



**TOWN OF KENTVILLE COUNCIL  
December 13, 2021  
AGENDA**

5:00 p.m.

- 1. CALL MEETING TO ORDER AND ROLL CALL**
- 2. APPROVAL OF THE AGENDA**
- 3. NEW BUSINESS**
  - (a) Parking Variance
  - (b) Intermunicipal Service Agreements
- 4. IN CAMERA**
- 5. ADJOURNMENT**



**TO:** Council

**SUBMITTED BY:** Beverly Gentleman, Director of Planning and Development

**DATE:** Monday December 13, 2021

**SUBJECT:** Variance Appeal 19 Prospect Ave, Kentville

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**ORIGIN**

Appeal of the Development Officers decision to approve a variance.

**LEGISLATIVE AUTHORITY**

*Municipal Government Act* Section 235(2):

- Where a municipal planning strategy and land use bylaw so provide, a development officer may grant a variance in one or more of the following terms in a development agreement, if provided for in a development agreement, or land use bylaw requirements:
  - (a) Number of parking spaces and loading spaces required

Section 4.2.14 of the Municipal Planning Strategy and Section 4.1.32 of the Land Use Bylaw provides such consideration.

*Municipal Government Act* Section 235(3):

- A variance may not be granted where the:
  - (a) variance violates the intent of the development agreement of land use bylaw;
  - (b) difficulty experienced is general to properties in the area; or
  - (c) difficulty experienced results from an intentional disregard for the requirements of the development agreement of land use bylaw.

## **BACKGROUND**

A variance request was submitted for 19 Prospect Ave to reduce the number of unobscured parking space required for the addition of an ancillary dwelling on the property. The lot contains a single-family dwelling and is zoned One-and Two-Unit Dwellings (R2) which permits a second dwelling as of right; or an ancillary dwelling unit per section 5.1.1 of the Land Use Bylaw. An ancillary dwelling unit is defined as:

***Dwelling, Ancillary** means a self-contained dwelling unit that is wholly contained within a detached single unit dwelling in which independent, and separate unrestricted access from the main dwelling unit can be gained and result in no external modifications to the front of the structure or the height, exempting the addition of dormers or a self-contained unit within an accessory building.*

The land use bylaw sets out minimum development standards such as setbacks, location of accessory buildings and the need for on-site parking for each dwelling unit. The parking spaces for each dwelling unit must be unobstructive and independent to ensure free independent access for residents within every unit.

The conversion of the structure to a 2-unit dwelling, or the inclusion of an ancillary dwelling unit requires an additional off-street parking space having unobstructed access to a street. The lot is encumbered with steep slopes of more than 25% on all sides except for the street frontage. There is no room on either side of the dwelling for an additional driveway without cutting into the slopes and removing several trees which could severely compromise the stability of the slopes.

For the reasons above and detailed in the Discussion section of this report, the Development Officer has granted the requested variance. Property owners within the 30 meter notification area were notified of the granting of the variance and their right to appeal the DO's decision to Town Council

## **DISCUSSION**

In hearing a variance appeal, Council may make any decision that the Development Officer could have made, meaning their decision is limited to the criteria of the Municipal Government Act. (Section 237(1) of the MGA).

The MGA sets out the following criteria by which the Development Officer may not grant a variance to requirements of the Land Use Bylaw:

*Section 235 (3) of the Municipal Government Act A variance may not be granted where the:*

(d) variance violates the intent of the development agreement of land use bylaw;

(e) difficulty experienced is general to properties in the area; or

(f) difficulty experienced results from an intentional disregard for the requirements of the development agreement of land use bylaw.

To be approved, any proposed variance must not conflict with any of the criteria. The Development Officers assessment of the proposal relative to each criterion is as follows:

**1. Does the variance violate the intent of the land use bylaw?**

Due to the topographical constraints (steep slopes) there is no place to provide a second unobstructive parking space without cutting into the slopes and removing several trees which could severely compromise the stability of the slopes. If there was a suitable area for a new parking space available the applicant would have been more than happy to comply.

It is the Development Officers opinion that this proposal does not violate the intent of the land use bylaw.

**2. Is the difficulty experienced general to properties in the area?**

Aside from the footprint of the existing dwelling and driveway there is essentially little land to expand or build upon due to the slopes. The subject property essentially has no side or rear yards to provide an additional parking space. The surrounding properties where slopes are an evident have adequate land to create additional parking spaces where needed.

It is the Development Officers opinion that the difficulty experienced is not general to the area.

**3. Is the difficulty experienced the result of an intentional disregard for the requirements of the land use bylaw?**

In reviewing a proposal for intentional disregard for the requirements of the land use bylaw, there must be evidence that the applicant had knowledge of the requirements of the bylaw relative to their proposal and then took deliberate action which was contrary to those requirements.

It is the Development Officers opinion that this is not the case. The applicant applied for a Development Permit in good faith and requested the variance only after they were informed that they needed an additional unobstructed parking space prior to commencing any work on the property. Intentional disregard of the bylaw was not a consideration in their variance request.



**APPELLANTS SUBMISSION:**

The appellants letter of appeal is attached

**CONCLUSION**

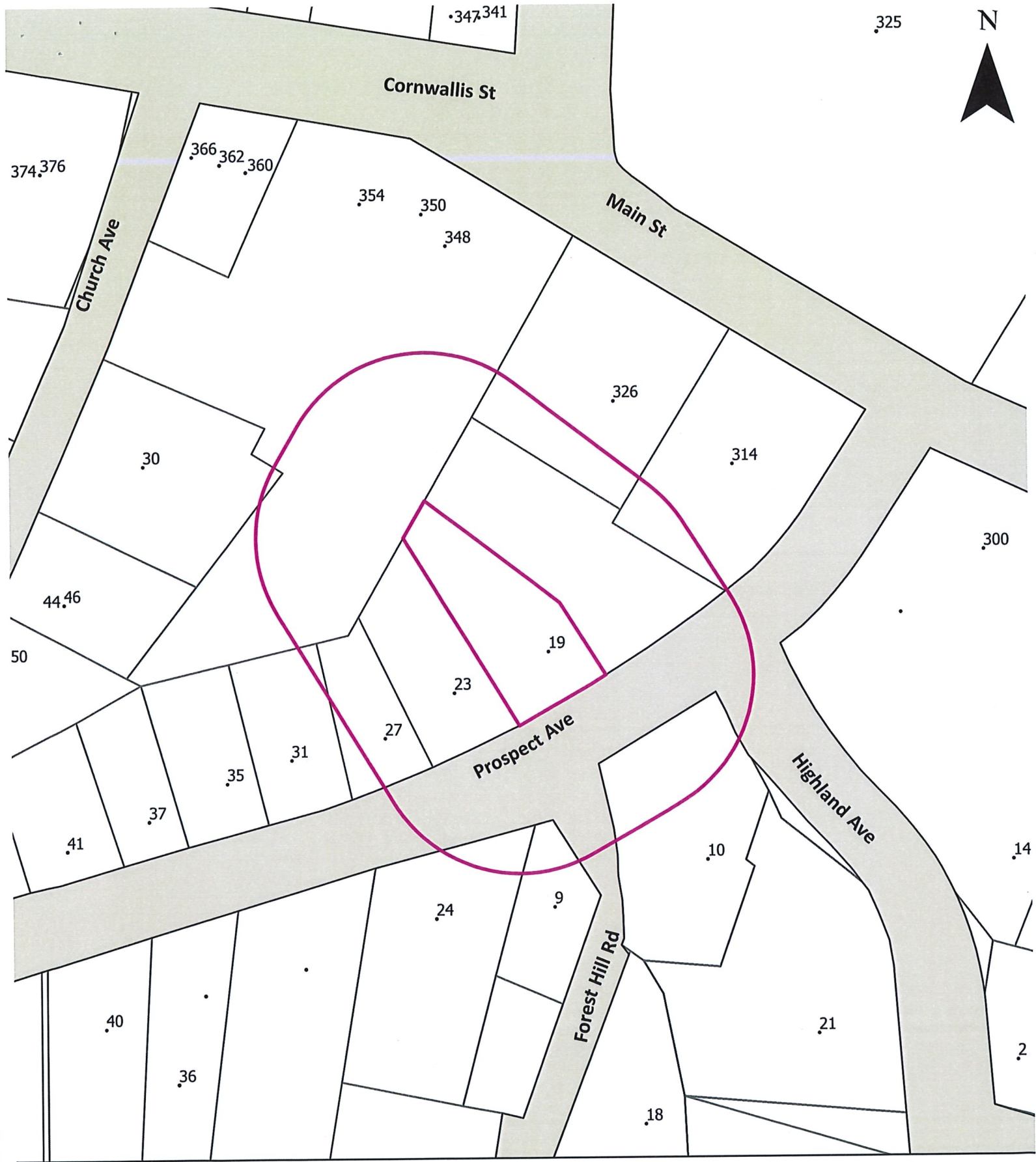
The Development Officer reviewed the relevant information in the variance request. Resulting from the review the variance request was approved as it does not conflict with the statutory criteria provided in the MGA. This matter is now before Council to hear the appeal and render a decision.

**RECOMMENDATIONS**

Council may overturn the decision of the Development Officer and allow the appeal. Or Council may uphold the Development Officer’s decision to approve the variance. **This is the recommended alternative**

**ATTACHMENTS**

- Map 1: Notification Area
- Map2: Contour map
  
- Attachment A: Photos
- Attachment B: Variance Letter Approval
- Attachment C: Letter of Appeal



# 19 Prospect Avenue

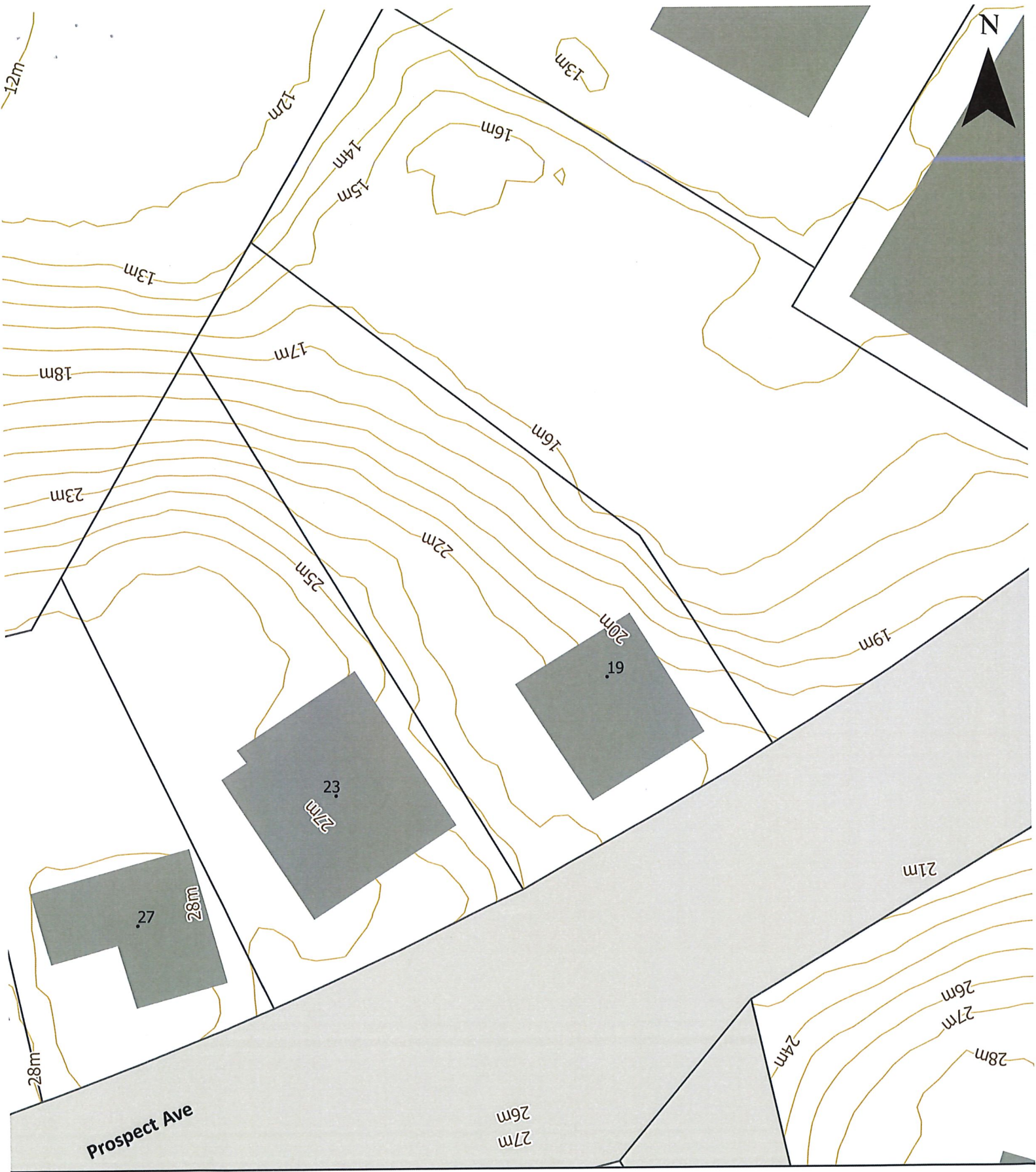
Scale: 1:1,000



- 30m Notification Area
- Civics
- Property Lines
- Street

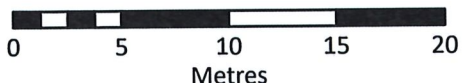


Property & Imagery Source:  
 Nova Scotia Property Records Database (NSPRD)  
 compliments of the Nova Scotia Geomatics Centre (NSGC)  
 Services Nova Scotia and Municipal Relations  
 60 Willow Street, Amherst, N.S.  
 Data Source: Floodway & Floodway Fringe, Created 2017  
 Applied Geomatics Research Group (AGRG - NSCC)



# 19 Prospect Avenue

Scale: 1:350



- Civics
- Property Lines
- Street
- Building Footprint
- Contour (1m)

Property & Imagery Source:  
 Nova Scotia Property Records Database (NSPRD)  
 Compliments of the Nova Scotia Geomatics Centre (NSGC)  
 Service Nova Scotia and Municipal Relations  
 60 Willow Street Amherst, N.S.  
 Data Source: Floodway & Floodway Fringe, Created 2017  
 Applied Geomatics Research Group (AGRG - NSCC)











Report Prepared by: Beverly Gentleman, Director of Planning and Development



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Town of Kentville  
Director of Planning and  
Development  
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902-679-1305 (C)  
bgentleman@kentville.ca

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11/8/2021

To Whom it concerns:

**RE: Variance Application**

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**Re: Variance to number of parking spaces.**  
**Location: 19 Prospect Ave (PID 55252274)**

This letter is to notify you that the Development Officer for the Town of Kentville has approved a Variance under the provisions of Section 235 (2)(a) of the Municipal Government Act (MGA) and Policy GD-17 of the Municipal Planning Strategy for the town of Kentville.

The variance will allow for reduction of 1 parking space.

As the assessed owner of this property and under the provision of Section 236 (3) of the MGA, any person served with this notice may appeal the decision of the Development Officer to the Council of the Town of Kentville. The appeal must be in writing, stating the grounds of the appeal, and be directed to the undersigned.

Your appeal must be filed on or before November 24, 2021 at 4:30 PM.

Should you have any questions or require additional information, please contact the Planning and Development Department at 679-2535.

Sincerely,

Beverly Gentleman  
Development Officer

Encl.

Town of Kentville  
Director of Planning and Development  
354 Main Street  
Kentville NS  
B4N 1K6

Grant MacQuarrie  
9 Forest Hill Road,  
Kentville NS,  
B4N 2L6  
November 20, 2021

To Beverly Gentleman:

I would like to respectfully submit an appeal regarding the "variance to number of parking spaces" as stated in a letter received from the Planning and Development office regarding 19 Prospect Avenue. (PID 55252274)

This situation has the feel of a rental property or Air B&B type of scenario about it. I am fully aware that this area is zoned as R2 and that these things are to be expected. I should note, also, that I am not adverse to housing units being rented out or of Air B&B units in and of themselves per se. I do, however, have a cautious suspicion as to what could result if this particular variance were to proceed in its current iteration.

Regardless of how confident the Planning Department may be with the planned variance, it leaves things far too open ended once granted. It may well result in more frequent parking along Prospect Avenue or result in a more risky ingress/egress of vehicles from the front of the dwelling onto Prospect Avenue. Even if the new owners seem to have the best intentions at the moment the future is difficult to be certain of. Once this gate has been opened it will be difficult to close later on.

The Prospect Avenue/ Forest Hill intersection is already rife with problems regarding the frequency and speed at which vehicles leave and enter Forest Hill Road (Right of Way) and the resulting interference with the regular traffic flow along Prospect Avenue. This already presents a very real safety hazard to residents and pedestrians who use it daily to go to work and school. The goal should be for the Town to lessen this risk not worsen it.

In conclusion, The absence of any real guarantee from the town that would assuage the concerns noted above leave me little choice but to remain unsupportive of this parking variance. If further clarification is required as to my reasoning, feel free to contact me by email.

Sincerely,



Grant MacQuarrie

macquagd@gmail.com



# Inter Municipal Service Agreements - IMSA

Kings Transit Authority

Valley Region Solid Waste – Resource Management Authority

# Pilot

- On November 26<sup>th</sup> Mayors and Warden agreed to bring the following pilot to their councils prior to the end of December.
- The Pilot, an Interim Inter-Municipal Service Agreement, which will be put in place for two years (spanning three fiscal years), to explore efficiencies and improve service delivery for Kings Transit and Valley Waste.
- The current boards will be placed in abeyance and a two-year board consisting of mayors and warden will be put in place.
  - All parties in the existing agreement have voting rights on current year and budgetary decisions
  - All parties in the pilot have an equal vote on pilot related decisions

# Budget Allocation

## *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>

# Outcomes

- Councils will receive regular updates from the Interim Board and Executive Director of the Pilot
- For Valley Waster - Better understanding of true costs, user pay and implications for future Provincial Environmental Goals
- For Kings Transit – Fixed route review, detailed fleet information, and Accessibility Plan Development
- The pilot will commence with the hiring of the new executive lead

# Resolution

- Council direct the Mayor and Chief Administrative Officer for the Town of Kentville, to sign, the two-year Interim IMSA (Pilot) for Kings Transit Authority and Valley Region Solid Waste-Resource Management Authority.

# 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>
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<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

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







SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

) TOWN OF WOLFVILLE  
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WITNESS

) Mayor

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WITNESS

) Chief Administrative Officer

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

) VALLEY REGION SOLID WASTE-RESOURCE  
) MANAGEMENT AUTHORITY  
) PER:

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WITNESS

) Chair

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WITNESS

) Director

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

) **KINGS TRANSIT AUTHORITY**

) PER:

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Chair

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Director

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WITNESS

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**


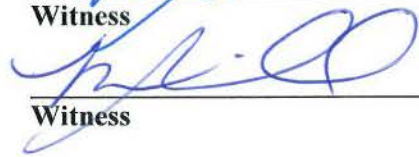
37 The parties agree that this is the entire agreement among the parties with respect to the provision of solid waste-resource management for the Parties, and that this agreement may only be altered by agreement in writing by the parties in accordance with Clause 5.


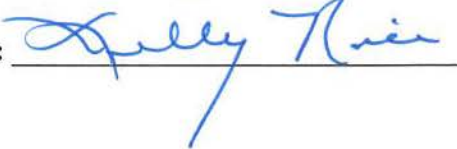
### **BODY CORPORATE**

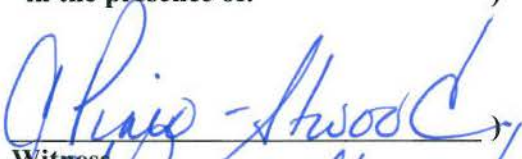
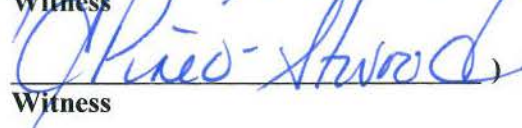
38 The Authority shall be a body corporate and shall register with the Registrar of Joint Stock Companies pursuant to s. 60(4)(1) of the *Municipal Government Act*.



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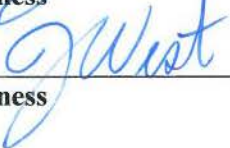
IN WITNESS WHEREOF the parties hereto have executed this agreement by their respective officials, duly authorized in that behalf, on the day and year first above written



  
\_\_\_\_\_)  
Witness  
  
\_\_\_\_\_)  
Witness

) TOWN OF ANNAPOLIS ROYAL  
)  
)  
) Per:   
\_\_\_\_\_)  
)  
) Per:   
\_\_\_\_\_)  
)

SIGNED and SEALED  
in the presence of: )  
  
\_\_\_\_\_)  
Witness  
  
\_\_\_\_\_)  
Witness

)  
) TOWN OF BERWICK  
)  
)  
) Per:   
\_\_\_\_\_)  
)  
) Per:   
\_\_\_\_\_)  
)

  
\_\_\_\_\_)  
Witness  
  
\_\_\_\_\_)  
Witness

) TOWN OF KENTVILLE . .  
)  
)  
) Per:   
\_\_\_\_\_)  
)  
) Per:   
\_\_\_\_\_)  
)

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

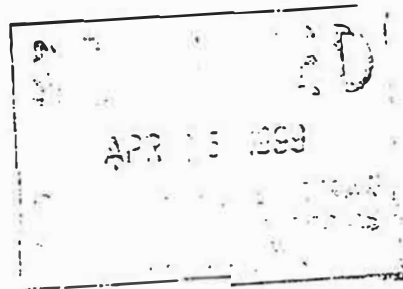
Intermunicipal Services Agreement

April 1, 1999

*Intermunicipal Services  
Agreement*

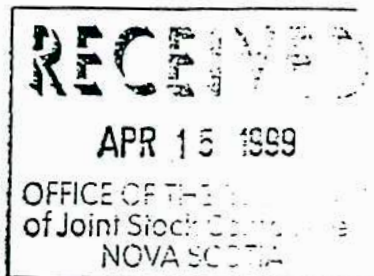
**KINGS TRANSIT  
AUTHORITY**

*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.



(c) 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 Kings Transit Authority and any assets shall be distributed among the remaining parties upon dissolution of Kings Transit Authority in accordance with clause 26.

DISSOLUTION

26. (a) Kings Transit Authority may only be dissolved upon agreement of a majority of the parties in accordance with clause 7.

(b) Upon dissolution, Kings Transit Authority may make arrangements for the liquidation and distribution of its assets in payment of its liabilities.

(c) After all of the liabilities of Kings Transit Authority have been paid, the balance shall be distributed to the remaining parties, and any deficit shall be paid by them, in proportion to the accumulated contributions to Kings Transit Authority by the parties at time of dissolution.

27. This agreement shall be in effect on April 1, 1999.

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

29. 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*.

30. The parties agree that this is the entire agreement among the parties with respect to the regional provision of transit services in the County of Kings, and that this agreement may only be altered by agreement in writing by the parties in accordance with clause 7.

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

SIGNED AND SEALED	)	TOWN OF BERWICK
in the presence of	)	
<u>Rachel L. Jones</u>	)	PER: <u>[Signature]</u>
Witness	)	
<u>Rachel L. Jones</u>	)	PER: <u>[Signature]</u>

Witness

[Signature]

Witness

[Signature]

Witness

TOWN OF KENTVILLE

PER: [Signature]

PER: [Signature]

Witness

[Signature]

Witness

[Signature]

TOWN OF WOLFVILLE

PER: [Signature]

PER: [Signature]

Witness

[Signature]

Witness

[Signature]

MUNICIPALITY OF THE  
COUNTY OF KINGS

PER: [Signature]

PER: [Signature]

~~734~~  
#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**

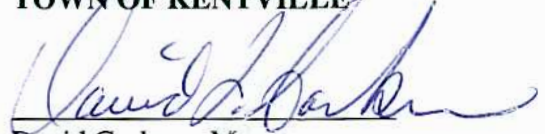
  
John Prall, Mayor

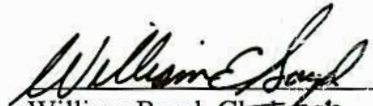
  
Robert Ashley, Clerk


  
Witness


  
Witness

**TOWN OF KENTVILLE**

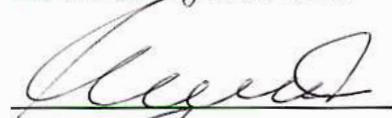
  
David Corkum, Mayor

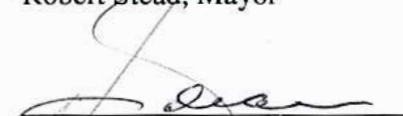
  
William Boyd, Clerk

  
Witness

  
Witness

**TOWN OF WOLFVILLE**


  
Robert Stead, Mayor

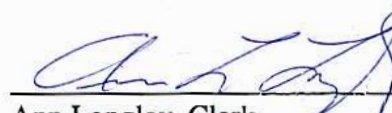
  
J. Roy Brideau, Clerk

  
Witness

  
Witness

**MUNICIPALITY OF THE COUNTY OF KINGS**

  
Fred Whalen, Warden

  
Ann Longley, Clerk