b>
<b>Middleton</b>	<b>3,270</b>	<b>8,840</b>	<b>5,570</b>	<b>17,680</b>
<b>Total</b>	<b>\$ 111,167</b>	<b>\$ 300,550</b>	<b>\$ 189,383</b>	<b>\$ 601,100</b>

### Communications Requirements

Councils will receive regular update reports from the Interim IMSA Board and Executive Director throughout the duration of the Interim IMSA pilot.

**THIS INTERMUNICIPAL SERVICES AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2021.

**BETWEEN:**

**MUNICIPALITY OF THE COUNTY OF ANNAPOLIS**, a body corporate, pursuant to section 7 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Annapolis County”)

-and-

**TOWN OF ANNAPOLIS ROYAL**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Annapolis Royal”)

-and-

**TOWN OF BERWICK**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Berwick”)

-and-

**TOWN OF KENTVILLE**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Kentville”)

-and-

**MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate, pursuant to section 7 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Kings”)

-and-

**TOWN OF MIDDLETON**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Middleton”)

-and-

**TOWN OF WOLFVILLE**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “**Wolfville**”)

-and-

**VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY**, a body corporate, incorporated pursuant to the laws of the Province of Nova Scotia;

(hereafter, “**Valley Waste**”)

-and-

**KINGS TRANSIT AUTHORITY**, a body corporate, incorporated pursuant to the laws of the Province of Nova Scotia;

(hereafter, “**KTA**”)

(collectively, the “**Parties hereto**”)

**WHEREAS** section 60 of the *Municipal Government Act* (MGA) provides for the delivery of municipal services on such terms and conditions as agreed by the Participating Units (PU) as defined herein;

**WHEREAS** a Memorandum of Understanding forming a Working Group of elected officials and senior staff was executed in April 2021;

**WHEREAS** the Parties hereto desire to develop a pilot for the joint delivery of municipal services by Intermunicipal Service Agreement (IMSA) pursuant to section 60 MGA;

**WHEREAS** Valley Waste and KTA continue in effect as corporations and they do, as signatories to this IMSA, agree to the governing and administration provisions herein for a 24-month term (Interim IMSA);

**WHEREAS** the Parties hereto agree that the two current Boards of Directors for Valley Waste and KTA shall be inactive for the term of the Interim IMSA and one Board shall be appointed for both corporate entities;

**WHEREAS** Valley Waste and KTA require immediate incremental and professional resourcing to accommodate financial planning and reporting related in part to the replacement of capital assets that are cresting the end of useful life;

**WHEREAS** resourcing a central agency that follows a shared service model is expected to provide efficiencies such as consolidating contracts for financial services; and

**WHEREAS** the Parties agree that this regional initiative (the “Interim IMSA”) is intended to plan and administer transformational change, in concert with external direction from government funding priorities and legislation;

**NOW THEREFOR THIS AGREEMENT WITNESSETH THAT**, for and in consideration of the joint and several mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto mutually covenant and agree with each other as follows:

## **DEFINITIONS**

1. In this Agreement:

- (a) **Audit Committee** means the Audit Committee pursuant to the MGA and FRAM;
- (b) **Auditor** means a registered municipal auditor as defined in section 457 MGA, appointed by the Board of Directors to audit the financial affairs of KTA and Valley Waste;
- (c) **Board of Directors** means the governing body of the Interim IMSA, responsible for strategic direction and policy, with attendant fiduciary duty;
- (d) **CAO** means Chief Administrative Officer, and has the same meaning as in the MGA or successor legislation as may be enacted from time to time;
- (e) **Fiscal Year** means the 12-month period beginning April 1 and ending March 31 of the subsequent calendar year;
- (f) **FRAM** means the Financial Reporting and Accounting Manual prescribed from time to time enabled by MGA;
- (g) **GAAP** means Canadian Generally Accepted Accounting Principles, as established from time to time by the Chartered Professional Accountants of Canada, or any successor institutes;
- (h) **MGA** means *Municipal Government Act*, S.N.S., 1998, c. 18, as amended;
- (i) **Participating Units** or **PU**s means the Municipal Units that are party to this Agreement;
- (j) **Reporting Period** means the multiple Fiscal Years during which the Interim IMSA is in effect; and



(k) **Special Resolution** means a motion introduced at a duly called meeting that is passed by a majority of the PUs hereto, and which must include Kings.

#### **INTERIM IMSA OBJECTIVES**

2. The Parties hereto desire, through this Interim IMSA, to:
  - (a) determine if scales of economy benefit Valley Waste and the PUs separately and as a collective, given that the operations are volume-based;
  - (b) undertake an assessment of PUs participating as full Parties to a reorganized and re-branded KTA organization;
  - (c) participate in reviews of transit accessibility requirements as part of the legislated Accessibility Plan obligation; and
  - (d) participate in studies and analysis associated with “user pay” approaches to cost-recovery, the impact of updated service contracts and Provincial legislation, and to determine whether continuing under a sale of service arrangement or joining as a party to a revised IMSA is beneficial.

#### **EFFECT**

3. The Parties hereto acknowledge that there continue to be two bodies corporate, KTA and Valley Waste, both of which have delegated their authorities pursuant to the terms and conditions set out in this Interim IMSA, effective as of the hiring date of the Executive Director.
4. The Parties agree that disclosure of documentation, records and information in the possession of the Interim IMSA shall be subject to the *Freedom of Information and Protection of Privacy Act, 1993, c.5*
5. The Board of Directors is the governing body of this Interim IMSA, responsible for strategic direction and policy, as detailed herein.
6. The CAO model of local government shall apply, per Part II MGA.
7. Pursuant to section 3(ar) MGA, the Interim IMSA shall operate as a municipal government as defined, subject to the same legislative rights and obligations, including, without limitation, the *Public Procurement Act, 2011, c. 12, Municipal Conflict of Interest Act, R.S. c. 299, the Conflict of Interest Act, 2010, c. 35* and the *Labour Standards Code, R.S. c. 246.*

## **GOVERNANCE**

### **Board Composition**

8. The Board of Directors shall be comprised of the Mayors and Warden of the PUs for the Term of this Interim IMSA.

### **Continued Authority of the Corporations**

9. The bodies corporate, KTA and Valley Waste, retain all the powers, rights and obligations vested in them by law, though notwithstanding the foregoing, they delegate their authority, as detailed in Schedules C and D, to the Interim IMSA Board of Directors for the term of this IMSA.

## **POWERS**

### **Board Authority**

10. Subject to provisions 9 and 16 herein, the Board shall have all powers of the corporations, KTA and Valley Waste, as set out in Schedules C and D, including, without limitation:
  - (a) to enter into contracts with firms or individuals to procure any incremental administrative service or facility, and specifically the services of Executive Director and Director of Finance;
  - (b) to acquire by purchase, donation, deed, devise, bequest, gift, grant or otherwise, or in any manner or form, real property of any and every description or sell, exchange, mortgage, hypothecate or invest the same;
  - (c) to purchase tangible capital assets;
  - (d) subject to Special Resolution, to develop and recommend operating and capital budgets;
  - (e) to call for, receive and approve policy;
  - (f) to develop strategic plans and direction to effect transformational change;
  - (g) to develop and advance a full five-year business plan, with emphasis on capital financing;
  - (h) to produce a comprehensive report, to be tabled six months prior to the end of the term of the Interim IMSA, addressing go-forward IMSA corporate structure (Report);
  - (i) within the term of the Interim IMSA, to consider and adopt audited financial statements for Valley Waste and KTA; and
  - (j) relative to the Reporting Period provide a budget to actual accounting of the Interim IMSA detailed in Schedule A hereto.

11. Pursuant to provisions 9, 12 and 13 herein, and for greater certainty, the Board of Directors shall govern for the Term of this Agreement:
  - (a) the Objectives and Deliverables of the Interim IMSA and associated budget detailed herein;
  - (b) Valley Waste through assumption of the corporate governance duties detailed Schedule C; and
  - (c) KTA through assumption of the corporate governance duties detailed Schedule D

### **Board Decision-Making**

12. The Parties agree that governance of the Interim IMSA shall involve two separate components: pilot undertakings (Pilot); and regular business associated with governance responsibilities of Valley Waste and KTA (Operational Matters).

#### **Pilot**

13. Relative to decision-making on Interim IMSA Pilot Deliverables as described herein, all Participating Units shall serve on the Board of Directors as voting members. For greater certainty and without limitation, decisions in this regard shall be made by simple majority and include:
  - (a) Engagement of an Executive Director
  - (b) Engagement of a Director of Finance;
  - (c) Consideration of reports and advice requested of and generated or coordinated by the Executive Director; and
  - (d) Review and approval of financial reports related to the Reporting Period.

#### **Operational Matters**

14. With respect to governance provisions detailed in the individual KTA and Valley Waste IMSAs attached as Schedules C and D, all PUs shall be entitled to vote and attend Board meetings with exception of:

#### **Voting**

Only the members of the Board of Directors who represent Parties to the IMSAs appended hereto as Schedules C and D, shall be entitled to vote on monetary matters.

#### **Attendance**

Only the members of the Board of Directors who represent Parties to the IMSAs appended hereto as Schedules C and D shall be entitled to participate in discussions, provide direction to staff or the solicitor, or vote on matters related to or resulting from discussions conducted in closed session in accordance with s.22 MGA. For greater certainty, the PUs hereto that are not party to either the appended Valley Waste or KTA IMSAs, as the case may be, shall recuse themselves and vacate the meeting during periods when the Board convenes in closed session.

### **Special Resolution**

Operational decisions may be subject to the Special Resolution provision herein and include:

- (a) Recommendation of annual budgets, approval of work plans and adoption of audited financial statements prepared in accordance with FRAM and GAAP; and
- (b) Approval of service agreements.

### **PU Authority**

- 15. The PUs hereto shall receive and consider for approval the Report.

### **SPECIAL RESOLUTION**

- 16. The PUs hereto agree that approval of annual operating and capital budgets of Valley Waste and KTA shall require a Special Resolution.

### **ADMINISTRATION**

- 17. The Interim IMSA shall be administered in accordance with Part II MGA. The Parties agree that the Board shall contract an Executive Director for a two-year service.
- 18. The Executive Director shall report to the Board of Directors.
- 19. Valley Waste and KTA shall operate for the Term of the Interim IMSA as Service Divisions, and the General Managers of Valley Waste and KTA shall report to the Executive Director.
- 20. The General Managers shall continue with supervision of day-to-day operations and management functions of their respective Service Divisions. These duties shall include without limitation the management of service agreements, human resources (with the exception of finance personnel), reports through the Executive Director to the Board, and public information, education and communications.
- 21. The Executive Director shall have the same authorities and responsibilities as a CAO while the Board of Directors shall provide strategic direction and serve in a policy role, e.g. requesting, considering and approving statements of policy.
- 22. The role of the Executive Director shall include:
  - (a) Producing outcome reports and recommendations with respect to the Interim IMSA Objectives; namely, capital upgrades, contract negotiations and implications associated with the Nova Scotia *Environmental Goals and Climate Change Reduction Act*;

- (b) Managing external consulting engagements and cost-sharing agreements for KTA; and
  - (c) Supervision of the General Managers.
23. The Parties agree that the Board shall contract a Chartered Professional Accountant or accountancy firm to serve as Director of Finance for a two-year service.
24. This Agreement permits contracting for services of the Executive Director and Director of Finance, and does not authorize the appointment of permanent employees.
25. The Director of Finance shall report to the Executive Director.
26. KTA and Valley Waste finance personnel shall report to the Director of Finance.
27. The Interim IMSA Cost Projections are appended hereto as Schedule A and form part of this Agreement.
28. The Estimated Party Allocations are appended hereto as Schedule B and form part of this Agreement.

#### **INTERIM IMSA (PILOT COMPONENT) DELIVERABLES**

##### **Kings Transit Authority**

29. During the Term of this Interim IMSA, deliverables for KTA include analysis of the following:
- (a) Fixed transit route review;
  - (b) Detailing of fixed transit fleet size and type;
  - (c) Integration with on demand service;
  - (d) Integration with Active Transportation;
  - (e) Integration with rapid charging stations;
  - (f) Accessibility plan development; and
  - (g) Branding and marketing.

##### **Valley Waste**

30. During the Term of this Interim IMSA, deliverables for Valley Waste include analysis of the following:
- (a) Cost accounting of the streams;
  - (b) Full cost recovery of volumes associated with commercial haulers;
  - (c) Conversion to a “user pay” system of cost recovery; and

- (d) Implications associated with the Provincial *Environmental Goals and Climate Change Reduction Act*, e.g., Extended Producer Responsibility system of waste management and the reduction of solid waste disposal rates.

#### **Post Interim IMSA Recommendations**

- 31. On or before month eighteen of the Term, the Board of Directors shall receive, revise as necessary and provide to the Municipal Units that are Parties to the Agreement, post Interim IMSA recommendations that without limitation include:
  - (a) A governance configuration(s);
  - (b) An administrative structure(s);
  - (c) A method(s) of cost-recovery;
  - (d) Strategic Plans for both Valley Waste and KTA;
  - (e) Five-year Capital Investment and business plans for both Valley Waste and KTA

#### **TERM**

- 32. The term of this Interim IMSA shall commence as of the hiring date of the Executive Director. This Agreement shall not renew or be extended without a unanimous resolution of the PUs.

#### **CONFLICT OF INTEREST**

- 33. The *Municipal Conflict of Interest Act*, RSNS 1989, c. 299, and the *Conflict of Interest Act*, 2010, c. 35, shall apply to all Directors.

#### **CODE OF CONDUCT AND ETHICS**

- 34. Any Code of Conduct and Ethics adopted for the Interim IMSA shall be consistent with the Standards of Ethical Conduct for Public Sector Organizations, reduced to writing and provided to all Parties, the Board of Directors, the Executive Director and the Director of Finance and all staff, and shall be published on the Valley Waste and KTA websites.

#### **DISPUTE RESOLUTION**

- 35. Notwithstanding any other provision in this Agreement, any dispute that cannot be resolved shall be referred to mediation in accordance with the *Commercial Mediation Act*, SNS 2005, c. 36. In the event of a budget dispute, it shall be incumbent upon Kings to present an alternative budget. Where a dispute remains unresolved by mediation, then any PU may refer such dispute to arbitration by provision of written notice to all Parties hereto. In the event of arbitration, the arbitrator appointed shall be agreed by the Parties within 30 days of submission to arbitration; in default of agreement, the Parties will refer the choice of arbitrator to the Supreme Court in accordance with section 12 of the *Commercial Arbitration Act* (Nova Scotia) (CAA). The arbitrator shall agree to conduct the arbitration in accordance with the terms of this Agreement. The appointed arbitrator

shall have all the powers given by the CAA. The award and determination of the arbitrator shall be final and binding and each party hereto agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne equally by the Parties unless otherwise ordered by the arbitrator. Notwithstanding anything contained in this Agreement to the contrary, all signatories to this Agreement must abide by the ruling of the Arbitrator.

## NOTICE

36. Any notice under this Agreement, unless otherwise provided, may be given if delivered or mailed, postage prepaid, or by facsimile transmission or electronic transmission to:

CAO  
Municipality of the County of Annapolis  
752 St George Street, PO Box 100  
Annapolis Royal, NS B0S 1A0

CAO  
Town of Annapolis Royal  
285 St George Street, Box 310  
Annapolis Royal, NS B0S 1A0

CAO  
Town of Berwick  
236 Commercial Street  
Berwick, NS B0P 1E0

CAO  
Town of Kentville  
354 Main Street  
Kentville, NS B4N 1K6

CAO  
Municipality of the County of Kings  
181 Coldbrook Village Drive  
Coldbrook, NS B4R 1B9

CAO  
Town of Middleton  
131 Commercial St  
Middleton, NS B0S 1P0

CAO  
Town of Wolfville  
359 Main Street  
Wolfville, NS B4P 1A1

General Manager  
Valley Region Solid Waste-Resource  
Management Authority  
90 Donald E Hiltz Connector Rd  
PO Box 895  
Kentville, NS B4N 4H8

General Manager  
Kings Transit Authority  
29 Crescent Dr  
New Minas, NS B4N 3G7

## APPLICABLE LAW

37. The law governing the Interim IMSA and any action, matter or proceeding based upon or relating thereto shall be the law of the Province of Nova Scotia, which shall have exclusive jurisdiction over any action or proceeding based upon or relating to this Agreement.

**SEVERABILITY**

38. The Parties hereto covenant and agree that the invalidity or unenforceability of any provision of this Interim IMSA will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

**WAIVERS AND AMENDMENTS**

39. No action by any party to this Interim IMSA shall be construed as a waiver saving express written provision of such waiver, and this IMSA shall not be amended saving express written provision of such amendment by all Parties hereto.

**RELATIONSHIP OF PARTIES**

40. The Parties hereto intend that they shall not be treated as partners or members of a joint venture for any purpose.

**FURTHER ASSURANCES**

41. The Parties hereto agree to execute and deliver any further documents or assurances or to furnish any further information or perform any other act reasonably necessary to give full effect to the terms herein.

**EXECUTION**

42. This Interim IMSA may be executed by facsimile and in counterpart.

**TIME**

43. Time shall in all respects be of the essence in this Interim IMSA.

[remainder of page left intentionally blank; signature pages follow]



**THIS AGREEMENT** shall enure to the benefit of and be binding upon the Parties hereto, their administrators and assigns.

**IN WITNESS WHEREOF** the Parties have executed this Agreement by their respective officials, duly authorized on that behalf, on the day and year first above written.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

) **MUNICIPALITY OF THE COUNTY OF  
ANNAPOLIS**

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WITNESS

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\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
) Chief Administrative Officer

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)

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

) **TOWN OF ANNAPOLIS ROYAL**

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\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
) Mayor

)  
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)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
) Chief Administrative Officer







**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

) **KINGS TRANSIT AUTHORITY**

) PER:

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WITNESS

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) Chair

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WITNESS

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) Director

Schedule A  
Interim IMSA Cost Projections

<b>Pilot Expenditures (24 months):</b>	
Staffing:	
Executive Director	\$ 301,600
Accountant	232,000
	533,600
Transit Studies:	
Consulting fees	158,750
ICIP portion	(91,250)
Net Shareable	67,500
<b>Total estimate</b>	<b>\$ 601,100</b>

Schedule B

Budget Allocation Participating Units

<b>Allocated Over Three Fiscal Years</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>	<b>Total</b>
<b>Estimated cost (see Schedule A)</b>	\$ 111,167	\$ 300,550	\$ 189,383	\$ 601,100
<b>Cost allocation:</b>				
County of Kings	\$ 55,216	\$ 149,283	\$ 94,066	\$ 298,566
Town of Kentville	11,253	30,425	19,171	60,850
Town of Wolfville	9,368	25,326	15,959	50,653
Town of Berwick	4,779	12,921	8,142	25,842
Annapolis County	24,870	67,238	42,368	134,476
Annapolis Royal	2,410	6,517	4,106	13,034
Middleton	3,270	8,840	5,570	17,680
<b>Total</b>	<b>\$ 111,167</b>	<b>\$ 300,550</b>	<b>\$ 189,383</b>	<b>\$ 601,100</b>

Schedule C

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

Intermunicipal Services Agreement

April 30, 2019

**INTERMUNICIPAL SERVICES AGREEMENT**

**VALLEY REGION SOLID WASTE-RESOURCE  
MANAGEMENT AUTHORITY**

**2019 Agreement**



THIS AGREEMENT IS MADE ON THIS 30<sup>th</sup> day of APRIL, 2019

AMONG:

**THE TOWN OF ANNAPOLIS ROYAL**, a body corporate pursuant to the *Municipal Government Act*

**-and-**

**THE TOWN OF BERWICK**, a municipal body corporate pursuant to the *Municipal Government Act*

**-and-**

**THE TOWN OF KENTVILLE**, a municipal body corporate pursuant to the *Municipal Government Act*

**-and-**

**THE TOWN OF MIDDLETON**, a municipal body corporate pursuant to the *Municipal Government Act*

**-and-**

**THE MUNICIPALITY OF THE COUNTY OF KINGS**, a municipal body corporate pursuant to the *Municipal Government Act*

**-and-**

**THE TOWN OF WOLFVILLE**, a municipal body corporate pursuant to the *Municipal Government Act*

**THE PARTIES HERETO AGREE AS FOLLOWS:**

**VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY**

1 The purpose of this agreement is to provide for solid waste-resource management for the Parties that are located in the “Valley Region” (also “Region 5” pursuant to clause 39 (1) (e) of the Solid Waste-Resource Management Regulations of the Province of Nova Scotia), referred to in this agreement as the “Region”.

2 This agreement is an agreement for the joint provision of services and facilities by the Parties pursuant to section 60 of the *Municipal Government Act*.

3 The Parties agree that solid waste-resource management will be provided by the "Valley Region Solid Waste-Resource Management Authority", committee consisting of one representative of each of the parties and referred to in this agreement as the "Authority".

#### **MEMBERS**

4(1) Each party to this agreement shall appoint a person to be that party's member of the Authority and that member shall serve at the pleasure of his/her Council for a term of office specified by his/her Council and shall hold office until his/her successor is named.

4(2) The initial appointments to the Authority shall be made by each municipal Council within six weeks after the signing of this agreement.

4(3) Each party may also appoint an alternate member of the Authority who may vote in the place of the member during any absence. If an alternate is named, the alternate member may attend meetings of the Authority at the expense of the appointing party and shall maintain awareness of the business of the Authority such that continuity is not lost and no disruption of work occurs.

4(4) In the event that a vacancy occurs, the Council appointing the member shall appoint a replacement within six weeks after the vacancy occurs.

4(5) Each party to this agreement is responsible for remuneration, such as meeting fees if any, to be paid to its member for serving on the Authority, but the Authority shall reimburse its members for travel and other necessary expenses incurred in connection with the work of the Authority, as agreed to from time to time by the Authority, unless such payments are disallowed by Provincial legislation.

## **DECISIONS**

5 Any decision requiring the agreement of the parties hereto shall be decided by a majority of the parties which must include the Municipality of the County of Kings (MoK). Decisions requiring consent of the parties according to this formula include: additions to the services agreed to be provided by the Authority (Clause 8(xiii)); the disposal of capital assets valued at more than one hundred thousand dollars (\$100,000) (Clause 11); approval of the annual operating plan and budget (Clause 20); approval of supplementary budget estimates (Clause 24); addition of new parties to this agreement (Clause 31); dissolution of the Authority (Clause 34); and alteration of this agreement (Clause 37).

6 Any decision requiring the agreement of the members of the Authority shall be decided by a majority of those members present unless otherwise stated.

## **OBJECTS**

7(1) Solid waste-resource management for the Parties will be provided by the Authority in accordance with the Terms of Reference appended as "Schedule A" and in accordance with the annual solid-waste resource management operating plan and budget recommended by the Authority and approved by the parties.

7(2) The approved solid waste-resource management operating plan shall set out the specific solid waste-resource management services to be provided by the Authority.

8 Solid waste-resource management for the purposes of this agreement shall include:

- (i) source reduction programs;
- (ii) reuse programs;
- (iii) public education and awareness of solid waste-resource management;
- (iv) source separation programs;

- (v) backyard, on-site and other at-source composting;
- (vi) solid waste-resource collection in the residential sector;
- (vii) central composting;
- (viii) processing and marketing of recyclable materials;
- (ix) household hazardous waste management;
- (x) construction and demolition debris management;
- (xi) transfer and transportation of solid waste-resource materials;
- (xii) disposal of residual waste; and
- (xiii) other solid waste-resource management programs and activities as agreed to by the parties in accordance with Clause 5.

9 The provision of solid waste-resource management by the Authority, for the purposes of this agreement, includes the provision, operation, management and maintenance of physical facilities necessary to provide the services listed in Clause 8.

#### **ACQUISITION AND DISPOSITION OF CAPITAL ASSETS/BORROWING POWERS**

10(1) The cost-sharing formula in effect at the time of the signing of this agreement is attached as Schedule B.

10(2) Any capital asset created or acquired by the Authority shall be owned by the Authority.

10(3) The parties shall provide the necessary financing from their own resources needed to acquire or create capital assets on behalf of the Authority, within 60 days of a request by the Authority, in the same proportions as the cost-sharing formula detailed in Clause 10(1).

10(4) The Authority shall have the power to establish the following reserve funds: a facility closure and post-closure care reserve, a capital replacement reserve, and an equipment reserve.



10(5) The Authority shall have the power to accept gifts, assignments, devises and bequests of real and personal property and to apply them to the general purpose of the Authority.

10(6) The Authority shall have the power to acquire real and personal property by deed, will, gift or lease or in any other manner and lease, sell or otherwise dispose of its property, subject to Clause 11, or any part thereof.

10(7) Notwithstanding Clause 10(3) herein the Authority shall have the power to borrow money from the Nova Scotia Municipal Finance Corporation, or any other bank, credit union or financial institution where permitted, at prevailing interest rates for any lawful purpose of the Authority, including but not limited to capital costs and acquisitions, debt financing and refinancing, and the establishment of an operating line of credit for current annual expenditures, subject only to Section 88(1) of the *Municipal Government Act* and the requirement that such borrowing, other than the operating line of credit referred to herein, must be approved in the annual operating plan and budget for the Authority or in a supplemental budget of the Authority.

11 No capital asset valued at greater than one hundred thousand dollars (\$100,000) shall be disposed of by the Authority unless approved by the parties in accordance with Clause 5.

### **SERVICES AND CONTRACTS**

12 The Authority is empowered to make provision for the use of equipment, facilities, services and personnel necessary or advisable to carry out the responsibilities assigned to it by this agreement.

13 The Authority may contract with any person, including a municipal unit and a municipal unit that is party to this agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to it by this agreement.

#### **RULES OF PROCECURE**

14 The Authority shall establish its own rules of procedure.

15(1) The Authority shall annually name one of its members to be Chair and one to be Vice-Chair, to act in the absence or incapacity of the Chair.

15(2) All members, including the Chair or other person presiding, shall vote on every question before the Authority except in the case of conflict of interest.

16 The Authority may pay the Chair an allowance in addition to any remuneration that the Chair receives from the party that appointed the Chair to the Authority, provided such payments are not disallowed by Provincial statute.

17 The Authority shall appoint a Secretary and a Treasurer or a Secretary/Treasurer. These positions shall not be held by any members of the Authority.

#### **FEES TO PUBLIC**

18 The Authority shall have the power to establish and collect user-pay or tipping fees from the public or consumers of any services offered by the Authority.

## OPERATIONAL COSTS

19(1) Upon implementation of this agreement, the net operational costs of the Authority (i.e. gross operating costs minus operating revenues, shall be paid by the parties according to shares issued on equal blend of population and uniform assessment for each of the respective parties, as specified in Clause 10(1) and amended annually using figures current at the time.

19(2) Alternate means of raising revenue, such as user-pay, tipping fees, and/or other means shall be employed, as deemed appropriate or advisable by the Authority, to augment or replace the cost-sharing formula described in Clause 19(1), provided that such charges or alternate means are consistent with the approved annual operating plan and budget.

19(3) Operating costs may include the following:

- (i) wages and salaries for personnel employed directly by the Authority for the purposes of the Authority;
- (ii) the payment of fees to contractors;
- (iii) principal and interest charges on debts incurred by the Authority or by the parties on behalf of the Authority;
- (iv) maintenance and repair expenses for any property operated by the Authority for the purposes of the Authority;
- (v) preparation, inspection, delivery, installation and removal of materials, plants, tools and supplies;
- (vi) travelling expenses properly incurred by employees or members of the Authority for the purposes of the Authority;
- (vii) rentals of equipment whether from a party to the agreement or otherwise, including any applicable insurance cost, transportation cost, cost of loading and unloading, registration fees, cost of installation, dismantling and removal, repair and replacement (exclusive of repairs necessitated by defects when acquired\_;
- (viii) expendable materials, supplies, light, power, heat, water, and tools except those customarily provided by tradespeople;
- (ix) advertising, promotional and educational costs;

- (x) assessments made under the *Workers Compensation Act*, employment insurance, Canada Pension Plan contributions, vacation pay, or paid vacations and other statutory requirements, sales and other taxes;
- (xi) other permissive employee benefits, as approved by the Authority;
- (xii) administration costs of the Authority including allowances to the Chair, payment of staff and reimbursement of expenses to the members, legal and audit fees, and like costs;
- (xiii) a reasonable allowance per tonne of residual solid waste to be kept as a fund to pay the closure costs of a residual solid waste disposal facility, provided that interest earned by the fund becomes part of the fund;
- (xiv) depreciation allowances to be based on the estimated useful life of the capital acquisitions to be devoted to replacement or enhancement of capital facilities, provided that interest earned by the fund becomes part of the fund;
- (xv) payments into a capital reserve fund or funds provided that interest earned by the funds becomes part of the funds;
- (xvi) premiums for liability, errors and omissions, plant and equipment and other insurance policies; and
- (xvii) other expenses deemed necessary provided that they are consistent with this agreement.

### **ANNUAL OPERATING PLAN**

20(1) No later than 90 days before the beginning of the fiscal year, the Authority must submit the proposed annual operating plan and budget to each of the parties for approval after having consulted with the parties in the development of the plan.

20(2) No later than 30 days before the beginning of the fiscal year, the parties must consider and if deemed appropriate ratify, in accordance with Clause 5, the annual operating plan and budget approved by the Authority.



### **PAYMENTS BY PARTIES**

21 The Authority shall bill the parties quarterly for its costs of operation: 1<sup>st</sup> interim bill, issued May 1, due May 31<sup>st</sup>; 2<sup>nd</sup> interim bill issued July 2, due July 31; 3<sup>rd</sup> interim bill issued Oct 1, due October 31; and a final bill issued January 1, due January 31. Each interim bill shall be calculated based on expected cash flow requirements as determined by the Authority. The final bill shall be calculated at 100% of the current year's cost of operation, less payments made relative to the interim billing.

22 Any party which is more than thirty (30) days in arrears shall pay interest on the arrears at a rate to be determined from time to time by the Authority.

### **BUDGET ESTIMATES**

23 The Authority shall in no case expend funds in excess of the amounts approved in annual budget estimates or supplementary budget estimates.

24(1) Supplementary budget estimates for capital and operating expenses must be approved, for recommendation to the parties, by a majority of the members of the Authority which must include the members representing MoK.

24(2) No later than 45 days following receipt of the recommendation from the Authority, supplementary budget estimates must be considered by the parties and, if deemed appropriate approved in accordance with Clause 5.

### **SUPPLEMENTARY PROGRAMS**

25 Each participating unit is free to supplement, from its own resources, the funds of the Authority or to supplement the services, programs and facilities provided by the Authority.

### **TIPPING FEES**

26 All tipping fees and other sources of non-tax revenues shall be set by the Authority and become part of the Authority's budget.

### **MUNICIPAL GRANTS**

27 The municipal units may apply for grants on behalf of the Authority for which the units are eligible but for which the Authority is not eligible. Any grants so acquired shall be credited to the Authority and shall be additional to the unit's share of the cost of the Authority providing that the Authority shall reimburse the unit according to the unit's share of the grant revenue.

### **FISCAL YEAR ANNUAL REPORT**

28 The fiscal year of the Authority is the municipal fiscal year.

29(1) No later than ninety (90) days after the end of the fiscal year, the Authority shall file an annual report with each of the parties setting out its activities in the preceding fiscal year and including a full audited financial statement.

29(2) The accounts of the Authority shall be kept and reported on as required by the Municipal Accounting and Reporting Manual prescribed by the Minister of Housing and Municipal Affairs as from time to time amended.

### **COMPLEMENTARY BY-LAWS**

30 The parties hereto agree to pass complementary by-laws respecting the management of solid waste-resources within the limits of their respective legislated authority.

### **NEW PARTIES**

31 New parties may only be added to this agreement upon agreement of the parties in accordance with Clause 5.

### **WITHDRAWAL BY PARTY**

32(1) The Council of any party wishing to withdraw from this agreement must give notice of withdrawal to the Councils of the other parties not less than one year prior to the intended withdrawal date, which shall be the end of the fiscal year of the year specified in the notice of withdrawal.

32(2) Any party withdrawing from this agreement remains responsible for its share of any liabilities of the Authority incurred to the date of the withdrawal and any severance, penalty, or other costs necessarily incurred by the Authority as a result of the withdrawal.

32(3) Any party to this agreement which exercises its right to withdraw from the agreement ceases to have any interest in any assets created or acquired by the Authority.

### **EFFECTIVE DATE**

33 This agreement has effect upon signing by the parties.

### **DISSOLUTION**

34(1) The Authority may only be dissolved upon agreement of a majority of the parties in accordance with Clause 5.

34(2) Upon dissolution, the assets and liabilities of the Authority are vested in the parties in proportion to the accumulated contributions to the Authority by the parties at time of dissolution.

### **APPLICABLE LAWS**

35 This agreement is governed by the law of Nova Scotia.

### **ARBITRATION**

36 If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved by mediation, the parties shall submit the area of disagreement to an arbitrator as provided by the *Arbitration Act*.

### **ENTIRE AGREEMENT**

37 The parties agree that this is the entire agreement among the parties with respect to the provision of solid waste-resource management for the Parties, and that this agreement may only be altered by agreement in writing by the parties in accordance with Clause 5.

### **BODY CORPORATE**

38 The Authority shall be a body corporate and shall register with the Registrar of Joint Stock Companies pursuant to s. 60(4)(1) of the *Municipal Government Act*.

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IN WITNESS WHEREOF the parties hereto have executed this agreement by their respective officials, duly authorized in that behalf, on the day and year first above written

[Signature] )  
Witness )  
[Signature] )  
Witness )

) TOWN OF ANNAPOLIS ROYAL  
)  
)  
) Per: [Signature]  
)  
) Per: [Signature]  
)  
)

SIGNED and SEALED )  
in the presence of: )  
[Signature] )  
Witness )  
[Signature] )  
Witness )

) TOWN OF BERWICK  
)  
)  
) Per: [Signature]  
)  
) Per: [Signature]  
)  
)

[Signature] )  
Witness )  
[Signature] )  
Witness )

) TOWN OF KENTVILLE . .  
)  
)  
) Per: [Signature]  
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) Per: [Signature]  
)  
)

S. Sprauy )  
Witness

S. Sprauy )  
Witness

) TOWN OF MIDDLETON  
)  
)

Per: [Signature]

Per: [Signature]  
)  
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Witness

) MUNICIPALITY OF THE COUNTY OF  
KINGS  
)

Per: [Signature]

Per: [Signature]  
)  
)

J. Pearson )  
Witness

[Signature] )  
Witness

) TOWN OF WOLFVILLE  
)  
)

Per: [Signature]

Per: [Signature]  
)  
)

## SCHEDULE A

### VALLEY SOLID WASTE-RESOURCE MANAGEMENT REGION

#### TERMS OF REFERENCE

The Valley Solid Waste-Resource Management Region has been established pursuant to clause 39(1)(e) of the *Solid Waste-Resource Management Regulations of Nova Scotia*.

The Valley Solid Waste-Resource Management Authority was originally formed by agreement among eight municipal units to manage municipal solid waste-resources in the Region in accordance with the provisions of the above-noted *Regulations*, other legislation which may apply now or in the future, these terms of reference, and the agreement to which this Schedule is attached.

The Authority has been created to achieve the following general goals:

1. To develop an integrated solid waste-resource management system for the participating municipal units in the Valley Region which is environmentally sound, socially acceptable and financially feasible;
2. To strive for an optimum balance between maximizing long term benefits with regards to waste-resource diversion from disposal and minimizing the capital and operating costs of implementing the solid waste-resource management system;
3. To develop programs aimed at waste reduction, reuse, recycling, composting, household hazardous waste, construction and demolition debris, and residual waste management which will achieve the Provincial target of 50% diversion by the year 2000 and which will comply with the disposal bans imposed by the *Solid Waste-Resource Management Regulations*;
4. To exceed the Provincially mandated diversion targets where it is deemed environmentally, socially and/or financially beneficial to do so;
5. To increase public awareness and participation in the solid waste-resource management system;
6. To consult with the public in order to ensure that decisions made by the Authority are sensitive to the needs and desires of the population of the Parties as whole; and
7. To operate the solid waste-resource management system in a financially responsible and equitable manner on behalf of the Parties.

**Schedule B**  
**Valley Solid Waste-Resource Management Authority**  
**Budget Cost Shares**  
**Based on Population and Uniform Assessment**

Uniform Assessment figures updated May 2018

Population figures from 2016 census

<b>Municipal Unit</b>	<b>Population</b>	<b>Percent Allocation</b>	<b>2017-2018 Uniform Assessment</b>	<b>Percent Allocation</b>	<b>50/50 Split</b>
Municipality of Kings	47,404	75.61%	\$ 3,650,455,809	73.85%	74.71%
Town of Kentville	6,271	10.00%	\$ 489,132,335	9.89%	9.95%
Town of Wolfville	4,195	6.69%	\$ 485,970,268	9.83%	8.26%
Town of Berwick	2,509	4.00%	\$ 150,831,525	3.05%	3.53%
Town of Middleton	1,832	2.92%	\$ 107,492,498	2.17%	2.55%
Town of Annapolis Royal	491	0.78%	\$ 59,894,227	1.21%	1.00%
<b>Total</b>	<b>62,702</b>	<b>100.00%</b>	<b>\$ 4,943,776,662</b>	<b>100.00%</b>	<b>100.00%</b>



Schedule D

KINGS TRANSIT AUTHORITY

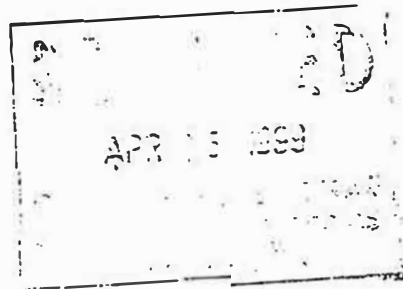
Intermunicipal Services Agreement

April 1, 1999

*Intermunicipal Services  
Agreement*

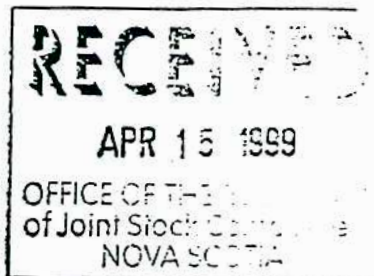
**KINGS TRANSIT  
AUTHORITY**

*April 1st, 1999*



THIS AGREEMENT is made this 15<sup>th</sup> day of April, 1999.

AMONG:



THE TOWN OF BERWICK, a municipal body corporate;

THE TOWN OF KENTVILLE, a municipal body corporate;

THE TOWN OF WOLFVILLE, a municipal body corporate;

THE MUNICIPALITY OF THE COUNTY OF KINGS, a municipal body corporate;

I HEREBY CERTIFY that this is a true copy  
of a document filed in the office of the  
Registrar of Joint Stock Companies on the  
15 day of April, 1999

C. Stone  
Registrar of Joint Stock Companies  
Dated 4 day of May, 1999.

THE PARTIES HERETO AGREE AS FOLLOWS:

**KINGS TRANSIT AUTHORITY**

1. The purpose of this agreement is to provide public transportation services for the County of Kings pursuant to section 55 of the *Municipal Government Act*.
2. This agreement is an agreement for the joint provision of services and facilities by the participating municipalities pursuant to section 60 of the *Municipal Government Act*.
3. The parties agree that public transportation services for the County of Kings shall be provided by the Kings Transit Authority, a committee representing each of the participating municipalities and being a separate body corporate.

**PARTICIPATING MUNICIPALITIES**

4. The participating municipalities in the Kings Transit Authority shall be as follows:

Town of Berwick;  
Town of Kentville;  
Town of Wolfville;  
Municipality of the County of Kings,

and are hereinafter collectively referred to as "the parties".

**AREA**

5. The area for which the services may be provided by Kings Transit Authority is the County of Kings.

**MEMBERS**

6. (a) There shall be no special qualifications for members of Kings Transit Authority.  
  
(b) The membership in the Kings Transit Authority shall total six (6) members as follows:

One (1) from the Town of Berwick;  
One (1) from the Town of Kentville;  
One (1) from the Town of Wolfville;  
Three (3) from the Municipality of the County of Kings.

(c) Members shall be appointed annually by the Council of each participating municipality by the first day of December each year for a term of office of one year from December 1 to November 30.

(d) Each party may also appoint an alternate member of the Kings Transit Authority who may vote in the place of the member during any absence.

(e) In the event that a vacancy occurs, the Council appointing the member shall appoint a replacement within six weeks after the vacancy occurs.

(f) Kings Transit Authority shall pay to its members such remuneration as may be fixed by Kings Transit Authority from time to time, and Kings Transit Authority shall reimburse its members for travel and other necessary expenses incurred in connection with the work of Kings Transit Authority, as agreed to from time to time by Kings Transit Authority, unless such payments are disallowed by Provincial legislation.

#### CHAIR

(g) The members shall elect a Chair from among their members who shall hold office until his/her term of office expires or until such time as a successor is elected.

(h) Kings Transit Authority may pay the Chair an allowance in addition to any remuneration that the Chair receives from the party that appointed the Chair to Kings Transit Authority, provided such payments are not disallowed by Provincial Statute.

#### VOTING

(i) All members, including the Chair, shall vote on every question before Kings Transit Authority except in the case of conflict of interest.

(j) A majority of the members of Kings Transit Authority constitutes a quorum.



## DECISIONS

7. Any decision requiring the agreement of the parties hereto shall be decided by a majority of the participating municipalities. Decisions requiring consent of the parties according to this formula include: borrowing (clause 11(d)); the disposal of capital assets valued at more than one hundred thousand dollars (\$100,000) (clause 12); approval of the annual operating plan and budget (clause 15); approval of supplementary budget estimates (clause 17); addition of new parties to this agreement (clause 24); dissolution of Kings Transit Authority (clause 26); and alteration of this agreement (clause 30). The consent of a party is given by a resolution of the Council of that party.
8. Any decision requiring the agreement of the members of Kings Transit Authority shall be decided by a majority of those members present unless otherwise stated.

## OBJECTS

9. The object of the Kings Transit Authority is to provide a regional public transportation system for its area by:
  - (a) the purchase of vehicles and operation of the service, directly or indirectly; or;
  - (b) providing financial assistance to a person who will undertake to provide the services; or;
  - (c) a combination of the methods referred to in clauses (a) and (b).

## ACQUISITION OF CAPITAL ASSETS

10.
  - (a) Any capital asset created or acquired by Kings Transit Authority shall be owned by Kings Transit Authority. Attached as Schedule A are the assets of Kings Transit Authority as of April 1, 1999.
  - (b) The parties shall provide the necessary financing from their own resources needed to acquire or create capital assets on behalf of Kings Transit Authority in the same proportions as the cost-sharing formula detailed in clause 14(a).
  - (c) Kings Transit Authority shall have the power to establish a capital reserve for replacement or refurbishing of vehicles.

## POWERS

### 11. Kings Transit Authority may:

- (a) receive from any government or governmental body or agency grants of money or land and use, apply or convey them in accordance with the terms upon which they were made or for any purposes of Kings Transit Authority that are not inconsistent with the grant;
- (b) accept gifts, assignments, devises and bequests of real and personal property and apply them to the general purposes of Kings Transit Authority or to a specific purpose of Kings Transit Authority;
- (c) acquire real and personal property by deed, will, gift or lease or in any other manner and lease, sell or otherwise dispose of its property or any part thereof;
- (d) with the approval of a majority of the participating municipalities, borrow on the security of its real and personal property, or either of them or any part thereof, or any other security or without security such money as Kings Transit Authority considers necessary and mortgage, pledge or otherwise charge its property or any part of it for the purpose of securing any money borrowed;
- (e) improve, enlarge, repair, alter, equip, service, insure and maintain any building or buildings and any other property owned or leased by it;
- (f) acquire or purchase materials, machinery, motor vehicles and plant deemed requisite or advisable for public transportation services;
- (g) erect, acquire, purchase, alter, add to, improve, furnish or equip buildings or other facilities, for public transportation services;
- (h) enter into contract or agreements to provide or to subsidize public transportation services. Kings Transit Authority may contract with any person, including a municipal unit and a municipal unit that is party to this agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to it by this agreement;
- (i) invest and deal with funds of Kings Transit Authority not immediately required for its purposes in the manner prescribed by the Province of Nova Scotia;
- (j) establish and collect user-pay fares from the public;

- (k) establish transit routes and schedules;
  - (l) establish its own rules of procedure and make by-laws with respect to:
    - (i) meetings of Kings Transit Authority and its committees, the method of calling those meetings, their frequency and the conduct of business and rules of order and proceedings at meetings;
    - (ii) the annual election or appointment of officers of Kings Transit Authority and the functions, duties and powers of the officers, including the functions, duties and powers of the Chair;
    - (iii) the filling of vacancies in the offices of Kings Transit Authority;
    - (iv) the qualifications of officers;
    - (v) vacating or termination of office in Kings Transit Authority;
    - (vi) the appointment or election of standing or special committees and their functions, duties and powers;
    - (vii) the adoption of a common seal and the execution by Kings Transit Authority of any deed, agreement, contract, negotiable instrument, security or other document;
    - (viii) the management of the property of Kings Transit Authority;
    - (ix) the conduct and duties of the officers and employees of Kings Transit Authority;
    - (x) any matter relating to the conduct of the business and affairs of Kings Transit Authority.
  - (m) do such other acts and things as are incidental to the attainment of its object or the exercise of its powers.
12. No capital asset valued at greater than one hundred thousand dollars (\$100,000) shall be disposed of by Kings Transit Authority unless approved by the parties in accordance with clause 7.



GENERAL MANAGER and PERSONNEL

13. (a) Kings Transit Authority may appoint a person to be general manager.
- (b) Kings Transit Authority may appoint or engage such officials and employees and professional, scientific or technical experts as it considers advisable for the attainment of its objects or the exercise of its powers and may pay them such remuneration as Kings Transit Authority from time to time determines.

OPERATIONAL COSTS

14. (a) Upon implementation of this Agreement, the net operational costs of Kings Transit Authority (i.e. gross operating costs minus operating revenues) shall be paid by the parties according to shares based on the ratio of population served. The following are the proportions in which each of the participating municipalities shall contribute to provide the funds required to meet the approved operating costs of Kings Transit Authority:

MUNICIPALITY	POPULATION *	PERCENTAGE
Town of Berwick	1174	5%
Town of Kentville	4561	20%
Town of Wolfville	3425	15%
Municipality of Kings	13,958	60%

\* As determined with Department of Housing and Municipal Affairs in 1996

(b) Alternate means of raising revenue, such as advertising revenues, fees, and/or other means shall be employed, as deemed appropriate or advisable by Kings Transit Authority, to augment or replace the cost-sharing formula described in clause 14 (a), provided that such charges or alternate means are consistent with the approved annual operating plan and budget.

(c) Operating costs may include the following:

i) wages and salaries for personnel employed directly by Kings Transit Authority for the purposes of Kings Transit Authority;



- ii) the payment of fees to contractors;
- iii) principal and interest charges on debts incurred by Kings Transit Authority or the parties on behalf of Kings Transit Authority;
- iv) maintenance and repair expenses for any vehicles or/and property operated by Kings Transit Authority for the purposes of Kings Transit Authority;
- v) traveling expenses properly incurred by employees or members of Kings Transit Authority for the purposes of Kings Transit Authority;
- vi) rentals of equipment whether from a party to the agreement or otherwise, including any applicable insurance cost, transportation cost, cost of loading and unloading, registration fees, cost of installation, dismantling and removal, repair and replacement (exclusive of repairs necessitated by defects when acquired);
- vii) expendable materials, supplies, light, power, heat, water, and tools except those customarily provided by tradespeople;
- viii) advertising, promotional and educational costs;
- ix) assessments under the Workers Compensation Act, employment insurance, Canada Pension Plan contributions, vacation pay, or paid vacations and other statutory requirements, sales and other taxes;
- x) other permissive employee benefits, as approved by Kings Transit Authority;
- xi) administration costs of Kings Transit Authority including allowance to the Chair, payment of staff, remuneration to members and reimbursement of expenses to the members, legal and audit fees and like costs;
- xii) payments into a capital reserve fund or funds provided that interest earned by the funds becomes part of the funds;
- xiii) premiums for liability, errors and omissions, equipment and other insurance policies; and
- xiv) other expenses deemed necessary provided they are consistent with this agreement.

### OPERATING BUDGET

15. (a) No later than 90 days before the beginning of the fiscal year, Kings Transit Authority shall submit the proposed annual operating plan and budget to each of the parties for approval after having consulted with the parties in the development of the plan;
- (b) No later than 30 days before the beginning of the fiscal year, the parties shall consider and if deemed appropriate ratify, in accordance with clause 7, the annual operating plan and budget approved by Kings Transit Authority.
- (c) To be implemented, the operating plan and budget requires the approval of the parties under clause 7.
16. (a) The council of each of the participating municipalities shall pay to Kings Transit Authority quarterly in advance one quarter of the municipality's share of the approved net operating costs of Kings Transit Authority.
- (b) Any party which is more than thirty (30) days in arrears shall pay interest on the arrears at a rate to be determined from time to time by Kings Transit Authority.
17. (a) Supplementary budget estimates for capital and operating expenses must be approved, for recommendation to the parties, by a majority of the members of Kings Transit Authority.
- (b) No later than 45 days following receipt of the recommendation from Kings Transit Authority, supplementary budget estimates must be considered by the parties and, if deemed appropriate, approved in accordance with clause 7.
18. Kings Transit Authority shall not expend funds in excess of the amounts approved in annual budget estimates or supplementary budget estimates, except in the case of an emergency and with the approval of all the members.
19. All fares and other revenues shall be set by Kings Transit Authority and become part of its budget.

### AUDITOR

20. (a) Kings Transit Authority shall, at each annual meeting, appoint an auditor who shall be a registered municipal auditor under section 457 of the *Municipal Government Act*.



- (b) Kings Transit Authority shall submit to the council of each of the participating municipalities audited financial statements for the preceding fiscal year, such statements to be submitted not later than the 30th day of June in each fiscal year.
  - (c) Kings Transit Authority shall, not later than the 30th day of June, also make an annual report to the councils of the participating, municipalities setting out its activities for the preceding fiscal year.
  - (d) The accounts of Kings Transit Authority shall be kept and reported on as required by the Municipal Accounting and Reporting Manual prescribed by the Minister of Housing and Municipal Affairs as from time to time amended.
- 21. The municipal units may apply for grants on behalf of Kings Transit Authority for which the units are eligible but for which Kings Transit Authority is not eligible. Any grants so acquired shall be credited to Kings Transit Authority and shall be additional to the unit's share of the cost of Kings Transit Authority providing that Kings Transit Authority shall reimburse the unit according to the unit's share of the grant revenue.
  - 22. The fiscal year of Kings Transit Authority is the municipal fiscal year (April 1 - March 31).

#### BY-LAWS

- 23. The parties hereto agree to pass complementary by-laws prescribing conditions of use and protection of the property of Kings Transit Authority, and for maintaining order thereon, as recommended by Kings Transit Authority from time to time within the limits of the parties' respective legislated authority.
- 24. New parties may only be added to this agreement upon agreement of the parties in accordance with clause 7.

#### WITHDRAWAL OF PARTY

- 25. (a) The council of any party wishing to withdraw from this agreement must give notice of withdrawal to the councils of the other parties, with a copy to the Authority, not less than one year prior to the intended withdrawal date, which shall be the end of the fiscal year of the year specified in the notice of withdrawal.
- (b) Any party withdrawing from this agreement remains responsible for its share of any liabilities of Kings Transit Authority incurred to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by Kings Transit Authority as a result of the withdrawal.



Witness

[Signature]

Witness

[Signature]

Witness

TOWN OF KENTVILLE

PER: [Signature]

PER: [Signature]

[Signature]

Witness

[Signature]

Witness

TOWN OF WOLFVILLE

PER: [Signature]

PER: [Signature]

[Signature]

Witness

[Signature]

Witness

MUNICIPALITY OF THE  
COUNTY OF KINGS

PER: [Signature]

PER: [Signature]



~~731~~  
#734

This Amending Agreement is dated the 29 day of February, 2008.

AMONG:

**TOWN OF BERWICK**, a municipal body corporate;

**TOWN OF KENTVILLE**, a municipal body corporate;

**TOWN OF WOLFVILLE**, a municipal body corporate;

**MUNICIPALITY OF THE COUNTY OF KINGS**, a municipal body corporate;

WHEREAS the parties hereto have entered into an intermunicipal services agreement dated the 1<sup>st</sup> day of April, 1999 to provide public transportation services for the County of Kings pursuant to sections 55 and 60 of the *Municipal Government Act* (hereinafter called the "Primary Agreement");

AND WHEREAS the public transportation provided under the Primary Agreement is delegated to Kings Transit Authority, a committee representing each of the participating municipalities and being a separate corporate body;

AND WHEREAS the parties to the Primary Agreement wish to expand the area for which the services may be provided by Kings Transit Authority;


AND WHEREAS the parties wish to amend the Primary Agreement only as follows:

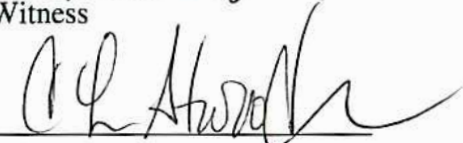
NOW this Amending Agreement witnesses, in consideration of the remaining terms and conditions of the Primary Agreement and other good and valuable consideration, and pursuant to section 60 of the *Municipal Government Act* that:

1. Clause 5 of the Primary Agreement is amended to delete the words "the County of Kings" appearing therein and to replace the same with the following words "any area agreed to by the parties".

IN WITNESS WHEREOF the Parties hereto have executed this Amending Agreement by their respective officials, duly authorized on that behalf, on the day and year first above written.


Signed and Sealed  
In the presence of

  
Witness

  
Witness

**TOWN OF BERWICK**

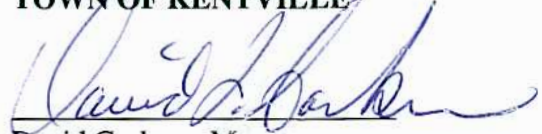
  
John Prall, Mayor

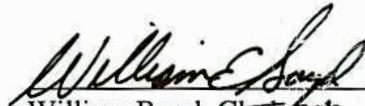
  
Robert Ashley, Clerk


  
Witness


  
Witness

**TOWN OF KENTVILLE**


  
David Corkum, Mayor

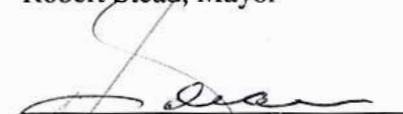
  
William Boyd, Clerk

  
Witness

  
Witness

**TOWN OF WOLFVILLE**


  
Robert Stead, Mayor

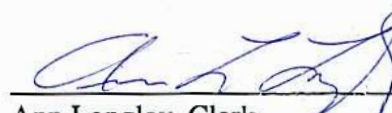
  
J. Roy Brideau, Clerk

  
Witness

  
Witness

**MUNICIPALITY OF THE COUNTY OF KINGS**

  
Fred Whalen, Warden

  
Ann Longley, Clerk

# Request for Decision

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**TO** IMSA Working Group

**PREPARED BY** Brittany Mastroianni, Manager of Community Development

**MEETING DATE** November 26, 2021

**SUBJECT** Draft Diversity IMSA

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## **ORIGIN**

- *Towards Equity & Diversity: A Strategy for Belonging in the Municipality of the County of Kings - Draft*
- September 23, 2021 Meeting of CAOs

## **RECOMMENDATION**

That the IMSA Working Group recommend the Councils of the Municipal Units located in Kings County instruct their respective CAOs to develop an Intermunicipal Services Agreement related to Diversity as outlined in the related October 4, 2021 Request for Decision.

## **INTENT**

For the IMSA Working Group to give consideration and recommendation for the establishment of a multi-year IMSA regarding diversity utilizing the "host unit" model of delivery.

## **DISCUSSION**

A Kings Region Diversity IMSA will enhance diversity, equity, inclusion, belonging and justice mandates within Kings County by providing increased and required resources that are responsive to very real community needs: that is, ensuring a sense of belonging no matter where a person lives, works or plays throughout the Region. Further, a regional service delivery model would enhance accountability to the community and increase capacity necessary to respond to community-identified needs in an efficient, cohesive manner. This is particularly relevant when contrasted with the potential implementation of diversity plans by individual municipal units. Interesting to note is that equity, diversity, and inclusion management is a perpetual process of progress and adaptation to changing conditions both inside organizations and within communities.

Following a presentation to the Kings Region CAOs on September 23, 2021, the decision was made to move forward with a recommendation to the IMSA Working Group.

Please see Appendix A for more information.

## **FINANCIAL IMPLICATIONS**

- Please see Appendix A for financial implications.

## **ALTERNATIVES**

- The IMSA Working Group may opt not to recommend a Diversity IMSA to respective Councils.

## **IMPLEMENTATION**

- Preparation of draft IMSA
- Review by IMSA Working Group Solicitor
- Presentation to and consideration by the Councils of the Participating Units
- Execution of IMSA and commencement of Work Plan (April 1, 2022)

## **ENGAGEMENT**

- Extensive community engagement has taken place during the drafting of the Strategy for Belonging.

## **APPENDICES**

- Appendix A: *Towards Equity & Diversity: A Strategy for Belonging in the Kings Region*



**Toward Equity and Diversity:**  
*A Strategy for Belonging in the Kings Region*

## **Introduction**

In consideration of present social and economic realities of the Kings Region, it is of critical importance to invest in diversity, equity, inclusion, and ultimately, justice particularly in the context of municipal operations and governance. Regrettably, biases (cognitive and otherwise), inequitable hiring policies and practices, discrimination, racism, lack of commitment, inadequate resources, absence of inclusive language and understanding of diverse population have resulted in municipalities, towns, and villages that do not adequately serve the diverse communities existing within their (often ignored by residents and visitors alike) boundaries.

The Municipality of the County of Kings recognises diversity and inclusion must be championed if it is to remain a viable, respected and human-centred organization. The Municipality further acknowledges workplaces and communities that are diverse, inclusive and supportive of belonging require dedication, staff, political support, collaboration, resources, strategic communication, and planning. Work such as this also requires knowledge of the subject and capacity - much of which are limited or non-existent in local government at this time. The need for an Inter-municipal Service Agreement for diversity within the Kings Region is real and persistent.

Local government has the opportunity to collaborate and assume a leadership role in intentionally creating a region where everyone belongs and the opportunity to engage is a reality for all.

## **Steps taken in support of diversity in the Kings Region**

To date, the Municipality of the County of Kings has taken several deliberate steps to be diverse

diversity, equity and inclusion by welcoming contributions from the Towns of Berwick, Kentville and Wolfville.

In 2015, the Municipality adopted a Diversity Management Plan as a roadmap to employment equity to create a workforce that is reflective of the multicultural characteristics of Kings County.

Then, in 2020, the Municipality invested in the construction of a revised Diversity Action Plan, to make residents feel a sense of belonging as well as maximise on diverse talent, increase productivity, be welcoming of newcomers, optimise its workforce and be engaging.

### **Investments in Diversity**

In addition to the Diversity Kings County Committee which provides regional representation for all municipal units, Kings' diversity investments to date includes intentionally diverse and inclusive hiring, citizen appointments to Municipal committees, and summer employment opportunities. Further, Kings has begun accounting for lived experiences of consultants, an internal policy review, more inclusive and culturally responsive recreation activities and community engagement, all of which presented Kings with invaluable community-centered feedback that will inform how to move forward in terms of updated policies, programs, committees restructuring, education for staff and elected officials, citizen engagement processes, and more.

### **Lenses for the Kings Region**

Informed by extensive consultation with community organizations, rights holders, and individuals a Strategy for Belonging has been drafted. Through this process, specific lenses or approaches for the work the Municipality intends to do became clear. They are:

## Pillars for the Kings Region

In addition to afore mentioned lenses, strategic pillars were identified during the consultation and research phases of the Strategy for Belonging. The pillars provide strategic framework as well as an added layer of accountability and transparency to and for community who so generously gave of themselves in the creation of the Strategy. In addition to providing framework for the Municipality's actions, the pillars also serve as high-level responses to identified areas of action community has said they need to see movement on.

The pillars are:

- Demonstrating Leadership & Enhancing Representation;
- Economic Empowerment;
- Truth, Awareness, and Advocacy; Cultural Celebration & Reflection of Diversity;
- Creating Safe Spaces, Land, and Built Environment; and
- Access and Equitable Service Delivery.

## Importance of a Kings Region Diversity IMSA

What is *belonging* and why does it matter? Simply, belonging is our shared human need to be an accepted member of a group. Naturally, the groups we want to belong to are as varied as the people who find themselves in them. Whether it is family, friends, co-workers, a religion, or something else, people have an 'inherent' desire to belong and be an important part of something greater than themselves. Why does it matter? In addition to being a key component of a person's overall sense of well-being, our sense of belonging affects our willingness to contribute to the groups in which we find ourselves. Therefore, belonging is a component of human health municipalities ought to be deeply concerned for as employers, as stewards of communities and as an order of government. Principles, policies and best practices in support of diversity, equity,

would enhance accountability to community and increase capacity needed to respond to community identified needs in an efficient, cohesive and informed way particularly when contrasted with the implementation of diversity plans by individual municipal units. Interesting to note is that equity, diversity, and inclusion management is a perpetual process of progress and adaptation to changing conditions both inside organizations, within communities and on the digital front. Municipalities must adopt to reflect a comprehensive understanding and appreciation for the social and economic benefits of diversity and inclusion across all stakeholder groups. Failure to understand and appreciate the impact of the growing diverse population that result from interprovincial and international movement of people will undoubtedly lead to decline in talent retention, businesses, tourism, local recreational activities, service delivery and general interactions with citizens and municipalities.

A truly diverse and inclusive workplace and Municipality recognize its role in the surrounding communities and the reciprocity embedded in strong relationship with the communities, as well as the economic and noneconomic consequences of not being inclusive and welcoming of diversity.

### **Structure**

Given the lack of Tangible Capital Assets or long-term debt requirements and based on the success of REMO, staff recommend a 'Host Unit' model for this agreement. Further, given the incremental nature of equity & inclusion initiatives, an agreement lasting a minimum of three years is advisable.

### **Specific Outcomes of the IMSA**

Through the participation in a multiyear (3-5 years) IMSA, the parties can expect to achieve:

- HP Policies, including policies and procedures around equitable hiring processes, that

- Equitable Social Procurement Policies.
- Provide and promote publically available allyship resources and training – including Treaty Education.
- Strategy for renaming municipal assets including: street signs, water bodies and other places to authentically and accurately reflect the heritage of the Region.
- Develop Friendship Accords with First Nation Communities and Municipal Units.
- Communication Strategy regarding equity, diversity, inclusion, justice and belonging work and programming including knowledge-sharing, newsletters etc.
- Creation of Elder in Residence Program.
- Establish a Public Art Program.
  - Commemorative installation as a memorial to Missing and Murdered Indigenous Women & Girls
- Create a library of representative digital assets.
- Interpretation and commemoration framework.
- Plan for public wayfinding and signage – including multilingual story telling.
- Interpretation of monuments, statues, and sites that have public and consistent coverage and recognition of people, cultures and contributions to the region.
- Work with tourism partners to recognize distinct communities and heritage including the creation of maps reflective of current and historical communities.
- Funding program for the creation of publically accessible gender-neutral washroom facilities.
- Review access to facility and programming to remove systemic barriers to participation.
- Review potential acts of Reconciliation including land transfers.
- Establishment of Reconciliation Garden that includes medicinal plants
- Review relationship with policing and enforcement services to be culturally responsive and understanding of persons of diverse backgrounds.
- Consider culturally relevant recreation opportunities co-developed with communities, in particular opportunities for off-reserve Indigenous youth.
- Inclusion of equity, diversity and inclusion criteria in grant policies.
- Partner with Real Estate sector in the creation and providing of welcome packages that are inclusive and highlight municipal services.





## REPORT TO THE COUNCIL

**From:** Karen Peckford, Director of Finance

**Date:** December 8, 2021

**Subject:** Berwick Mural Society Donations

### Background

On June 22, 2021, Greg Hubbert made a presentation to Council about the Berwick Heritage Mural Project. It was requested that town staff manage the financials, namely accepting donations from residents, issuing tax receipts for these donations, and forwarding the donated funds to the Berwick Heritage Mural Project. During the presentation, it was mentioned that this type of system had been used for a previous community project. I confirmed that the Town could write donation receipts, however I did not confirm whether we could write them when the funds were being flowed through to another organization.

### Issue

On December 3, 2021, a discussion about these types of donations was initiated on the AMANS listserv. The finance officer for the Town of Shelburne confirmed that she spoke with CRA a few years back and was told the following:

*“(we) were advised if the Town of Shelburne owns the property or event then we can issue donation tax receipts, if not then we could not issue receipts.”*

The Town of Wolfville participated in the discussion and included a copy of their Charitable Donations Receipt Policy. The policy states that in accordance with CRA guidelines, the following donation tax receipts did not qualify:

*“Donations that are given to the Town intended as flow through to a specified recipient who does not have charitable status.”*

Now that the Town has this information, the Town cannot issue donation receipts for the donations for the mural project that were made by Town residents. The Town has received 58 donations totaling \$15,650. The average donation is \$100.

### Solution

If the Berwick Mural Society wants to issue tax receipts for the donations received, they will need to apply for charitable status with the CRA. This process can take approximately 4-6 months. If the Berwick Mural Society wants to do this, then I recommend the following:

- 1) The Town returns all donations to the list of donors.
- 2) The donors in turn issue their donations to the Berwick Mural Society so there is a complete record of payment for issuing a tax receipt.
- 3) The Berwick Mural Society in turn issues a cheque to the Town of Berwick for the donations that were returned to the donors, since the Town has already flowed the funds through to the Berwick Mural Society.
- 4) The Berwick Mural Society can issue tax receipts for the 2022 taxation year.



If the Berwick Mural Society does not want to register for charitable status with the CRA, then they should communicate with the donors that tax receipts cannot be issued for the donations received. No further action would be required unless certain donors made the donation for the tax receipt benefit. It is recommended that the donation be returned by the Berwick Mural Society if that is the case.

**Recommendation**

Town staff will prepare a Charitable Donations Receipt Policy for Council approval.

## REPORT TO THE COUNCIL

**From:** Karen Peckford, Director of Finance  
**Date:** December 8, 2021  
**Subject:** VWRM Loan Guarantee Renewal

### **Summary**

VWRM submitted a TBR for 2020/21 that will expire on January 11, 2022. The original TBR was in the amount of \$945,000, but after project review, it has been decreased to \$670,920 due to some project deferrals. The Town of Berwick's new guarantee for this renewal is \$23,683. The original TBR was approved by Council on November 9, 2020.

### **Attachments**

- Guarantee Resolution for Council approval.
- TBR approved by the VWRM Board on November 17, 2021.
- Schedule A (municipal guarantee percentages) and Schedule B (project cost form) are included with the TBR.

### **Recommendation**

It is recommended that Council approve the Valley Waste Resource Management Authority TBR Guarantee in the amount of \$23,683.



**VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY TEMPORARY  
BORROWING RESOLUTION RENEWAL**

Amount: \$ 670,920

Capital Projects: Detailed in Schedule "B"  
TBR Renewal 2020-21 Capital Projects

**WHEREAS** the Valley Region Solid Waste-Resource Management Authority (hereinafter referred to as the Authority) was incorporated on October 1, 2001 pursuant to Section 60 of the Municipal Government Act;

**WHEREAS** the Town of Berwick, the Town of Kentville, the Town of Middleton, the Town of Wolfville, the Town of Annapolis Royal, and the Municipality of the County of Kings entered into an inter-municipal services agreement pursuant to Section 60 of the Municipal Government Act;

**WHEREAS** the Authority pursuant to the inter-municipal agreement states that the body corporate shall be vested with the power to borrow money for the purpose of capital projects, the estimated amounts and descriptions of which are contained in Schedule "B";

**WHEREAS** any borrowing and/or entering into debt obligations of the municipal body corporate must be approved by the municipal units and the Municipal Guarantee percentages and amounts for each of the six municipal parties are attached at Schedule "A";

**WHEREAS** pursuant to Section 88 of the Municipal Government Act no money shall be borrowed by a municipality, village, committee by an inter-municipal agreement or service commission pursuant to this Act or another Act of the Legislature until the proposed borrowing and municipal guarantees have been approved by the Minister of Municipal Affairs and Housing;

**WHEREAS** pursuant to a resolution passed by the Authority on the 16th day of September, 2020, for a sum not exceeding Nine Hundred Forty-Five Thousand Dollars (\$ 945,000) and approved by the Minister of Municipal Affairs and Housing dated the 11th day of January, 2021, the Authority did postpone the issue of debentures; and,


**WHEREAS** the Authority has deemed it expedient that the period of borrowing be further extended;

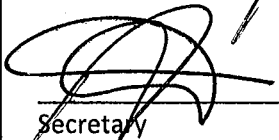
**BE IT THEREFORE RESOLVED**

**THAT** subject to the approval of the Minister of Municipal Affairs and Housing, the authorized period of borrowing in an amount not exceeding Six Hundred seventy thousand, nine hundred twenty Dollars (\$ 670,920) be extended for a further period not to exceed Twelve (12) months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution.

**THIS IS TO CERTIFY** that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Valley Region Solid Waste-Resource Management Authority held on the 17th day of November, 2021.

**GIVEN** under the hands of the Chair and the Secretary and under the seal of the Authority this 26<sup>th</sup> day of November, 2021.

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Secretary



**VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY**

**TEMPORARY BORROWING RESOLUTION**

Amount: \$ 670,920

Capital Projects: Detailed in Schedule "B"

**SCHEDULE "A"**

**MUNICIPAL GUARANTEES**

<b>MUNICIPAL PARTNER</b>	<b>GUARANTEE PERCENTAGE</b>	<b>GUARANTEE AMOUNT</b>
Municipality of the County of Kings	74.69%	\$501,110
Town of Kentville	9.99%	\$67,025
Town of Wolfville	8.24%	\$55,284
Town of Berwick	3.53%	\$23,683
Town of Middleton	2.51%	\$16,840
Town of Annapolis Royal	1.04%	\$6,978
Total Capital Requirements for Borrowing Resolution	<b>100%</b>	<b>\$670,920</b>



**VALLEY REGION SOLD WASTE-RESOURCE MANAGEMENT AUTHORITY**

**TEMPORARY BORROWING RESOLUTION**

Amount: \$ 670,920

Capital Projects: Detailed in Schedule "B"

**SCHEDULE "B"  
CAPITAL PROJECTS**

		Estimates \$
<b>Heading: Vehicles</b>		
<b>Item</b>	Heavy Duty 4X4 Pickup Truck	45,530.00
<b>Item</b>		
<b>Item</b>		
<b>Item</b>		
<b>Heading Sub Total:</b>		<b>45,530.00</b>
<b>Heading: Equipment</b>		
<b>Item</b>	Wheel Loader	285,100.00
<b>Item</b>	Forklift	38,910.00
<b>Item</b>		
<b>Item</b>		
<b>Heading Sub Total:</b>		<b>324,010.00</b>
<b>Heading: Site / Facilities</b>		
<b>Item</b>	Automated Scale House Window	13,000.00
<b>Item</b>		
<b>Item</b>		
<b>Item</b>		
<b>Heading Sub Total:</b>		<b>13,000.00</b>
<b>Heading: Various</b>		
<b>Item</b>	Land for Future Expansion	238,000.00
<b>Item</b>	Video Surveillance Cameras	50,380.00
<b>Item</b>		
<b>Item</b>		
<b>Heading Sub Total:</b>		<b>288,380.00</b>
<b>TOTAL REQUEST CONTAINED WITHIN THIS RESOLUTION</b>		<b>670,920.00</b>

**Town of Berwick Report to Municipal Council**

**Subject:** Planning Advisory Committee Recommendation for First Reading Regarding Logie rezoning application, Maple Avenue

**From:** Chrystal Fuller, Brighter Community Planning & Consulting

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Council gave First Reading to the rezoning of Logie lands at its meeting on November 9th, 2021 after receiving a motion from PAC and reviewing a staff report, and the policies of the MPS, as well as the information provided by the applicant.

After a Public Hearing in this matter and further consideration, the following motion is put forth:

**THAT**

Council give Second Reading to the rezoning of Logie Lands on Maple Avenue (PID 55543987) from R-1 to R-2.

**Town of Berwick**  
*Report to Municipal Council*  
**Agenda Item**

Subject: November, 2021 Committee of the Whole Recommendations  
From: Mike Payne, Chief Administrative Officer  
Date: December 14, 2021

The following recommendations to Council are being forwarded from Committee of the Whole (November, 2021), for further discussion and action:

**It is recommended from COTW**

**THAT**

Staff recommend that Council approve the Tax Reduction Policy

**It is recommended from COTW**

**THAT**

Staff recommend that Council approve the Tax Exemption Policy. Staff recommend that Council recommend the Day Care Centres Property Tax Exemption and Reduction By-law for first reading

**It is recommended from COTW**

**THAT**

Council accepts Chris Cooke as the new member of the Accessibility Committee.

**Town of Berwick**  
*Report to Municipal Council*  
**Agenda Item**

Subject: November, 2021 Police Advisory Committee Recommendation

From: Mike Payne, Chief Administrative Officer

Date: December 14, 2021

The following recommendations to Council are being forwarded from the Police Advisory Committee (November, 2021), for further discussion and action:

**It is recommended from the Police Advisory Committee**

**THAT**

Council approve two additional solar powered pedestrian activated crosswalk signals and a solar powered speed radar device through the F2023 capital budget planning process.

# MEMO

To: Municipal Councils  
Kings Transit Authority Board  
Valley Region Solid Waste-Resource Management Authority Board

From: Chief Administrative Officers

Date: November 30, 2021

Re: Interim IMSA (Shared Service Pilot Project)

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## Background

Municipal partners in both Annapolis and Kings Counties have been working together to examine our current Inter-Municipal Services Agreements with the goal of improving service delivery and maximizing efficiencies.

The first initiative that is being recommended by the Working Group (comprised of the Warden of the Municipality of the County of Annapolis, the Mayor from the Municipality of the County of Kings and the Mayors of the Towns of Annapolis Royal, Berwick, Kentville, Middleton and Wolfville) is the creation of an Interim IMSA (attached) to undertake a two-year pilot project intended to strengthen both Kings Transit Authority (KTA) and the Valley Region Solid Waste-Resource Management Authority (Valley Waste).

It is requested that all parties to the Interim IMSA consider the matter prior to the end of December 2021 so work can commence in early 2022.

## Draft Motion

### **For Municipal Councils:**

That Council authorize the Mayor [Warden] and Chief Administrative Officer to execute the attached Interim Inter-Municipal Services Agreement.

### **For Kings Transit:**

That the Kings Transit Authority authorize the Chair and General Manager to execute the attached Interim Inter-Municipal Services Agreement.

### **For Valley Waste:**

That the Valley Region Solid Waste-Resource Management Authority authorize the Chair and General Manager to execute the attached Interim Inter-Municipal Services Agreement.

## Legislative Authority

Section 60, Nova Scotia *Municipal Government Act*.

## Reference and Attachments

### 1. Interim Inter-Municipal Services Agreement

## Discussion

### *Scope*

Over the past few months, the Working Group has been developing and finalizing an Interim IMSA for consideration by Municipal Councils in Annapolis and Kings Counties, KTA, and Valley Waste. The purpose of the Interim IMSA is to conduct a two-year shared services pilot program tasked with:

#### Valley Waste:

- Cost accounting of the various streams (activity-based approach)
- Cost analysis of volumes associated with commercial haulers
- Implications of a “user pay” system of cost recovery
- Analysis of implications associated with the Provincial *Environmental Goals and Climate Change Reduction Act*, e.g., Extended Producer Responsibility system of waste management and the reduction of solid waste disposal rates.
- Managing the regular business and transformational change

#### KTA:

- Management of external consulting engagements addressing a complete service delivery review including:
  - Fixed transit route review
  - Detailing of fixed transit fleet size and type
  - Integration with on demand transit services
  - Integration with Active Transportation
  - Placement and integration of rapid charging stations
  - Accessibility Plan Development; and
  - Branding and Marketing
- Managing the regular business and transformational change

#### Both KTA and Valley Waste:

- Strategic Plans to address transformational change
- Full five-year Business Plans (emphasis on capital investment plans)
- Fulsome report (tabled six-months prior to end of pilot) on go-forward IMSA corporate governance configuration(s), administrative structure(s), and method(s) of cost-recovery



### *Process*

An initial version of the proposed Interim IMSA was presented to the Working Group by their Solicitor, Bronwyn Duffy, on October 4, 2021. Subsequent discussions and changes were made at Working Group meetings of October 29<sup>th</sup> and November 4<sup>th</sup>. Consultation was held with the Chairs and General Managers for KTA and Valley Waste on November 23<sup>rd</sup> and November 24<sup>th</sup> and the CAOs met to finalize the draft agreement on November 24<sup>th</sup>. On November 26<sup>th</sup>, the Working Group met and passed a motion recommending that the Interim IMSA be forwarded to and approved by the Participating Units and the two corporations.

### *Term and Governance*

The Interim IMSA is for a twenty-four-month term, which will commence on the date of hiring of the Executive Director.

Both Valley Waste and KTA body corporates will remain in place for the duration of the Interim IMSA, however both organizations will delegate their authorities to the interim Board, which is comprised of the Mayors and Warden. The Interim IMSA Board will be bound by the present-day IMSAs for KTA and Valley Waste, which are schedules to the Interim IMSA.

### *Board Decision Making*

There are two components to the Interim IMSA – the pilot component and operational matters.

For matters related to the pilot component, each Municipal Partner (referred to as Participating Units in the Interim IMSA) will have equal voting rights decided by a simple majority. Examples of decisions that fall under the pilot include engagement of the Executive Director and Director of Finance positions, consideration of reports and advice per the deliverables of the pilot, and the review and approval of pilot related financial reports.

For matters related to operations of KTA and Valley Waste, the Interim Board must follow the two present-day IMSAs. Only Directors who represent parties to the present-day IMSAs are entitled to vote on monetary matters. Additionally, only Directors who represent parties to the present-day IMSAs are entitled to be present during closed sessions of the Interim Board convened pursuant to Section 22 of the *Nova Scotia Municipal Government Act*.

### *Special Resolutions*

Special resolutions are defined as a motion, which must be passed by a majority, and must also include the Municipality of the County of Kings. The only time this applies is in the approval of annual operating and capital budgets of KTA and Valley Waste. Should Kings object to these, they must present an alternative for consideration. In the absence of agreement of the alternative consideration, the matter proceeds through mediation and arbitration and all Participating Units are bound by the decision of an arbitrator.

### *Administration*

The Executive Director is not intended to be a solid waste or transit expert. The current General Managers for both organizations will provide expert advice to the Executive Director and will continue to lead the day-to-day operations and management functions of both organizations. The Executive Director will be a change management expert, and along with the term Director of Finance, are intended to provide incremental support to both organizations for the duration of the Interim IMSA.

### Financial Implications

#### *Pilot Expenditures*

<b>Pilot Expenditures (24 Months)</b>	
Staffing	
Executive Director	\$ 301,600
Accountant	232,000
	533,600
Transit Studies	
Consulting Fees	158,750
ICIP portion	(97,250)
Net Shareable	67,500
Total Estimate	\$ 601,100

#### *Allocation by Partner*

<b>Allocated Over Three Fiscal Years</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>	<b>Total</b>
<b>Estimated Cost (refer to Schedule A)</b>	<b>\$ 111,667</b>	<b>\$ 300,550</b>	<b>\$ 189,383</b>	<b>\$ 601,100</b>
<b>Cost Allocation</b>				
<b>County of Kings</b>	<b>\$ 55,216</b>	<b>\$ 149,283</b>	<b>\$ 94,066</b>	<b>\$ 298,566</b>
<b>Town of Kentville</b>	<b>11,253</b>	<b>30,425</b>	<b>19,171</b>	<b>60,850</b>
<b>Town of Wolfville</b>	<b>9,368</b>	<b>25,326</b>	<b>15,959</b>	<b>50,653</b>
<b>Town of Berwick</b>	<b>4,779</b>	<b>12,921</b>	<b>8,142</b>	<b>25,842</b>
<b>County of Annapolis</b>	<b>24,870</b>	<b>67,283</b>	<b>42,368</b>	<b>134,476</b>
<b>Annapolis Royal</b>	<b>2,410</b>	<b>6,517</b>	<b>4,106</b>	<b>13,034</b>
<b>Middleton</b>	<b>3,270</b>	<b>8,840</b>	<b>5,570</b>	<b>17,680</b>
<b>Total</b>	<b>\$ 111,167</b>	<b>\$ 300,550</b>	<b>\$ 189,383</b>	<b>\$ 601,100</b>

### Communications Requirements

Councils will receive regular update reports from the Interim IMSA Board and Executive Director throughout the duration of the Interim IMSA pilot.

**THIS INTERMUNICIPAL SERVICES AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2021.

**BETWEEN:**

**MUNICIPALITY OF THE COUNTY OF ANNAPOLIS**, a body corporate, pursuant to section 7 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Annapolis County”)

-and-

**TOWN OF ANNAPOLIS ROYAL**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Annapolis Royal”)

-and-

**TOWN OF BERWICK**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Berwick”)

-and-

**TOWN OF KENTVILLE**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Kentville”)

-and-

**MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate, pursuant to section 7 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Kings”)

-and-

**TOWN OF MIDDLETON**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Middleton”)

-and-

**TOWN OF WOLFVILLE**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “**Wolfville**”)

-and-

**VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY**, a body corporate, incorporated pursuant to the laws of the Province of Nova Scotia;

(hereafter, “**Valley Waste**”)

-and-

**KINGS TRANSIT AUTHORITY**, a body corporate, incorporated pursuant to the laws of the Province of Nova Scotia;

(hereafter, “**KTA**”)

(collectively, the “**Parties hereto**”)

**WHEREAS** section 60 of the *Municipal Government Act* (MGA) provides for the delivery of municipal services on such terms and conditions as agreed by the Participating Units (PU) as defined herein;

**WHEREAS** a Memorandum of Understanding forming a Working Group of elected officials and senior staff was executed in April 2021;

**WHEREAS** the Parties hereto desire to develop a pilot for the joint delivery of municipal services by Intermunicipal Service Agreement (IMSA) pursuant to section 60 MGA;

**WHEREAS** Valley Waste and KTA continue in effect as corporations and they do, as signatories to this IMSA, agree to the governing and administration provisions herein for a 24-month term (Interim IMSA);

**WHEREAS** the Parties hereto agree that the two current Boards of Directors for Valley Waste and KTA shall be inactive for the term of the Interim IMSA and one Board shall be appointed for both corporate entities;

**WHEREAS** Valley Waste and KTA require immediate incremental and professional resourcing to accommodate financial planning and reporting related in part to the replacement of capital assets that are cresting the end of useful life;

**WHEREAS** resourcing a central agency that follows a shared service model is expected to provide efficiencies such as consolidating contracts for financial services; and

**WHEREAS** the Parties agree that this regional initiative (the “Interim IMSA”) is intended to plan and administer transformational change, in concert with external direction from government funding priorities and legislation;

**NOW THEREFOR THIS AGREEMENT WITNESSETH THAT**, for and in consideration of the joint and several mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto mutually covenant and agree with each other as follows:

## **DEFINITIONS**

1. In this Agreement:

- (a) **Audit Committee** means the Audit Committee pursuant to the MGA and FRAM;
- (b) **Auditor** means a registered municipal auditor as defined in section 457 MGA, appointed by the Board of Directors to audit the financial affairs of KTA and Valley Waste;
- (c) **Board of Directors** means the governing body of the Interim IMSA, responsible for strategic direction and policy, with attendant fiduciary duty;
- (d) **CAO** means Chief Administrative Officer, and has the same meaning as in the MGA or successor legislation as may be enacted from time to time;
- (e) **Fiscal Year** means the 12-month period beginning April 1 and ending March 31 of the subsequent calendar year;
- (f) **FRAM** means the Financial Reporting and Accounting Manual prescribed from time to time enabled by MGA;
- (g) **GAAP** means Canadian Generally Accepted Accounting Principles, as established from time to time by the Chartered Professional Accountants of Canada, or any successor institutes;
- (h) **MGA** means *Municipal Government Act*, S.N.S., 1998, c. 18, as amended;
- (i) **Participating Units** or **PU**s means the Municipal Units that are party to this Agreement;
- (j) **Reporting Period** means the multiple Fiscal Years during which the Interim IMSA is in effect; and



(k) **Special Resolution** means a motion introduced at a duly called meeting that is passed by a majority of the PUs hereto, and which must include Kings.

#### **INTERIM IMSA OBJECTIVES**

2. The Parties hereto desire, through this Interim IMSA, to:
  - (a) determine if scales of economy benefit Valley Waste and the PUs separately and as a collective, given that the operations are volume-based;
  - (b) undertake an assessment of PUs participating as full Parties to a reorganized and re-branded KTA organization;
  - (c) participate in reviews of transit accessibility requirements as part of the legislated Accessibility Plan obligation; and
  - (d) participate in studies and analysis associated with “user pay” approaches to cost-recovery, the impact of updated service contracts and Provincial legislation, and to determine whether continuing under a sale of service arrangement or joining as a party to a revised IMSA is beneficial.

#### **EFFECT**

3. The Parties hereto acknowledge that there continue to be two bodies corporate, KTA and Valley Waste, both of which have delegated their authorities pursuant to the terms and conditions set out in this Interim IMSA, effective as of the hiring date of the Executive Director.
4. The Parties agree that disclosure of documentation, records and information in the possession of the Interim IMSA shall be subject to the *Freedom of Information and Protection of Privacy Act, 1993, c.5*
5. The Board of Directors is the governing body of this Interim IMSA, responsible for strategic direction and policy, as detailed herein.
6. The CAO model of local government shall apply, per Part II MGA.
7. Pursuant to section 3(ar) MGA, the Interim IMSA shall operate as a municipal government as defined, subject to the same legislative rights and obligations, including, without limitation, the *Public Procurement Act, 2011, c. 12, Municipal Conflict of Interest Act, R.S. c. 299, the Conflict of Interest Act, 2010, c. 35* and the *Labour Standards Code, R.S. c. 246.*

## **GOVERNANCE**

### **Board Composition**

8. The Board of Directors shall be comprised of the Mayors and Warden of the PUs for the Term of this Interim IMSA.

### **Continued Authority of the Corporations**

9. The bodies corporate, KTA and Valley Waste, retain all the powers, rights and obligations vested in them by law, though notwithstanding the foregoing, they delegate their authority, as detailed in Schedules C and D, to the Interim IMSA Board of Directors for the term of this IMSA.

## **POWERS**

### **Board Authority**

10. Subject to provisions 9 and 16 herein, the Board shall have all powers of the corporations, KTA and Valley Waste, as set out in Schedules C and D, including, without limitation:
  - (a) to enter into contracts with firms or individuals to procure any incremental administrative service or facility, and specifically the services of Executive Director and Director of Finance;
  - (b) to acquire by purchase, donation, deed, devise, bequest, gift, grant or otherwise, or in any manner or form, real property of any and every description or sell, exchange, mortgage, hypothecate or invest the same;
  - (c) to purchase tangible capital assets;
  - (d) subject to Special Resolution, to develop and recommend operating and capital budgets;
  - (e) to call for, receive and approve policy;
  - (f) to develop strategic plans and direction to effect transformational change;
  - (g) to develop and advance a full five-year business plan, with emphasis on capital financing;
  - (h) to produce a comprehensive report, to be tabled six months prior to the end of the term of the Interim IMSA, addressing go-forward IMSA corporate structure (Report);
  - (i) within the term of the Interim IMSA, to consider and adopt audited financial statements for Valley Waste and KTA; and
  - (j) relative to the Reporting Period provide a budget to actual accounting of the Interim IMSA detailed in Schedule A hereto.

11. Pursuant to provisions 9, 12 and 13 herein, and for greater certainty, the Board of Directors shall govern for the Term of this Agreement:
  - (a) the Objectives and Deliverables of the Interim IMSA and associated budget detailed herein;
  - (b) Valley Waste through assumption of the corporate governance duties detailed Schedule C; and
  - (c) KTA through assumption of the corporate governance duties detailed Schedule D

### **Board Decision-Making**

12. The Parties agree that governance of the Interim IMSA shall involve two separate components: pilot undertakings (Pilot); and regular business associated with governance responsibilities of Valley Waste and KTA (Operational Matters).

#### **Pilot**

13. Relative to decision-making on Interim IMSA Pilot Deliverables as described herein, all Participating Units shall serve on the Board of Directors as voting members. For greater certainty and without limitation, decisions in this regard shall be made by simple majority and include:
  - (a) Engagement of an Executive Director
  - (b) Engagement of a Director of Finance;
  - (c) Consideration of reports and advice requested of and generated or coordinated by the Executive Director; and
  - (d) Review and approval of financial reports related to the Reporting Period.

#### **Operational Matters**

14. With respect to governance provisions detailed in the individual KTA and Valley Waste IMSAs attached as Schedules C and D, all PUs shall be entitled to vote and attend Board meetings with exception of:

#### **Voting**

Only the members of the Board of Directors who represent Parties to the IMSAs appended hereto as Schedules C and D, shall be entitled to vote on monetary matters.

#### **Attendance**

Only the members of the Board of Directors who represent Parties to the IMSAs appended hereto as Schedules C and D shall be entitled to participate in discussions, provide direction to staff or the solicitor, or vote on matters related to or resulting from discussions conducted in closed session in accordance with s.22 MGA. For greater certainty, the PUs hereto that are not party to either the appended Valley Waste or KTA IMSAs, as the case may be, shall recuse themselves and vacate the meeting during periods when the Board convenes in closed session.

### **Special Resolution**

Operational decisions may be subject to the Special Resolution provision herein and include:

- (a) Recommendation of annual budgets, approval of work plans and adoption of audited financial statements prepared in accordance with FRAM and GAAP; and
- (b) Approval of service agreements.

### **PU Authority**

- 15. The PUs hereto shall receive and consider for approval the Report.

### **SPECIAL RESOLUTION**

- 16. The PUs hereto agree that approval of annual operating and capital budgets of Valley Waste and KTA shall require a Special Resolution.

### **ADMINISTRATION**

- 17. The Interim IMSA shall be administered in accordance with Part II MGA. The Parties agree that the Board shall contract an Executive Director for a two-year service.
- 18. The Executive Director shall report to the Board of Directors.
- 19. Valley Waste and KTA shall operate for the Term of the Interim IMSA as Service Divisions, and the General Managers of Valley Waste and KTA shall report to the Executive Director.
- 20. The General Managers shall continue with supervision of day-to-day operations and management functions of their respective Service Divisions. These duties shall include without limitation the management of service agreements, human resources (with the exception of finance personnel), reports through the Executive Director to the Board, and public information, education and communications.
- 21. The Executive Director shall have the same authorities and responsibilities as a CAO while the Board of Directors shall provide strategic direction and serve in a policy role, e.g. requesting, considering and approving statements of policy.
- 22. The role of the Executive Director shall include:
  - (a) Producing outcome reports and recommendations with respect to the Interim IMSA Objectives; namely, capital upgrades, contract negotiations and implications associated with the Nova Scotia *Environmental Goals and Climate Change Reduction Act*;

- (b) Managing external consulting engagements and cost-sharing agreements for KTA; and
  - (c) Supervision of the General Managers.
23. The Parties agree that the Board shall contract a Chartered Professional Accountant or accountancy firm to serve as Director of Finance for a two-year service.
24. This Agreement permits contracting for services of the Executive Director and Director of Finance, and does not authorize the appointment of permanent employees.
25. The Director of Finance shall report to the Executive Director.
26. KTA and Valley Waste finance personnel shall report to the Director of Finance.
27. The Interim IMSA Cost Projections are appended hereto as Schedule A and form part of this Agreement.
28. The Estimated Party Allocations are appended hereto as Schedule B and form part of this Agreement.

#### **INTERIM IMSA (PILOT COMPONENT) DELIVERABLES**

##### **Kings Transit Authority**

29. During the Term of this Interim IMSA, deliverables for KTA include analysis of the following:
- (a) Fixed transit route review;
  - (b) Detailing of fixed transit fleet size and type;
  - (c) Integration with on demand service;
  - (d) Integration with Active Transportation;
  - (e) Integration with rapid charging stations;
  - (f) Accessibility plan development; and
  - (g) Branding and marketing.

##### **Valley Waste**

30. During the Term of this Interim IMSA, deliverables for Valley Waste include analysis of the following:
- (a) Cost accounting of the streams;
  - (b) Full cost recovery of volumes associated with commercial haulers;
  - (c) Conversion to a “user pay” system of cost recovery; and

- (d) Implications associated with the Provincial *Environmental Goals and Climate Change Reduction Act*, e.g., Extended Producer Responsibility system of waste management and the reduction of solid waste disposal rates.

### **Post Interim IMSA Recommendations**

- 31. On or before month eighteen of the Term, the Board of Directors shall receive, revise as necessary and provide to the Municipal Units that are Parties to the Agreement, post Interim IMSA recommendations that without limitation include:
  - (a) A governance configuration(s);
  - (b) An administrative structure(s);
  - (c) A method(s) of cost-recovery;
  - (d) Strategic Plans for both Valley Waste and KTA;
  - (e) Five-year Capital Investment and business plans for both Valley Waste and KTA

### **TERM**

- 32. The term of this Interim IMSA shall commence as of the hiring date of the Executive Director. This Agreement shall not renew or be extended without a unanimous resolution of the PUs.

### **CONFLICT OF INTEREST**

- 33. The *Municipal Conflict of Interest Act*, RSNS 1989, c. 299, and the *Conflict of Interest Act*, 2010, c. 35, shall apply to all Directors.

### **CODE OF CONDUCT AND ETHICS**

- 34. Any Code of Conduct and Ethics adopted for the Interim IMSA shall be consistent with the Standards of Ethical Conduct for Public Sector Organizations, reduced to writing and provided to all Parties, the Board of Directors, the Executive Director and the Director of Finance and all staff, and shall be published on the Valley Waste and KTA websites.

### **DISPUTE RESOLUTION**

- 35. Notwithstanding any other provision in this Agreement, any dispute that cannot be resolved shall be referred to mediation in accordance with the *Commercial Mediation Act*, SNS 2005, c. 36. In the event of a budget dispute, it shall be incumbent upon Kings to present an alternative budget. Where a dispute remains unresolved by mediation, then any PU may refer such dispute to arbitration by provision of written notice to all Parties hereto. In the event of arbitration, the arbitrator appointed shall be agreed by the Parties within 30 days of submission to arbitration; in default of agreement, the Parties will refer the choice of arbitrator to the Supreme Court in accordance with section 12 of the *Commercial Arbitration Act* (Nova Scotia) (CAA). The arbitrator shall agree to conduct the arbitration in accordance with the terms of this Agreement. The appointed arbitrator



shall have all the powers given by the CAA. The award and determination of the arbitrator shall be final and binding and each party hereto agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne equally by the Parties unless otherwise ordered by the arbitrator. Notwithstanding anything contained in this Agreement to the contrary, all signatories to this Agreement must abide by the ruling of the Arbitrator.

## NOTICE

36. Any notice under this Agreement, unless otherwise provided, may be given if delivered or mailed, postage prepaid, or by facsimile transmission or electronic transmission to:

CAO  
Municipality of the County of Annapolis  
752 St George Street, PO Box 100  
Annapolis Royal, NS B0S 1A0

CAO  
Town of Annapolis Royal  
285 St George Street, Box 310  
Annapolis Royal, NS B0S 1A0

CAO  
Town of Berwick  
236 Commercial Street  
Berwick, NS B0P 1E0

CAO  
Town of Kentville  
354 Main Street  
Kentville, NS B4N 1K6

CAO  
Municipality of the County of Kings  
181 Coldbrook Village Drive  
Coldbrook, NS B4R 1B9

CAO  
Town of Middleton  
131 Commercial St  
Middleton, NS B0S 1P0

CAO  
Town of Wolfville  
359 Main Street  
Wolfville, NS B4P 1A1

General Manager  
Valley Region Solid Waste-Resource  
Management Authority  
90 Donald E Hiltz Connector Rd  
PO Box 895  
Kentville, NS B4N 4H8

General Manager  
Kings Transit Authority  
29 Crescent Dr  
New Minas, NS B4N 3G7

## APPLICABLE LAW

37. The law governing the Interim IMSA and any action, matter or proceeding based upon or relating thereto shall be the law of the Province of Nova Scotia, which shall have exclusive jurisdiction over any action or proceeding based upon or relating to this Agreement.

**SEVERABILITY**

38. The Parties hereto covenant and agree that the invalidity or unenforceability of any provision of this Interim IMSA will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

**WAIVERS AND AMENDMENTS**

39. No action by any party to this Interim IMSA shall be construed as a waiver saving express written provision of such waiver, and this IMSA shall not be amended saving express written provision of such amendment by all Parties hereto.

**RELATIONSHIP OF PARTIES**

40. The Parties hereto intend that they shall not be treated as partners or members of a joint venture for any purpose.

**FURTHER ASSURANCES**

41. The Parties hereto agree to execute and deliver any further documents or assurances or to furnish any further information or perform any other act reasonably necessary to give full effect to the terms herein.

**EXECUTION**

42. This Interim IMSA may be executed by facsimile and in counterpart.

**TIME**

43. Time shall in all respects be of the essence in this Interim IMSA.

[remainder of page left intentionally blank; signature pages follow]

**THIS AGREEMENT** shall enure to the benefit of and be binding upon the Parties hereto, their administrators and assigns.

**IN WITNESS WHEREOF** the Parties have executed this Agreement by their respective officials, duly authorized on that behalf, on the day and year first above written.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

) **MUNICIPALITY OF THE COUNTY OF  
ANNAPOLIS**

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WITNESS

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Warden

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\_\_\_\_\_  
WITNESS

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Chief Administrative Officer

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**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

) **TOWN OF ANNAPOLIS ROYAL**

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WITNESS

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Mayor

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WITNESS

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Chief Administrative Officer







**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

) **KINGS TRANSIT AUTHORITY**

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WITNESS

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) Director



Schedule A  
Interim IMSA Cost Projections

<b>Pilot Expenditures (24 months):</b>	
Staffing:	
Executive Director	\$ 301,600
Accountant	232,000
	533,600
Transit Studies:	
Consulting fees	158,750
ICIP portion	(91,250)
Net Shareable	67,500
<b>Total estimate</b>	<b>\$ 601,100</b>

Schedule B

Budget Allocation Participating Units

<b>Allocated Over Three Fiscal Years</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>	<b>Total</b>
<b>Estimated cost (see Schedule A)</b>	\$ 111,167	\$ 300,550	\$ 189,383	\$ 601,100
<b>Cost allocation:</b>				
County of Kings	\$ 55,216	\$ 149,283	\$ 94,066	\$ 298,566
Town of Kentville	11,253	30,425	19,171	60,850
Town of Wolfville	9,368	25,326	15,959	50,653
Town of Berwick	4,779	12,921	8,142	25,842
Annapolis County	24,870	67,238	42,368	134,476
Annapolis Royal	2,410	6,517	4,106	13,034
Middleton	3,270	8,840	5,570	17,680
<b>Total</b>	<b>\$ 111,167</b>	<b>\$ 300,550</b>	<b>\$ 189,383</b>	<b>\$ 601,100</b>

Schedule C

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

Intermunicipal Services Agreement

April 30, 2019

**INTERMUNICIPAL SERVICES AGREEMENT**

**VALLEY REGION SOLID WASTE-RESOURCE  
MANAGEMENT AUTHORITY**

**2019 Agreement**

THIS AGREEMENT IS MADE ON THIS 30<sup>th</sup> day of APRIL, 2019

AMONG:

**THE TOWN OF ANNAPOLIS ROYAL**, a body corporate pursuant to the *Municipal Government Act*

**-and-**

**THE TOWN OF BERWICK**, a municipal body corporate pursuant to the *Municipal Government Act*

**-and-**

**THE TOWN OF KENTVILLE**, a municipal body corporate pursuant to the *Municipal Government Act*

**-and-**

**THE TOWN OF MIDDLETON**, a municipal body corporate pursuant to the *Municipal Government Act*

**-and-**

**THE MUNICIPALITY OF THE COUNTY OF KINGS**, a municipal body corporate pursuant to the *Municipal Government Act*

**-and-**

**THE TOWN OF WOLFVILLE**, a municipal body corporate pursuant to the *Municipal Government Act*

**THE PARTIES HERETO AGREE AS FOLLOWS:**

**VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY**

1 The purpose of this agreement is to provide for solid waste-resource management for the Parties that are located in the “Valley Region” (also “Region 5” pursuant to clause 39 (1) (e) of the Solid Waste-Resource Management Regulations of the Province of Nova Scotia), referred to in this agreement as the “Region”.

2 This agreement is an agreement for the joint provision of services and facilities by the Parties pursuant to section 60 of the *Municipal Government Act*.

3 The Parties agree that solid waste-resource management will be provided by the "Valley Region Solid Waste-Resource Management Authority", committee consisting of one representative of each of the parties and referred to in this agreement as the "Authority".

#### **MEMBERS**

4(1) Each party to this agreement shall appoint a person to be that party's member of the Authority and that member shall serve at the pleasure of his/her Council for a term of office specified by his/her Council and shall hold office until his/her successor is named.

4(2) The initial appointments to the Authority shall be made by each municipal Council within six weeks after the signing of this agreement.

4(3) Each party may also appoint an alternate member of the Authority who may vote in the place of the member during any absence. If an alternate is named, the alternate member may attend meetings of the Authority at the expense of the appointing party and shall maintain awareness of the business of the Authority such that continuity is not lost and no disruption of work occurs.

4(4) In the event that a vacancy occurs, the Council appointing the member shall appoint a replacement within six weeks after the vacancy occurs.

4(5) Each party to this agreement is responsible for remuneration, such as meeting fees if any, to be paid to its member for serving on the Authority, but the Authority shall reimburse its members for travel and other necessary expenses incurred in connection with the work of the Authority, as agreed to from time to time by the Authority, unless such payments are disallowed by Provincial legislation.

## **DECISIONS**

5 Any decision requiring the agreement of the parties hereto shall be decided by a majority of the parties which must include the Municipality of the County of Kings (MoK). Decisions requiring consent of the parties according to this formula include: additions to the services agreed to be provided by the Authority (Clause 8(xiii)); the disposal of capital assets valued at more than one hundred thousand dollars (\$100,000) (Clause 11); approval of the annual operating plan and budget (Clause 20); approval of supplementary budget estimates (Clause 24); addition of new parties to this agreement (Clause 31); dissolution of the Authority (Clause 34); and alteration of this agreement (Clause 37).

6 Any decision requiring the agreement of the members of the Authority shall be decided by a majority of those members present unless otherwise stated.

## **OBJECTS**

7(1) Solid waste-resource management for the Parties will be provided by the Authority in accordance with the Terms of Reference appended as "Schedule A" and in accordance with the annual solid-waste resource management operating plan and budget recommended by the Authority and approved by the parties.

7(2) The approved solid waste-resource management operating plan shall set out the specific solid waste-resource management services to be provided by the Authority.

8 Solid waste-resource management for the purposes of this agreement shall include:

- (i) source reduction programs;
- (ii) reuse programs;
- (iii) public education and awareness of solid waste-resource management;
- (iv) source separation programs;



- (v) backyard, on-site and other at-source composting;
- (vi) solid waste-resource collection in the residential sector;
- (vii) central composting;
- (viii) processing and marketing of recyclable materials;
- (ix) household hazardous waste management;
- (x) construction and demolition debris management;
- (xi) transfer and transportation of solid waste-resource materials;
- (xii) disposal of residual waste; and
- (xiii) other solid waste-resource management programs and activities as agreed to by the parties in accordance with Clause 5.

9 The provision of solid waste-resource management by the Authority, for the purposes of this agreement, includes the provision, operation, management and maintenance of physical facilities necessary to provide the services listed in Clause 8.

#### **ACQUISITION AND DISPOSITION OF CAPITAL ASSETS/BORROWING POWERS**

10(1) The cost-sharing formula in effect at the time of the signing of this agreement is attached as Schedule B.

10(2) Any capital asset created or acquired by the Authority shall be owned by the Authority.

10(3) The parties shall provide the necessary financing from their own resources needed to acquire or create capital assets on behalf of the Authority, within 60 days of a request by the Authority, in the same proportions as the cost-sharing formula detailed in Clause 10(1).

10(4) The Authority shall have the power to establish the following reserve funds: a facility closure and post-closure care reserve, a capital replacement reserve, and an equipment reserve.

10(5) The Authority shall have the power to accept gifts, assignments, devises and bequests of real and personal property and to apply them to the general purpose of the Authority.

10(6) The Authority shall have the power to acquire real and personal property by deed, will, gift or lease or in any other manner and lease, sell or otherwise dispose of its property, subject to Clause 11, or any part thereof.

10(7) Notwithstanding Clause 10(3) herein the Authority shall have the power to borrow money from the Nova Scotia Municipal Finance Corporation, or any other bank, credit union or financial institution where permitted, at prevailing interest rates for any lawful purpose of the Authority, including but not limited to capital costs and acquisitions, debt financing and refinancing, and the establishment of an operating line of credit for current annual expenditures, subject only to Section 88(1) of the *Municipal Government Act* and the requirement that such borrowing, other than the operating line of credit referred to herein, must be approved in the annual operating plan and budget for the Authority or in a supplemental budget of the Authority.

11 No capital asset valued at greater than one hundred thousand dollars (\$100,000) shall be disposed of by the Authority unless approved by the parties in accordance with Clause 5.

### **SERVICES AND CONTRACTS**

12 The Authority is empowered to make provision for the use of equipment, facilities, services and personnel necessary or advisable to carry out the responsibilities assigned to it by this agreement.



13 The Authority may contract with any person, including a municipal unit and a municipal unit that is party to this agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to it by this agreement.

#### **RULES OF PROCECURE**

14 The Authority shall establish its own rules of procedure.

15(1) The Authority shall annually name one of its members to be Chair and one to be Vice-Chair, to act in the absence or incapacity of the Chair.

15(2) All members, including the Chair or other person presiding, shall vote on every question before the Authority except in the case of conflict of interest.

16 The Authority may pay the Chair an allowance in addition to any remuneration that the Chair receives from the party that appointed the Chair to the Authority, provided such payments are not disallowed by Provincial statute.

17 The Authority shall appoint a Secretary and a Treasurer or a Secretary/Treasurer. These positions shall not be held by any members of the Authority.

#### **FEES TO PUBLIC**

18 The Authority shall have the power to establish and collect user-pay or tipping fees from the public or consumers of any services offered by the Authority.

## OPERATIONAL COSTS

19(1) Upon implementation of this agreement, the net operational costs of the Authority (i.e. gross operating costs minus operating revenues, shall be paid by the parties according to shares issued on equal blend of population and uniform assessment for each of the respective parties, as specified in Clause 10(1) and amended annually using figures current at the time.

19(2) Alternate means of raising revenue, such as user-pay, tipping fees, and/or other means shall be employed, as deemed appropriate or advisable by the Authority, to augment or replace the cost-sharing formula described in Clause 19(1), provided that such charges or alternate means are consistent with the approved annual operating plan and budget.

19(3) Operating costs may include the following:

- (i) wages and salaries for personnel employed directly by the Authority for the purposes of the Authority;
- (ii) the payment of fees to contractors;
- (iii) principal and interest charges on debts incurred by the Authority or by the parties on behalf of the Authority;
- (iv) maintenance and repair expenses for any property operated by the Authority for the purposes of the Authority;
- (v) preparation, inspection, delivery, installation and removal of materials, plants, tools and supplies;
- (vi) travelling expenses properly incurred by employees or members of the Authority for the purposes of the Authority;
- (vii) rentals of equipment whether from a party to the agreement or otherwise, including any applicable insurance cost, transportation cost, cost of loading and unloading, registration fees, cost of installation, dismantling and removal, repair and replacement (exclusive of repairs necessitated by defects when acquired\_;
- (viii) expendable materials, supplies, light, power, heat, water, and tools except those customarily provided by tradespeople;
- (ix) advertising, promotional and educational costs;

- (x) assessments made under the *Workers Compensation Act*, employment insurance, Canada Pension Plan contributions, vacation pay, or paid vacations and other statutory requirements, sales and other taxes;
- (xi) other permissive employee benefits, as approved by the Authority;
- (xii) administration costs of the Authority including allowances to the Chair, payment of staff and reimbursement of expenses to the members, legal and audit fees, and like costs;
- (xiii) a reasonable allowance per tonne of residual solid waste to be kept as a fund to pay the closure costs of a residual solid waste disposal facility, provided that interest earned by the fund becomes part of the fund;
- (xiv) depreciation allowances to be based on the estimated useful life of the capital acquisitions to be devoted to replacement or enhancement of capital facilities, provided that interest earned by the fund becomes part of the fund;
- (xv) payments into a capital reserve fund or funds provided that interest earned by the funds becomes part of the funds;
- (xvi) premiums for liability, errors and omissions, plant and equipment and other insurance policies; and
- (xvii) other expenses deemed necessary provided that they are consistent with this agreement.

### **ANNUAL OPERATING PLAN**

20(1) No later than 90 days before the beginning of the fiscal year, the Authority must submit the proposed annual operating plan and budget to each of the parties for approval after having consulted with the parties in the development of the plan.

20(2) No later than 30 days before the beginning of the fiscal year, the parties must consider and if deemed appropriate ratify, in accordance with Clause 5, the annual operating plan and budget approved by the Authority.

### **PAYMENTS BY PARTIES**

21 The Authority shall bill the parties quarterly for its costs of operation: 1<sup>st</sup> interim bill, issued May 1, due May 31<sup>st</sup>; 2<sup>nd</sup> interim bill issued July 2, due July 31; 3<sup>rd</sup> interim bill issued Oct 1, due October 31; and a final bill issued January 1, due January 31. Each interim bill shall be calculated based on expected cash flow requirements as determined by the Authority. The final bill shall be calculated at 100% of the current year's cost of operation, less payments made relative to the interim billing.

22 Any party which is more than thirty (30) days in arrears shall pay interest on the arrears at a rate to be determined from time to time by the Authority.

### **BUDGET ESTIMATES**

23 The Authority shall in no case expend funds in excess of the amounts approved in annual budget estimates or supplementary budget estimates.

24(1) Supplementary budget estimates for capital and operating expenses must be approved, for recommendation to the parties, by a majority of the members of the Authority which must include the members representing MoK.

24(2) No later than 45 days following receipt of the recommendation from the Authority, supplementary budget estimates must be considered by the parties and, if deemed appropriate approved in accordance with Clause 5.

### **SUPPLEMENTARY PROGRAMS**

25 Each participating unit is free to supplement, from its own resources, the funds of the Authority or to supplement the services, programs and facilities provided by the Authority.



### **TIPPING FEES**

26 All tipping fees and other sources of non-tax revenues shall be set by the Authority and become part of the Authority's budget.

### **MUNICIPAL GRANTS**

27 The municipal units may apply for grants on behalf of the Authority for which the units are eligible but for which the Authority is not eligible. Any grants so acquired shall be credited to the Authority and shall be additional to the unit's share of the cost of the Authority providing that the Authority shall reimburse the unit according to the unit's share of the grant revenue.

### **FISCAL YEAR ANNUAL REPORT**

28 The fiscal year of the Authority is the municipal fiscal year.

29(1) No later than ninety (90) days after the end of the fiscal year, the Authority shall file an annual report with each of the parties setting out its activities in the preceding fiscal year and including a full audited financial statement.

29(2) The accounts of the Authority shall be kept and reported on as required by the Municipal Accounting and Reporting Manual prescribed by the Minister of Housing and Municipal Affairs as from time to time amended.

### **COMPLEMENTARY BY-LAWS**

30 The parties hereto agree to pass complementary by-laws respecting the management of solid waste-resources within the limits of their respective legislated authority.

### **NEW PARTIES**

31 New parties may only be added to this agreement upon agreement of the parties in accordance with Clause 5.

### **WITHDRAWAL BY PARTY**

32(1) The Council of any party wishing to withdraw from this agreement must give notice of withdrawal to the Councils of the other parties not less than one year prior to the intended withdrawal date, which shall be the end of the fiscal year of the year specified in the notice of withdrawal.

32(2) Any party withdrawing from this agreement remains responsible for its share of any liabilities of the Authority incurred to the date of the withdrawal and any severance, penalty, or other costs necessarily incurred by the Authority as a result of the withdrawal.

32(3) Any party to this agreement which exercises its right to withdraw from the agreement ceases to have any interest in any assets created or acquired by the Authority.

### **EFFECTIVE DATE**

33 This agreement has effect upon signing by the parties.

### **DISSOLUTION**

34(1) The Authority may only be dissolved upon agreement of a majority of the parties in accordance with Clause 5.

34(2) Upon dissolution, the assets and liabilities of the Authority are vested in the parties in proportion to the accumulated contributions to the Authority by the parties at time of dissolution.

### **APPLICABLE LAWS**

35 This agreement is governed by the law of Nova Scotia.

### **ARBITRATION**

36 If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved by mediation, the parties shall submit the area of disagreement to an arbitrator as provided by the *Arbitration Act*.

### **ENTIRE AGREEMENT**

37 The parties agree that this is the entire agreement among the parties with respect to the provision of solid waste-resource management for the Parties, and that this agreement may only be altered by agreement in writing by the parties in accordance with Clause 5.

### **BODY CORPORATE**

38 The Authority shall be a body corporate and shall register with the Registrar of Joint Stock Companies pursuant to s. 60(4)(1) of the *Municipal Government Act*.

*Balance of this page intentionally left blank*

IN WITNESS WHEREOF the parties hereto have executed this agreement by their respective officials, duly authorized in that behalf, on the day and year first above written

[Signature] )  
Witness )  
[Signature] )  
Witness )

) TOWN OF ANNAPOLIS ROYAL  
)  
)  
) Per: [Signature]  
)  
) Per: [Signature]  
)  
)

SIGNED and SEALED )  
in the presence of: )  
[Signature] )  
Witness )  
[Signature] )  
Witness )

) TOWN OF BERWICK  
)  
)  
) Per: [Signature]  
)  
) Per: [Signature]  
)  
)

[Signature] )  
Witness )  
[Signature] )  
Witness )

) TOWN OF KENTVILLE . .  
)  
)  
) Per: [Signature]  
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) Per: [Signature]  
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S. Sprauy )  
Witness

S. Sprauy )  
Witness

) TOWN OF MIDDLETON  
)  
)

Per: [Signature]

Per: [Signature]

[Signature] )  
Witness  
[Signature] )  
Witness

) MUNICIPALITY OF THE COUNTY OF  
KINGS  
)

Per: [Signature]

Per: [Signature]

J. Pearson )  
Witness

[Signature] )  
Witness

) TOWN OF WOLFVILLE  
)  
)

Per: [Signature]

Per: [Signature]

## SCHEDULE A

### VALLEY SOLID WASTE-RESOURCE MANAGEMENT REGION

#### TERMS OF REFERENCE

The Valley Solid Waste-Resource Management Region has been established pursuant to clause 39(1)(e) of the *Solid Waste-Resource Management Regulations of Nova Scotia*.

The Valley Solid Waste-Resource Management Authority was originally formed by agreement among eight municipal units to manage municipal solid waste-resources in the Region in accordance with the provisions of the above-noted *Regulations*, other legislation which may apply now or in the future, these terms of reference, and the agreement to which this Schedule is attached.

The Authority has been created to achieve the following general goals:

1. To develop an integrated solid waste-resource management system for the participating municipal units in the Valley Region which is environmentally sound, socially acceptable and financially feasible;
2. To strive for an optimum balance between maximizing long term benefits with regards to waste-resource diversion from disposal and minimizing the capital and operating costs of implementing the solid waste-resource management system;
3. To develop programs aimed at waste reduction, reuse, recycling, composting, household hazardous waste, construction and demolition debris, and residual waste management which will achieve the Provincial target of 50% diversion by the year 2000 and which will comply with the disposal bans imposed by the *Solid Waste-Resource Management Regulations*;
4. To exceed the Provincially mandated diversion targets where it is deemed environmentally, socially and/or financially beneficial to do so;
5. To increase public awareness and participation in the solid waste-resource management system;
6. To consult with the public in order to ensure that decisions made by the Authority are sensitive to the needs and desires of the population of the Parties as whole; and
7. To operate the solid waste-resource management system in a financially responsible and equitable manner on behalf of the Parties.

**Schedule B**  
**Valley Solid Waste-Resource Management Authority**  
**Budget Cost Shares**  
**Based on Population and Uniform Assessment**

Uniform Assessment figures updated May 2018

Population figures from 2016 census

<b>Municipal Unit</b>	<b>Population</b>	<b>Percent Allocation</b>	<b>2017-2018 Uniform Assessment</b>	<b>Percent Allocation</b>	<b>50/50 Split</b>
Municipality of Kings	47,404	75.61%	\$ 3,650,455,809	73.85%	74.71%
Town of Kentville	6,271	10.00%	\$ 489,132,335	9.89%	9.95%
Town of Wolfville	4,195	6.69%	\$ 485,970,268	9.83%	8.26%
Town of Berwick	2,509	4.00%	\$ 150,831,525	3.05%	3.53%
Town of Middleton	1,832	2.92%	\$ 107,492,498	2.17%	2.55%
Town of Annapolis Royal	491	0.78%	\$ 59,894,227	1.21%	1.00%
<b>Total</b>	<b>62,702</b>	<b>100.00%</b>	<b>\$ 4,943,776,662</b>	<b>100.00%</b>	<b>100.00%</b>

Schedule D

KINGS TRANSIT AUTHORITY

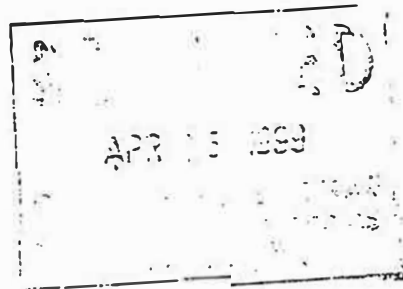
Intermunicipal Services Agreement

April 1, 1999

*Intermunicipal Services  
Agreement*

**KINGS TRANSIT  
AUTHORITY**

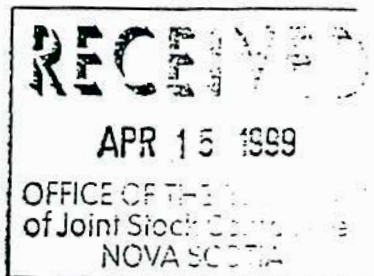
*April 1st, 1999*





THIS AGREEMENT is made this 15<sup>th</sup> day of April, 1999.

AMONG:



THE TOWN OF BERWICK, a municipal body corporate;

THE TOWN OF KENTVILLE, a municipal body corporate;

THE TOWN OF WOLFVILLE, a municipal body corporate;

THE MUNICIPALITY OF THE COUNTY OF KINGS, a municipal body corporate;

I HEREBY CERTIFY that this is a true copy  
of a document filed in the office of the  
Registrar of Joint Stock Companies on the  
15 day of April, 1999

C. Stone  
Registrar of Joint Stock Companies  
Dated 4 day of May, 1999.

THE PARTIES HERETO AGREE AS FOLLOWS:

**KINGS TRANSIT AUTHORITY**

1. The purpose of this agreement is to provide public transportation services for the County of Kings pursuant to section 55 of the *Municipal Government Act*.
2. This agreement is an agreement for the joint provision of services and facilities by the participating municipalities pursuant to section 60 of the *Municipal Government Act*.
3. The parties agree that public transportation services for the County of Kings shall be provided by the Kings Transit Authority, a committee representing each of the participating municipalities and being a separate body corporate.

**PARTICIPATING MUNICIPALITIES**

4. The participating municipalities in the Kings Transit Authority shall be as follows:

Town of Berwick;  
Town of Kentville;  
Town of Wolfville;  
Municipality of the County of Kings,

and are hereinafter collectively referred to as "the parties".

**AREA**

5. The area for which the services may be provided by Kings Transit Authority is the County of Kings.

**MEMBERS**

6. (a) There shall be no special qualifications for members of Kings Transit Authority.  
  
(b) The membership in the Kings Transit Authority shall total six (6) members as follows:

One (1) from the Town of Berwick;  
One (1) from the Town of Kentville;  
One (1) from the Town of Wolfville;  
Three (3) from the Municipality of the County of Kings.

(c) Members shall be appointed annually by the Council of each participating municipality by the first day of December each year for a term of office of one year from December 1 to November 30.

(d) Each party may also appoint an alternate member of the Kings Transit Authority who may vote in the place of the member during any absence.

(e) In the event that a vacancy occurs, the Council appointing the member shall appoint a replacement within six weeks after the vacancy occurs.

(f) Kings Transit Authority shall pay to its members such remuneration as may be fixed by Kings Transit Authority from time to time, and Kings Transit Authority shall reimburse its members for travel and other necessary expenses incurred in connection with the work of Kings Transit Authority, as agreed to from time to time by Kings Transit Authority, unless such payments are disallowed by Provincial legislation.

#### CHAIR

(g) The members shall elect a Chair from among their members who shall hold office until his/her term of office expires or until such time as a successor is elected.

(h) Kings Transit Authority may pay the Chair an allowance in addition to any remuneration that the Chair receives from the party that appointed the Chair to Kings Transit Authority, provided such payments are not disallowed by Provincial Statute.

#### VOTING

(i) All members, including the Chair, shall vote on every question before Kings Transit Authority except in the case of conflict of interest.

(j) A majority of the members of Kings Transit Authority constitutes a quorum.



## DECISIONS

7. Any decision requiring the agreement of the parties hereto shall be decided by a majority of the participating municipalities. Decisions requiring consent of the parties according to this formula include: borrowing (clause 11(d)); the disposal of capital assets valued at more than one hundred thousand dollars (\$100,000) (clause 12); approval of the annual operating plan and budget (clause 15); approval of supplementary budget estimates (clause 17); addition of new parties to this agreement (clause 24); dissolution of Kings Transit Authority (clause 26); and alteration of this agreement (clause 30). The consent of a party is given by a resolution of the Council of that party.
8. Any decision requiring the agreement of the members of Kings Transit Authority shall be decided by a majority of those members present unless otherwise stated.

## OBJECTS

9. The object of the Kings Transit Authority is to provide a regional public transportation system for its area by:
  - (a) the purchase of vehicles and operation of the service, directly or indirectly; or;
  - (b) providing financial assistance to a person who will undertake to provide the services; or;
  - (c) a combination of the methods referred to in clauses (a) and (b).

## ACQUISITION OF CAPITAL ASSETS

10.
  - (a) Any capital asset created or acquired by Kings Transit Authority shall be owned by Kings Transit Authority. Attached as Schedule A are the assets of Kings Transit Authority as of April 1, 1999.
  - (b) The parties shall provide the necessary financing from their own resources needed to acquire or create capital assets on behalf of Kings Transit Authority in the same proportions as the cost-sharing formula detailed in clause 14(a).
  - (c) Kings Transit Authority shall have the power to establish a capital reserve for replacement or refurbishing of vehicles.

## POWERS

### 11. Kings Transit Authority may:

- (a) receive from any government or governmental body or agency grants of money or land and use, apply or convey them in accordance with the terms upon which they were made or for any purposes of Kings Transit Authority that are not inconsistent with the grant;
- (b) accept gifts, assignments, devises and bequests of real and personal property and apply them to the general purposes of Kings Transit Authority or to a specific purpose of Kings Transit Authority;
- (c) acquire real and personal property by deed, will, gift or lease or in any other manner and lease, sell or otherwise dispose of its property or any part thereof;
- (d) with the approval of a majority of the participating municipalities, borrow on the security of its real and personal property, or either of them or any part thereof, or any other security or without security such money as Kings Transit Authority considers necessary and mortgage, pledge or otherwise charge its property or any part of it for the purpose of securing any money borrowed;
- (e) improve, enlarge, repair, alter, equip, service, insure and maintain any building or buildings and any other property owned or leased by it;
- (f) acquire or purchase materials, machinery, motor vehicles and plant deemed requisite or advisable for public transportation services;
- (g) erect, acquire, purchase, alter, add to, improve, furnish or equip buildings or other facilities, for public transportation services;
- (h) enter into contract or agreements to provide or to subsidize public transportation services. Kings Transit Authority may contract with any person, including a municipal unit and a municipal unit that is party to this agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to it by this agreement;
- (i) invest and deal with funds of Kings Transit Authority not immediately required for its purposes in the manner prescribed by the Province of Nova Scotia;
- (j) establish and collect user-pay fares from the public;

- (k) establish transit routes and schedules;
  - (l) establish its own rules of procedure and make by-laws with respect to:
    - (i) meetings of Kings Transit Authority and its committees, the method of calling those meetings, their frequency and the conduct of business and rules of order and proceedings at meetings;
    - (ii) the annual election or appointment of officers of Kings Transit Authority and the functions, duties and powers of the officers, including the functions, duties and powers of the Chair;
    - (iii) the filling of vacancies in the offices of Kings Transit Authority;
    - (iv) the qualifications of officers;
    - (v) vacating or termination of office in Kings Transit Authority;
    - (vi) the appointment or election of standing or special committees and their functions, duties and powers;
    - (vii) the adoption of a common seal and the execution by Kings Transit Authority of any deed, agreement, contract, negotiable instrument, security or other document;
    - (viii) the management of the property of Kings Transit Authority;
    - (ix) the conduct and duties of the officers and employees of Kings Transit Authority;
    - (x) any matter relating to the conduct of the business and affairs of Kings Transit Authority.
  - (m) do such other acts and things as are incidental to the attainment of its object or the exercise of its powers.
12. No capital asset valued at greater than one hundred thousand dollars (\$100,000) shall be disposed of by Kings Transit Authority unless approved by the parties in accordance with clause 7.



GENERAL MANAGER and PERSONNEL

13. (a) Kings Transit Authority may appoint a person to be general manager.
- (b) Kings Transit Authority may appoint or engage such officials and employees and professional, scientific or technical experts as it considers advisable for the attainment of its objects or the exercise of its powers and may pay them such remuneration as Kings Transit Authority from time to time determines.

OPERATIONAL COSTS

14. (a) Upon implementation of this Agreement, the net operational costs of Kings Transit Authority (i.e. gross operating costs minus operating revenues) shall be paid by the parties according to shares based on the ratio of population served. The following are the proportions in which each of the participating municipalities shall contribute to provide the funds required to meet the approved operating costs of Kings Transit Authority:

MUNICIPALITY	POPULATION *	PERCENTAGE
Town of Berwick	1174	5%
Town of Kentville	4561	20%
Town of Wolfville	3425	15%
Municipality of Kings	13,958	60%

\* As determined with Department of Housing and Municipal Affairs in 1996

(b) Alternate means of raising revenue, such as advertising revenues, fees, and/or other means shall be employed, as deemed appropriate or advisable by Kings Transit Authority, to augment or replace the cost-sharing formula described in clause 14 (a), provided that such charges or alternate means are consistent with the approved annual operating plan and budget.

(c) Operating costs may include the following:

i) wages and salaries for personnel employed directly by Kings Transit Authority for the purposes of Kings Transit Authority;

- ii) the payment of fees to contractors;
- iii) principal and interest charges on debts incurred by Kings Transit Authority or the parties on behalf of Kings Transit Authority;
- iv) maintenance and repair expenses for any vehicles or/and property operated by Kings Transit Authority for the purposes of Kings Transit Authority;
- v) traveling expenses properly incurred by employees or members of Kings Transit Authority for the purposes of Kings Transit Authority;
- vi) rentals of equipment whether from a party to the agreement or otherwise, including any applicable insurance cost, transportation cost, cost of loading and unloading, registration fees, cost of installation, dismantling and removal, repair and replacement (exclusive of repairs necessitated by defects when acquired);
- vii) expendable materials, supplies, light, power, heat, water, and tools except those customarily provided by tradespeople;
- viii) advertising, promotional and educational costs;
- ix) assessments under the Workers Compensation Act, employment insurance, Canada Pension Plan contributions, vacation pay, or paid vacations and other statutory requirements, sales and other taxes;
- x) other permissive employee benefits, as approved by Kings Transit Authority;
- xi) administration costs of Kings Transit Authority including allowance to the Chair, payment of staff, remuneration to members and reimbursement of expenses to the members, legal and audit fees and like costs;
- xii) payments into a capital reserve fund or funds provided that interest earned by the funds becomes part of the funds;
- xiii) premiums for liability, errors and omissions, equipment and other insurance policies; and
- xiv) other expenses deemed necessary provided they are consistent with this agreement.

### OPERATING BUDGET

15. (a) No later than 90 days before the beginning of the fiscal year, Kings Transit Authority shall submit the proposed annual operating plan and budget to each of the parties for approval after having consulted with the parties in the development of the plan;
- (b) No later than 30 days before the beginning of the fiscal year, the parties shall consider and if deemed appropriate ratify, in accordance with clause 7, the annual operating plan and budget approved by Kings Transit Authority.
- (c) To be implemented, the operating plan and budget requires the approval of the parties under clause 7.
16. (a) The council of each of the participating municipalities shall pay to Kings Transit Authority quarterly in advance one quarter of the municipality's share of the approved net operating costs of Kings Transit Authority.
- (b) Any party which is more than thirty (30) days in arrears shall pay interest on the arrears at a rate to be determined from time to time by Kings Transit Authority.
17. (a) Supplementary budget estimates for capital and operating expenses must be approved, for recommendation to the parties, by a majority of the members of Kings Transit Authority.
- (b) No later than 45 days following receipt of the recommendation from Kings Transit Authority, supplementary budget estimates must be considered by the parties and, if deemed appropriate, approved in accordance with clause 7.
18. Kings Transit Authority shall not expend funds in excess of the amounts approved in annual budget estimates or supplementary budget estimates, except in the case of an emergency and with the approval of all the members.
19. All fares and other revenues shall be set by Kings Transit Authority and become part of its budget.

### AUDITOR

20. (a) Kings Transit Authority shall, at each annual meeting, appoint an auditor who shall be a registered municipal auditor under section 457 of the *Municipal Government Act*.



- (b) Kings Transit Authority shall submit to the council of each of the participating municipalities audited financial statements for the preceding fiscal year, such statements to be submitted not later than the 30th day of June in each fiscal year.
- (c) Kings Transit Authority shall, not later than the 30th day of June, also make an annual report to the councils of the participating, municipalities setting out its activities for the preceding fiscal year.
- (d) The accounts of Kings Transit Authority shall be kept and reported on as required by the Municipal Accounting and Reporting Manual prescribed by the Minister of Housing and Municipal Affairs as from time to time amended.
21. The municipal units may apply for grants on behalf of Kings Transit Authority for which the units are eligible but for which Kings Transit Authority is not eligible. Any grants so acquired shall be credited to Kings Transit Authority and shall be additional to the unit's share of the cost of Kings Transit Authority providing that Kings Transit Authority shall reimburse the unit according to the unit's share of the grant revenue.
22. The fiscal year of Kings Transit Authority is the municipal fiscal year (April 1 - March 31).

#### BY-LAWS

23. The parties hereto agree to pass complementary by-laws prescribing conditions of use and protection of the property of Kings Transit Authority, and for maintaining order thereon, as recommended by Kings Transit Authority from time to time within the limits of the parties' respective legislated authority.
24. New parties may only be added to this agreement upon agreement of the parties in accordance with clause 7.

#### WITHDRAWAL OF PARTY

25. (a) The council of any party wishing to withdraw from this agreement must give notice of withdrawal to the councils of the other parties, with a copy to the Authority, not less than one year prior to the intended withdrawal date, which shall be the end of the fiscal year of the year specified in the notice of withdrawal.
- (b) Any party withdrawing from this agreement remains responsible for its share of any liabilities of Kings Transit Authority incurred to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by Kings Transit Authority as a result of the withdrawal.





Witness

[Signature]

Witness

[Signature]

Witness

TOWN OF KENTVILLE

PER: [Signature]

PER: [Signature]

[Signature]

Witness

[Signature]

Witness

TOWN OF WOLFVILLE

PER: [Signature]

PER: [Signature]

[Signature]

Witness

[Signature]

Witness

MUNICIPALITY OF THE  
COUNTY OF KINGS

PER: [Signature]

PER: [Signature]

~~731~~  
#734

This Amending Agreement is dated the 29 day of February, 2008.

AMONG:

- TOWN OF BERWICK**, a municipal body corporate;
- TOWN OF KENTVILLE**, a municipal body corporate;
- TOWN OF WOLFVILLE**, a municipal body corporate;
- MUNICIPALITY OF THE COUNTY OF KINGS**, a municipal body corporate;

WHEREAS the parties hereto have entered into an intermunicipal services agreement dated the 1<sup>st</sup> day of April, 1999 to provide public transportation services for the County of Kings pursuant to sections 55 and 60 of the *Municipal Government Act* (hereinafter called the "Primary Agreement");

AND WHEREAS the public transportation provided under the Primary Agreement is delegated to Kings Transit Authority, a committee representing each of the participating municipalities and being a separate corporate body;

AND WHEREAS the parties to the Primary Agreement wish to expand the area for which the services may be provided by Kings Transit Authority;

AND WHEREAS the parties wish to amend the Primary Agreement only as follows:

NOW this Amending Agreement witnesses, in consideration of the remaining terms and conditions of the Primary Agreement and other good and valuable consideration, and pursuant to section 60 of the *Municipal Government Act* that:

1. Clause 5 of the Primary Agreement is amended to delete the words "the County of Kings" appearing therein and to replace the same with the following words "any area agreed to by the parties".

IN WITNESS WHEREOF the Parties hereto have executed this Amending Agreement by their respective officials, duly authorized on that behalf, on the day and year first above written.

Signed and Sealed  
In the presence of



Ch Howard  
Witness  
Ch Howard  
Witness

**TOWN OF BERWICK**

John Prall  
John Prall, Mayor  
Robert Ashley  
Robert Ashley, Clerk

Carol S. Aaron  
Witness  
Carol S. Aaron  
Witness

**TOWN OF KENTVILLE**

David Corkum  
David Corkum, Mayor  
William Boyd  
William Boyd, Clerk

All Barker  
Witness  
All Barker  
Witness

**TOWN OF WOLFVILLE**

Robert Stead  
Robert Stead, Mayor  
J. Roy Brideau  
J. Roy Brideau, Clerk

Bruce Smith  
Witness  
Bruce Smith  
Witness

**MUNICIPALITY OF THE COUNTY OF KINGS**

Fred Whalen  
Fred Whalen, Warden  
Ann Longley  
Ann Longley, Clerk

# Request for Decision

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**TO** IMSA Working Group

**PREPARED BY** Brittany Mastroianni, Manager of Community Development

**MEETING DATE** November 26, 2021

**SUBJECT** Draft Diversity IMSA

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## **ORIGIN**

- *Towards Equity & Diversity: A Strategy for Belonging in the Municipality of the County of Kings - Draft*
- September 23, 2021 Meeting of CAOs

## **RECOMMENDATION**

That the IMSA Working Group recommend the Councils of the Municipal Units located in Kings County instruct their respective CAOs to develop an Intermunicipal Services Agreement related to Diversity as outlined in the related October 4, 2021 Request for Decision.

## **INTENT**

For the IMSA Working Group to give consideration and recommendation for the establishment of a multi-year IMSA regarding diversity utilizing the "host unit" model of delivery.

## **DISCUSSION**

A Kings Region Diversity IMSA will enhance diversity, equity, inclusion, belonging and justice mandates within Kings County by providing increased and required resources that are responsive to very real community needs: that is, ensuring a sense of belonging no matter where a person lives, works or plays throughout the Region. Further, a regional service delivery model would enhance accountability to the community and increase capacity necessary to respond to community-identified needs in an efficient, cohesive manner. This is particularly relevant when contrasted with the potential implementation of diversity plans by individual municipal units. Interesting to note is that equity, diversity, and inclusion management is a perpetual process of progress and adaptation to changing conditions both inside organizations and within communities.

Following a presentation to the Kings Region CAOs on September 23, 2021, the decision was made to move forward with a recommendation to the IMSA Working Group.

Please see Appendix A for more information.

## **FINANCIAL IMPLICATIONS**

- Please see Appendix A for financial implications.

## **ALTERNATIVES**

- The IMSA Working Group may opt not to recommend a Diversity IMSA to respective Councils.

## **IMPLEMENTATION**

- Preparation of draft IMSA
- Review by IMSA Working Group Solicitor
- Presentation to and consideration by the Councils of the Participating Units
- Execution of IMSA and commencement of Work Plan (April 1, 2022)

## **ENGAGEMENT**

- Extensive community engagement has taken place during the drafting of the Strategy for Belonging.

## **APPENDICES**

- Appendix A: *Towards Equity & Diversity: A Strategy for Belonging in the Kings Region*

**Toward Equity and Diversity:**  
*A Strategy for Belonging in the Kings Region*



## **Introduction**

In consideration of present social and economic realities of the Kings Region, it is of critical importance to invest in diversity, equity, inclusion, and ultimately, justice particularly in the context of municipal operations and governance. Regrettably, biases (cognitive and otherwise), inequitable hiring policies and practices, discrimination, racism, lack of commitment, inadequate resources, absence of inclusive language and understanding of diverse population have resulted in municipalities, towns, and villages that do not adequately serve the diverse communities existing within their (often ignored by residents and visitors alike) boundaries.

The Municipality of the County of Kings recognises diversity and inclusion must be championed if it is to remain a viable, respected and human-centred organization. The Municipality further acknowledges workplaces and communities that are diverse, inclusive and supportive of belonging require dedication, staff, political support, collaboration, resources, strategic communication, and planning. Work such as this also requires knowledge of the subject and capacity - much of which are limited or non-existent in local government at this time. The need for an Inter-municipal Service Agreement for diversity within the Kings Region is real and persistent.

Local government has the opportunity to collaborate and assume a leadership role in intentionally creating a region where everyone belongs and the opportunity to engage is a reality for all.

## **Steps taken in support of diversity in the Kings Region**

To date, the Municipality of the County of Kings has taken several deliberate steps to be diverse

diversity, equity and inclusion by welcoming contributions from the Towns of Berwick, Kentville and Wolfville.

In 2015, the Municipality adopted a Diversity Management Plan as a roadmap to employment equity to create a workforce that is reflective of the multicultural characteristics of Kings County.

Then, in 2020, the Municipality invested in the construction of a revised Diversity Action Plan, to make residents feel a sense of belonging as well as maximise on diverse talent, increase productivity, be welcoming of newcomers, optimise its workforce and be engaging.

### **Investments in Diversity**

In addition to the Diversity Kings County Committee which provides regional representation for all municipal units, Kings' diversity investments to date includes intentionally diverse and inclusive hiring, citizen appointments to Municipal committees, and summer employment opportunities. Further, Kings has begun accounting for lived experiences of consultants, an internal policy review, more inclusive and culturally responsive recreation activities and community engagement, all of which presented Kings with invaluable community-centered feedback that will inform how to move forward in terms of updated policies, programs, committees restructuring, education for staff and elected officials, citizen engagement processes, and more.

### **Lenses for the Kings Region**

Informed by extensive consultation with community organizations, rights holders, and individuals a Strategy for Belonging has been drafted. Through this process, specific lenses or approaches for the work the Municipality intends to do became clear. They are:

## Pillars for the Kings Region

In addition to afore mentioned lenses, strategic pillars were identified during the consultation and research phases of the Strategy for Belonging. The pillars provide strategic framework as well as an added layer of accountability and transparency to and for community who so generously gave of themselves in the creation of the Strategy. In addition to providing framework for the Municipality's actions, the pillars also serve as high-level responses to identified areas of action community has said they need to see movement on.

The pillars are:

- Demonstrating Leadership & Enhancing Representation;
- Economic Empowerment;
- Truth, Awareness, and Advocacy; Cultural Celebration & Reflection of Diversity;
- Creating Safe Spaces, Land, and Built Environment; and
- Access and Equitable Service Delivery.

## Importance of a Kings Region Diversity IMSA

What is *belonging* and why does it matter? Simply, belonging is our shared human need to be an accepted member of a group. Naturally, the groups we want to belong to are as varied as the people who find themselves in them. Whether it is family, friends, co-workers, a religion, or something else, people have an 'inherent' desire to belong and be an important part of something greater than themselves. Why does it matter? In addition to being a key component of a person's overall sense of well-being, our sense of belonging affects our willingness to contribute to the groups in which we find ourselves. Therefore, belonging is a component of human health municipalities ought to be deeply concerned for as employers, as stewards of communities and as an order of government. Principles, policies and best practices in support of diversity, equity,

would enhance accountability to community and increase capacity needed to respond to community identified needs in an efficient, cohesive and informed way particularly when contrasted with the implementation of diversity plans by individual municipal units. Interesting to note is that equity, diversity, and inclusion management is a perpetual process of progress and adaptation to changing conditions both inside organizations, within communities and on the digital front. Municipalities must adopt to reflect a comprehensive understanding and appreciation for the social and economic benefits of diversity and inclusion across all stakeholder groups. Failure to understand and appreciate the impact of the growing diverse population that result from interprovincial and international movement of people will undoubtedly lead to decline in talent retention, businesses, tourism, local recreational activities, service delivery and general interactions with citizens and municipalities.

A truly diverse and inclusive workplace and Municipality recognize its role in the surrounding communities and the reciprocity embedded in strong relationship with the communities, as well as the economic and noneconomic consequences of not being inclusive and welcoming of diversity.

### **Structure**

Given the lack of Tangible Capital Assets or long-term debt requirements and based on the success of REMO, staff recommend a 'Host Unit' model for this agreement. Further, given the incremental nature of equity & inclusion initiatives, an agreement lasting a minimum of three years is advisable.

### **Specific Outcomes of the IMSA**

Through the participation in a multiyear (3-5 years) IMSA, the parties can expect to achieve:

- HP Policies, including policies and procedures around equitable hiring processes, that

- Equitable Social Procurement Policies.
- Provide and promote publically available allyship resources and training – including Treaty Education.
- Strategy for renaming municipal assets including: street signs, water bodies and other places to authentically and accurately reflect the heritage of the Region.
- Develop Friendship Accords with First Nation Communities and Municipal Units.
- Communication Strategy regarding equity, diversity, inclusion, justice and belonging work and programming including knowledge-sharing, newsletters etc.
- Creation of Elder in Residence Program.
- Establish a Public Art Program.
  - Commemorative installation as a memorial to Missing and Murdered Indigenous Women & Girls
- Create a library of representative digital assets.
- Interpretation and commemoration framework.
- Plan for public wayfinding and signage – including multilingual story telling.
- Interpretation of monuments, statues, and sites that have public and consistent coverage and recognition of people, cultures and contributions to the region.
- Work with tourism partners to recognize distinct communities and heritage including the creation of maps reflective of current and historical communities.
- Funding program for the creation of publically accessible gender-neutral washroom facilities.
- Review access to facility and programming to remove systemic barriers to participation.
- Review potential acts of Reconciliation including land transfers.
- Establishment of Reconciliation Garden that includes medicinal plants
- Review relationship with policing and enforcement services to be culturally responsive and understanding of persons of diverse backgrounds.
- Consider culturally relevant recreation opportunities co-developed with communities, in particular opportunities for off-reserve Indigenous youth.
- Inclusion of equity, diversity and inclusion criteria in grant policies.
- Partner with Real Estate sector in the creation and providing of welcome packages that are inclusive and highlight municipal services.





## REPORT TO THE COUNCIL

**From:** Karen Peckford, Director of Finance

**Date:** December 8, 2021

**Subject:** Berwick Mural Society Donations

### Background

On June 22, 2021, Greg Hubbert made a presentation to Council about the Berwick Heritage Mural Project. It was requested that town staff manage the financials, namely accepting donations from residents, issuing tax receipts for these donations, and forwarding the donated funds to the Berwick Heritage Mural Project. During the presentation, it was mentioned that this type of system had been used for a previous community project. I confirmed that the Town could write donation receipts, however I did not confirm whether we could write them when the funds were being flowed through to another organization.

### Issue

On December 3, 2021, a discussion about these types of donations was initiated on the AMANS listserv. The finance officer for the Town of Shelburne confirmed that she spoke with CRA a few years back and was told the following:

*“(we) were advised if the Town of Shelburne owns the property or event then we can issue donation tax receipts, if not then we could not issue receipts.”*

The Town of Wolfville participated in the discussion and included a copy of their Charitable Donations Receipt Policy. The policy states that in accordance with CRA guidelines, the following donation tax receipts did not qualify:

*“Donations that are given to the Town intended as flow through to a specified recipient who does not have charitable status.”*

Now that the Town has this information, the Town cannot issue donation receipts for the donations for the mural project that were made by Town residents. The Town has received 58 donations totaling \$15,650. The average donation is \$100.

### Solution

If the Berwick Mural Society wants to issue tax receipts for the donations received, they will need to apply for charitable status with the CRA. This process can take approximately 4-6 months. If the Berwick Mural Society wants to do this, then I recommend the following:

- 1) The Town returns all donations to the list of donors.
- 2) The donors in turn issue their donations to the Berwick Mural Society so there is a complete record of payment for issuing a tax receipt.
- 3) The Berwick Mural Society in turn issues a cheque to the Town of Berwick for the donations that were returned to the donors, since the Town has already flowed the funds through to the Berwick Mural Society.
- 4) The Berwick Mural Society can issue tax receipts for the 2022 taxation year.

If the Berwick Mural Society does not want to register for charitable status with the CRA, then they should communicate with the donors that tax receipts cannot be issued for the donations received. No further action would be required unless certain donors made the donation for the tax receipt benefit. It is recommended that the donation be returned by the Berwick Mural Society if that is the case.

**Recommendation**

Town staff will prepare a Charitable Donations Receipt Policy for Council approval.

## REPORT TO THE COUNCIL

**From:** Karen Peckford, Director of Finance

**Date:** December 8, 2021

**Subject:** Safe Restart Capital Projects

### **Background**

During the F2023 capital budget discussions among Town staff, a couple of projects were brought forward from previous years, as well as two new projects for F2023, that were identified as qualifying for Safe Restart funding, specifically under the category “implement(ing) social distancing and infection prevention and control protocols required to operate facilities, public spaces and effectively deliver services to citizens.”

### **Capital Projects**

**1. Town Hall – Front Desk Security System**

This project was presented to Council, and deferred, during the F2021 and F2022 budget process. This project would include installing glass around the perimeter of the front counter to a height of 5 feet from the floor, and installing a standard height glass door with an automatic closer. This will contribute to additional safety measures for the front desk area that adhere to social distancing requirements. The cost of this project would be approximately \$12,000.

**2. Town Hall – Accessible Back Door for Gymnasium**

This project would include installing a fully accessible door on the exterior of the gymnasium, replacing the current door. This will allow community members using our gymnasium external access to the facility that does not require them to enter Town Hall. This will also allow community members to easily social distance by using the Town Hall doors as an entrance and the exterior as an exit or vice versa. The cost of this project would be approximately \$10,000.

**3. Town Hall – New Tables and Chairs**

This project would include the purchase of 10 tables and 30 chairs that would be used for Council meetings to be held in the gymnasium to adhere to social distancing requirements. The cost of this project would be \$3,370.

**4. Community Development – Downtown Wi-Fi Mesh Upgrade and Expansion**

This project was presented to Council, and deferred, during the F2021 and F2022 budget process. This project would include installing 5 additional wi-fi mesh radios from the downtown core up to the WKMHC. This will allow the Town to effectively deliver services to citizens, especially in the event of a lock down during which students need access to internet to complete their schooling. The cost of this project would be approximately \$17,000.

**Recommendation**

It is recommended that Council approve these capital projects, totaling approximately \$41,320. The projects will be funded through the Safe Restart Funds, bringing the balance of our SRA funds to approximately \$245,000.

## REPORT TO THE COUNCIL

**From:** Karen Peckford, Director of Finance  
**Date:** December 8, 2021  
**Subject:** VWRM Loan Guarantee Renewal

### **Summary**

VWRM submitted a TBR for 2020/21 that will expire on January 11, 2022. The original TBR was in the amount of \$945,000, but after project review, it has been decreased to \$670,920 due to some project deferrals. The Town of Berwick's new guarantee for this renewal is \$23,683. The original TBR was approved by Council on November 9, 2020.

### **Attachments**

- Guarantee Resolution for Council approval.
- TBR approved by the VWRM Board on November 17, 2021.
- Schedule A (municipal guarantee percentages) and Schedule B (project cost form) are included with the TBR.

### **Recommendation**

It is recommended that Council approve the Valley Waste Resource Management Authority TBR Guarantee in the amount of \$23,683.





**VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY TEMPORARY  
BORROWING RESOLUTION RENEWAL**

Amount: \$ 670,920

Capital Projects: Detailed in Schedule "B"  
TBR Renewal 2020-21 Capital Projects

**WHEREAS** the Valley Region Solid Waste-Resource Management Authority (hereinafter referred to as the Authority) was incorporated on October 1, 2001 pursuant to Section 60 of the Municipal Government Act;

**WHEREAS** the Town of Berwick, the Town of Kentville, the Town of Middleton, the Town of Wolfville, the Town of Annapolis Royal, and the Municipality of the County of Kings entered into an inter-municipal services agreement pursuant to Section 60 of the Municipal Government Act;

**WHEREAS** the Authority pursuant to the inter-municipal agreement states that the body corporate shall be vested with the power to borrow money for the purpose of capital projects, the estimated amounts and descriptions of which are contained in Schedule "B";

**WHEREAS** any borrowing and/or entering into debt obligations of the municipal body corporate must be approved by the municipal units and the Municipal Guarantee percentages and amounts for each of the six municipal parties are attached at Schedule "A";

**WHEREAS** pursuant to Section 88 of the Municipal Government Act no money shall be borrowed by a municipality, village, committee by an inter-municipal agreement or service commission pursuant to this Act or another Act of the Legislature until the proposed borrowing and municipal guarantees have been approved by the Minister of Municipal Affairs and Housing;

**WHEREAS** pursuant to a resolution passed by the Authority on the 16th day of September, 2020, for a sum not exceeding Nine Hundred Forty-Five Thousand Dollars (\$ 945,000) and approved by the Minister of Municipal Affairs and Housing dated the 11th day of January, 2021, the Authority did postpone the issue of debentures; and,


**WHEREAS** the Authority has deemed it expedient that the period of borrowing be further extended;

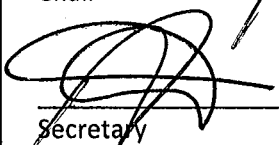
**BE IT THEREFORE RESOLVED**

**THAT** subject to the approval of the Minister of Municipal Affairs and Housing, the authorized period of borrowing in an amount not exceeding Six Hundred seventy thousand, nine hundred twenty Dollars (\$ 670,920) be extended for a further period not to exceed Twelve (12) months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution.

**THIS IS TO CERTIFY** that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Valley Region Solid Waste-Resource Management Authority held on the 17th day of November, 2021.

**GIVEN** under the hands of the Chair and the Secretary and under the seal of the Authority this 26<sup>th</sup> day of November, 2021.

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Secretary



**VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY**

**TEMPORARY BORROWING RESOLUTION**

Amount: \$ 670,920

Capital Projects: Detailed in Schedule "B"

**SCHEDULE "A"**

**MUNICIPAL GUARANTEES**

<b>MUNICIPAL PARTNER</b>	<b>GUARANTEE PERCENTAGE</b>	<b>GUARANTEE AMOUNT</b>
Municipality of the County of Kings	74.69%	\$501,110
Town of Kentville	9.99%	\$67,025
Town of Wolfville	8.24%	\$55,284
Town of Berwick	3.53%	\$23,683
Town of Middleton	2.51%	\$16,840
Town of Annapolis Royal	1.04%	\$6,978
Total Capital Requirements for Borrowing Resolution	100%	\$670,920

VALLEY REGION SOLD WASTE-RESOURCE MANAGEMENT AUTHORITY

TEMPORARY BORROWING RESOLUTION

Amount: \$ 670,920

Capital Projects: Detailed in Schedule "B"

SCHEDULE "B"  
CAPITAL PROJECTS

		Estimates \$
<b>Heading: Vehicles</b>		
<b>Item</b>	Heavy Duty 4X4 Pickup Truck	45,530.00
<b>Item</b>		
<b>Item</b>		
<b>Item</b>		
<b>Heading Sub Total:</b>		<b>45,530.00</b>
<b>Heading: Equipment</b>		
<b>Item</b>	Wheel Loader	285,100.00
<b>Item</b>	Forklift	38,910.00
<b>Item</b>		
<b>Item</b>		
<b>Heading Sub Total:</b>		<b>324,010.00</b>
<b>Heading: Site / Facilities</b>		
<b>Item</b>	Automated Scale House Window	13,000.00
<b>Item</b>		
<b>Item</b>		
<b>Item</b>		
<b>Heading Sub Total:</b>		<b>13,000.00</b>
<b>Heading: Various</b>		
<b>Item</b>	Land for Future Expansion	238,000.00
<b>Item</b>	Video Surveillance Cameras	50,380.00
<b>Item</b>		
<b>Item</b>		
<b>Heading Sub Total:</b>		<b>288,380.00</b>
<b>TOTAL REQUEST CONTAINED WITHIN THIS RESOLUTION</b>		<b>670,920.00</b>