

**Region of Queens Municipality Regular Council**

**TUESDAY, MARCH 9, 2021**

**9:00 A.M.**

**AGENDA**

**1.0 CALL TO ORDER**

**2.0 CHANGES/APPROVAL OF AGENDA**

**3.0 PRESENTATIONS**

3.1 Liverpool Curling Club – Tim Smith and Lorna MacPherson 9:00 a.m.

3.2 Department of Municipal Affairs 10:00 a.m.

3.3 Queens County & District Fire & Emergency Services – **7:00 p.m.**

**4.0 TABLING OF PETITIONS**

**5.0 PUBLIC QUESTION/COMMENT SESSION**

**6.0 APPROVAL OF MINUTES**

6.1 Regular Council – February 23, 2021

**7.0 DANGEROUS OR UNSIGHTLY PREMISES**

**8.0 ECONOMIC DEVELOPMENT**

**9.0 CORPORATE SERVICES**

9.1 Appointment to Diversity & Inclusion Action Team  
(Recommendation)

**10.0 ENGINEERING & PUBLIC WORKS**

10.1 Solid Waste Collection Tender SW-01-21 (Recommendation)

10.2 Solid Waste Transfer Tender SW-02-21 (Recommendation)

10.3 Organic Materials Agreements (Recommendation)

10.4 Recyclable Materials Agreements (Recommendation)

**11.0 FINANCE**

11.1 Tax Exemption Bylaw, second reading (Recommendation)

**12.0 RECREATION AND HEALTHY COMMUNITIES**

**13.0 PLANNING**

**14.0 REPORTS**

**15.0 IN-CAMERA ITEMS**

15.1 Potential Litigation

15.2 Personnel Matter

**16.0 ADJOURNMENT**



# Liverpool Curling Club

# A RICH HISTORY ON GORRHAM ST.

\* an active curling facility since 1935

\* a place where many start curling at a young age and continue into their senior years

\* home of many champions over the years including Jill Brothers who played in the 2021 Scotties

\* a thriving and vibrant resource in our community that has hosted many events big and small – weddings, dances, dinners, bingos, jam sessions, Hospital Hustle, Canadian Junior Championship to name a few



# TODAY & TOMORROW



- We continue to have an active curling program and in fact we experienced a growth of 20% in all membership categories for the 2020/21 season
- However, we are in need of a number of essential upgrades and overall modernization to restore its status as a viable and sustainable facility and to continue to be a focal point for Liverpool and Region of Queens
- Since January 2020- undergone detailed assessments of the Ice Plant, Ice Shed, Facility Entrance, Function Room and Facility Exterior
- Aside from repairs, a significant part of our Revitalization Plan is to provide a community space to grow the game of curling and to offer a usable space for a variety of functions 12 months a year

# CURLING CLUBS ARE THE HEART OF A COMMUNITY

South Greens  
What we are working towards:

The Westhouse  
Society Liverpool

Inclusive - curling for all ages, abilities, incomes and ethnicities

Accessible - for all members of the community

Gathering Place for all of Region of Queens

Sustainable business model - rentals, sponsorship, events, etc

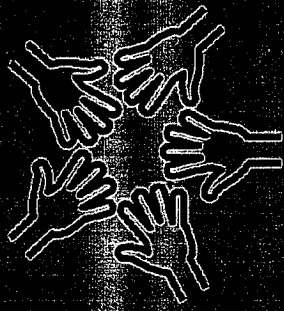
Liverpool Curling Club  
108 Cornhill St  
Liverpool L15 3BT UK  
0151 709 2770

Liverpool Curling Club

House Museum

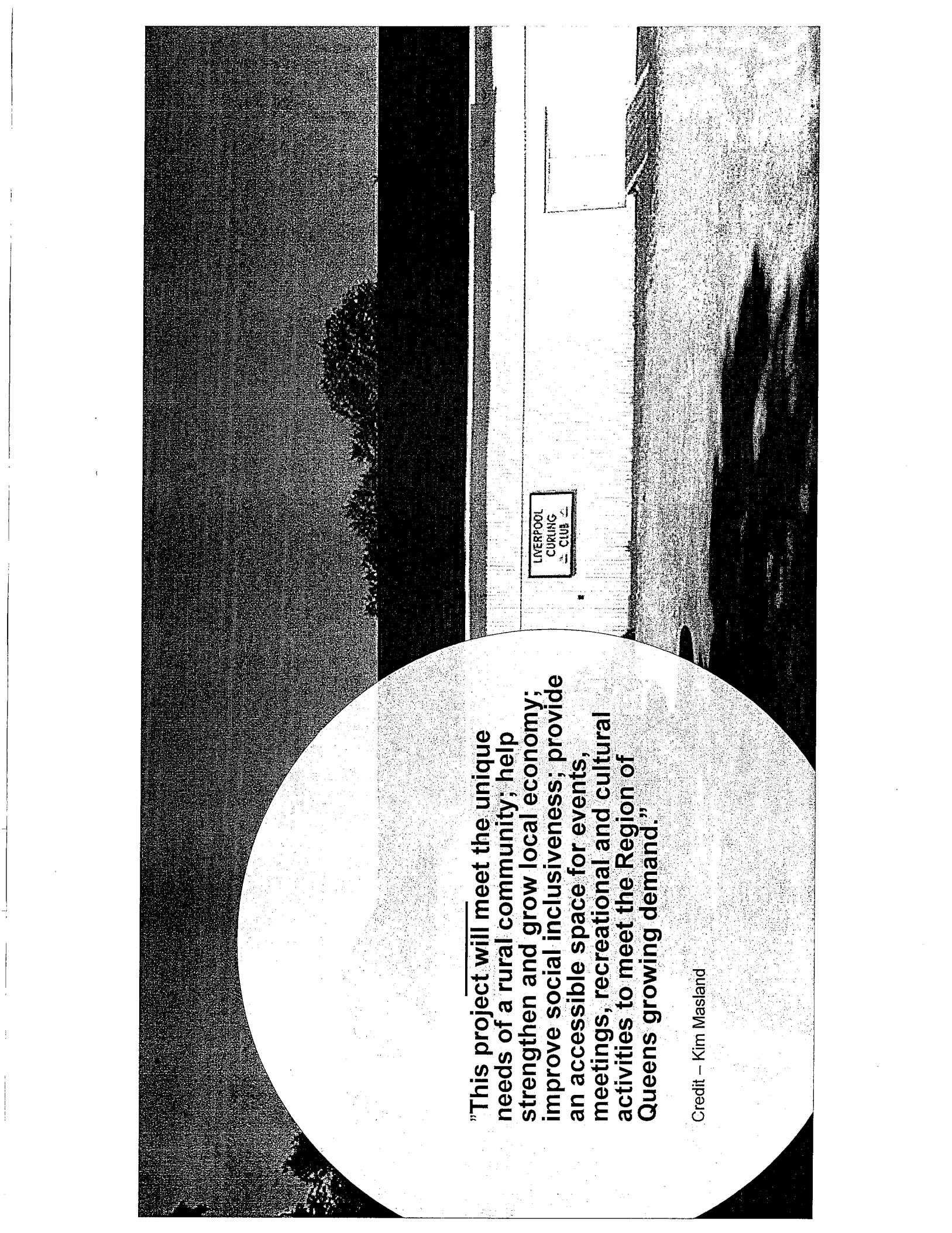
Centennial Park





# HOW WILL WE SUCCEED ?

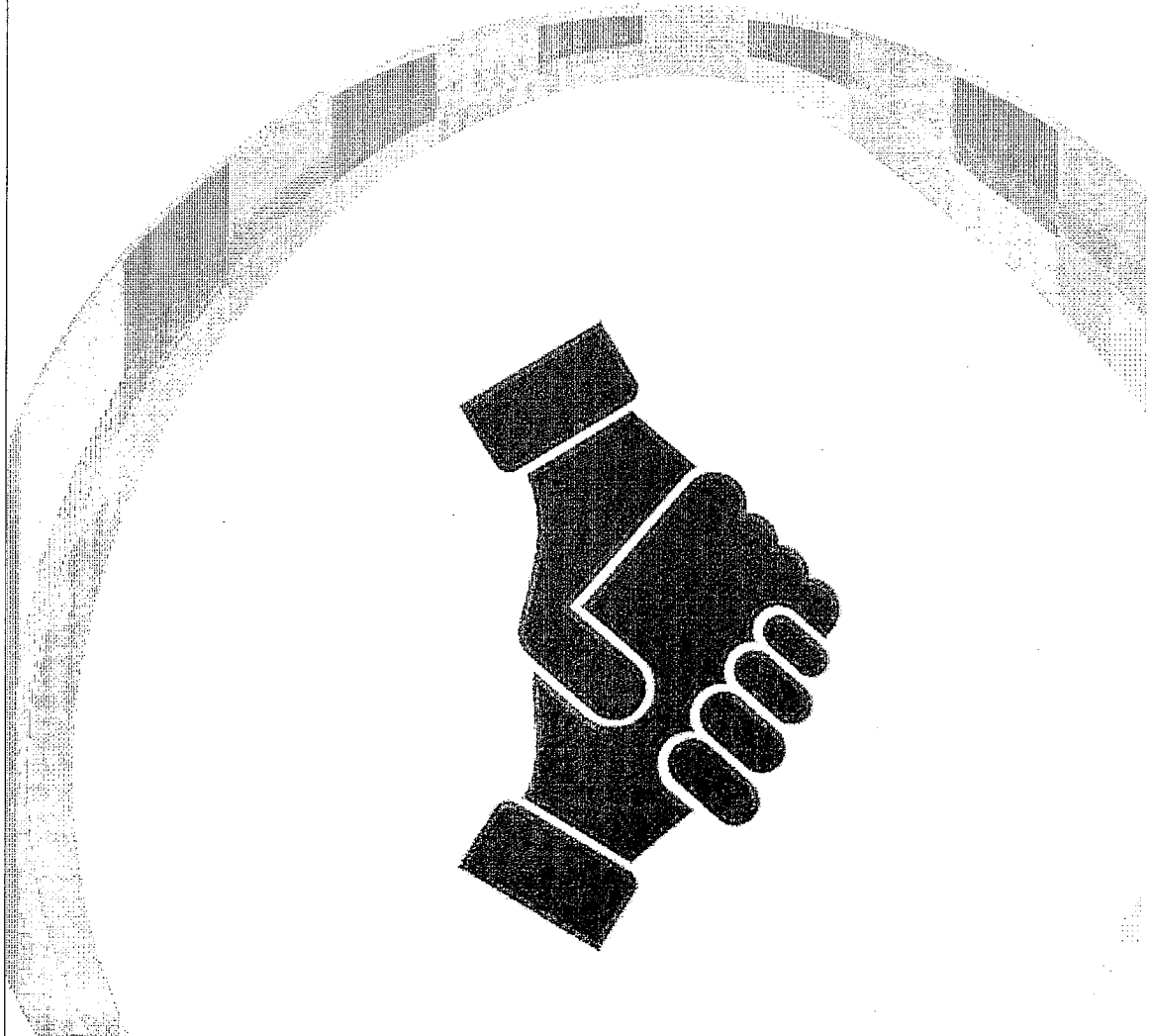
- Teamwork! Community!
- Execute the work in phases to avoid disruption to the curling season
- Preference given to local contractors and suppliers
- Seek efficiencies to reduce our power consumption and reduce carbon footprint
- Re-branding, Marketing Initiatives and Strategic Planning



**"This project will meet the unique needs of a rural community; help strengthen and grow local economy; improve social inclusiveness; provide an accessible space for events, meetings, recreational and cultural activities to meet the Region of Queens growing demand."**

Credit – Kim Masland

**Thank You!**





# Introductory Discussion

Marilynn Hay, Municipal Advisor

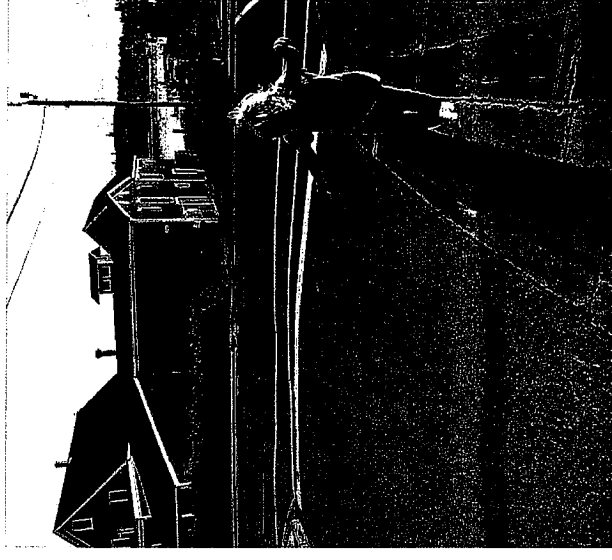
Department of Municipal Affairs  
Governance and Advisory Services



NOVA SCOTIA

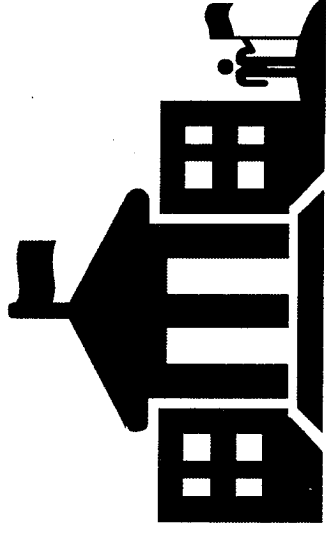
# Overview

- Introductions
  - Department of Municipal Affairs
  - Your Municipal Advisor
- Governance
  - Governance, Management and where you fit
- Future Workshops



# Department of Municipal Affairs

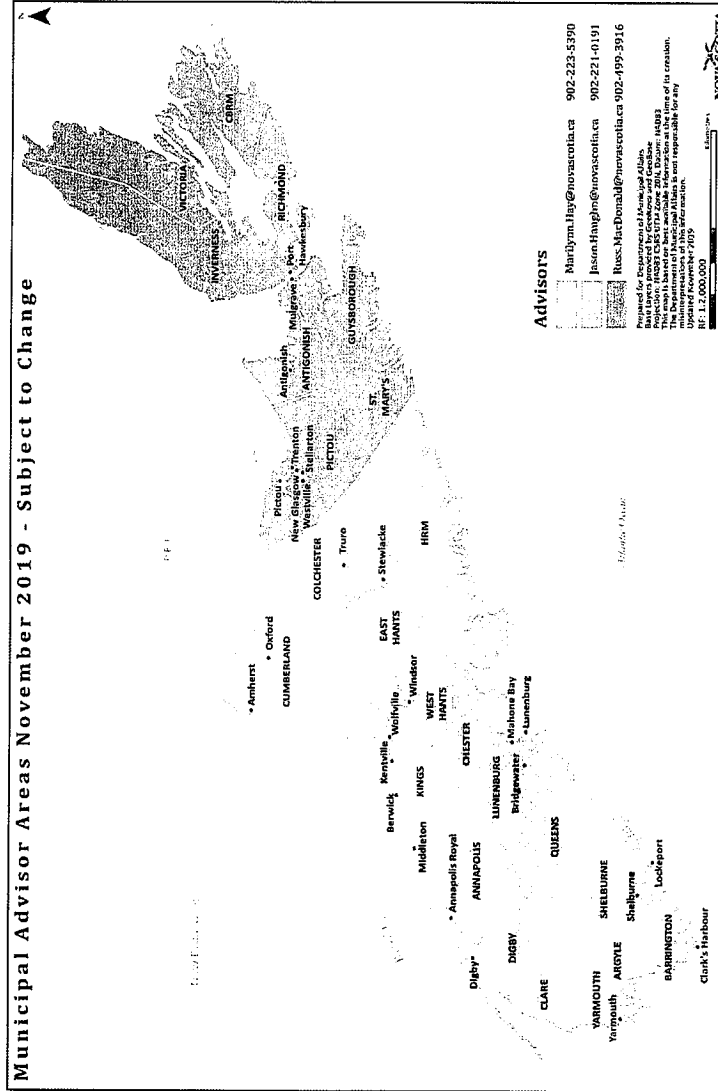
- Municipal Government in Canada is enabled by provincial statute law.
- The Department sets the legislative framework, primary statute is the *Municipal Government Act*.
- We provide support in areas that include: Financial Reporting, Strategic Planning, Asset Management, Infrastructure, and more.



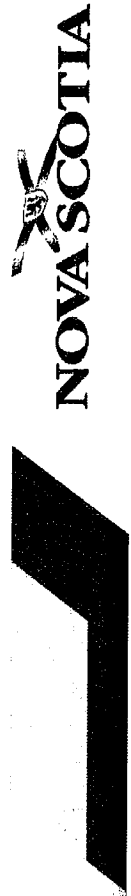


# Municipal Advisors

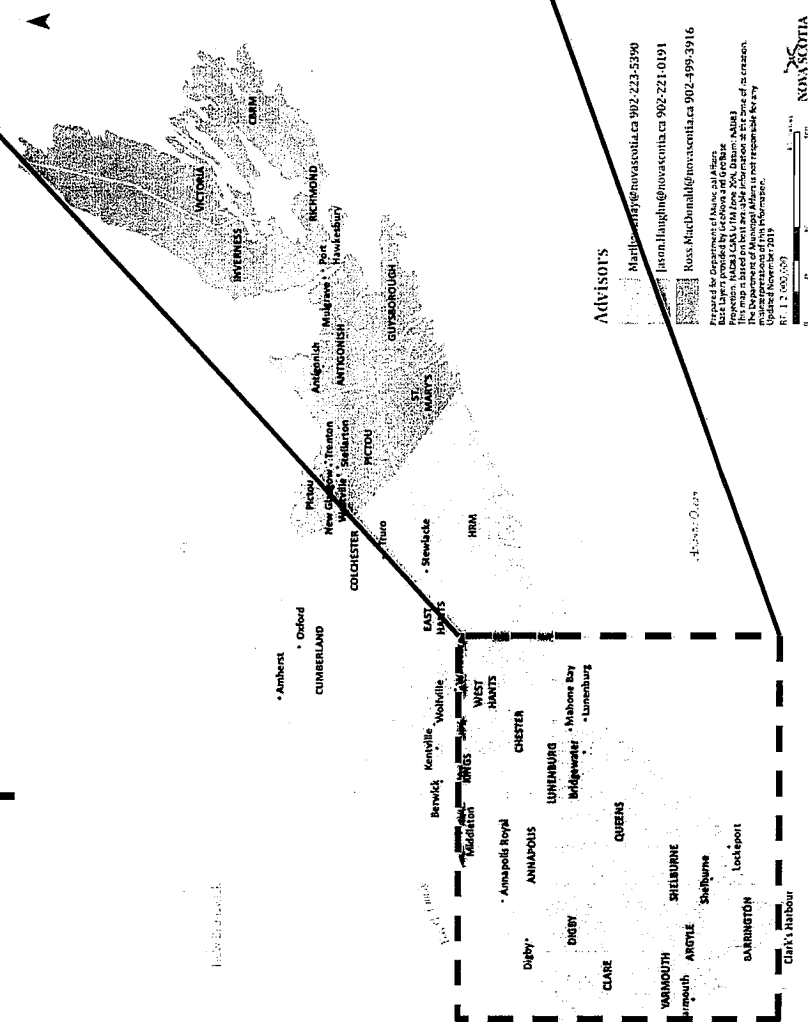
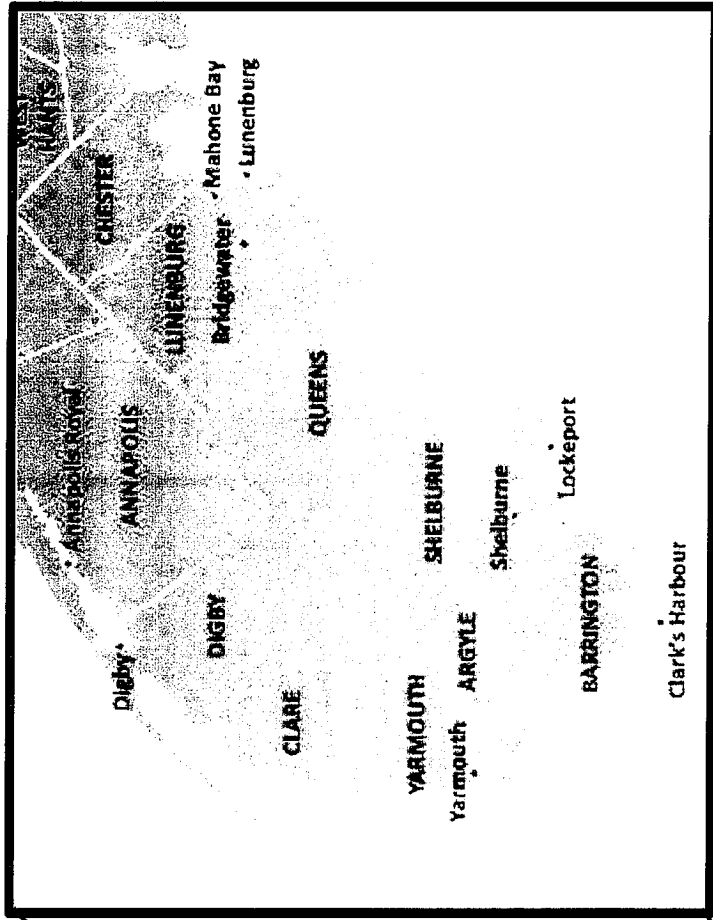
Municipal Advisor Areas November 2019 - Subject to Change



- Nick Barr, Director  
[Nick.Barr@novascotia.ca](mailto:Nick.Barr@novascotia.ca)
- Ross MacDonald  
[Ross.MacDonald@novascotia.ca](mailto:Ross.MacDonald@novascotia.ca)
- Marilyn Hay  
[Marilynn.Hay@novascotia.ca](mailto:Marilynn.Hay@novascotia.ca)
- Jason Haughn  
[Jason.Haughn@novascotia.ca](mailto:Jason.Haughn@novascotia.ca)



# Municipal Advisors



**Advisors**

Maple Leaf Systems  
[maple.leaf@novascotia.ca](mailto:maple.leaf@novascotia.ca) 902-223-5390

Jason Houghton  
[jason.houghton@novascotia.ca](mailto:jason.houghton@novascotia.ca) 902-221-0191

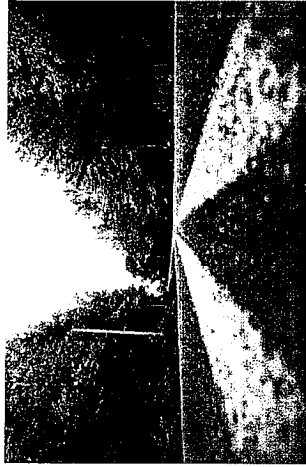
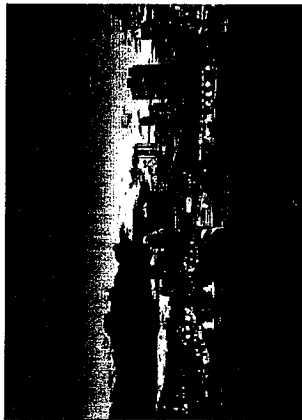
Ross Macdonald  
[ross.macdonald@novascotia.ca](mailto:ross.macdonald@novascotia.ca) 902-499-3916

Prepared for Government of Nova Scotia  
 Project: Municipal Boundaries  
 Projection: NAD83 UTM Zone 20N Datum: AD83  
 The map is based on best available information at the time of its creation.  
 The Government of Nova Scotia is not responsible for any  
 inaccuracies or omissions.  
 Date: November 2019

Scale: 1:50,000  
 0 1 2 3 4 5 6 7 8 9 10 Kilometers  
 0 1 2 3 4 5 Miles  
 NMSA SCOTIA

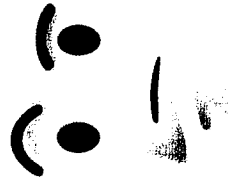


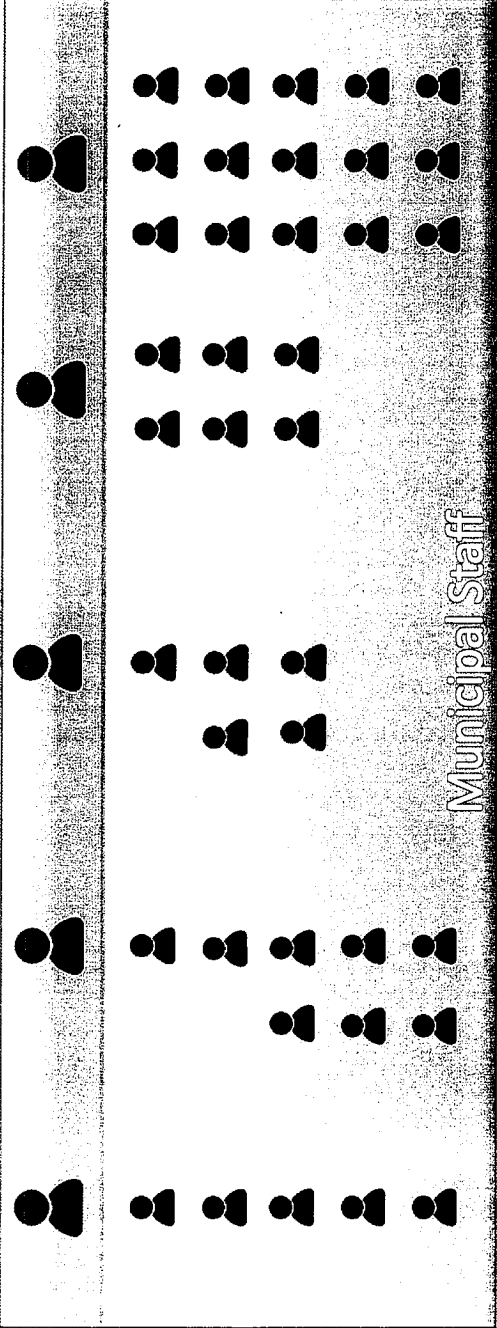
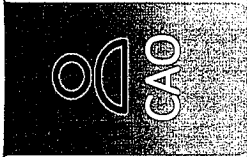
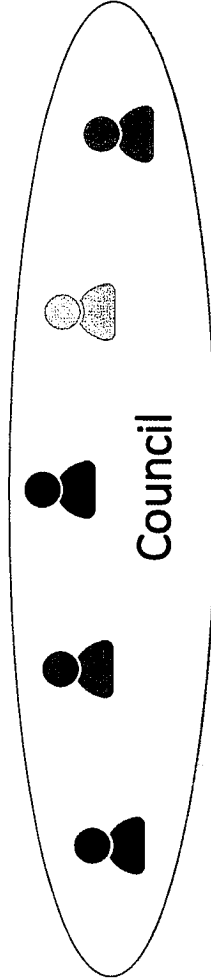
# Your Municipal Advisor



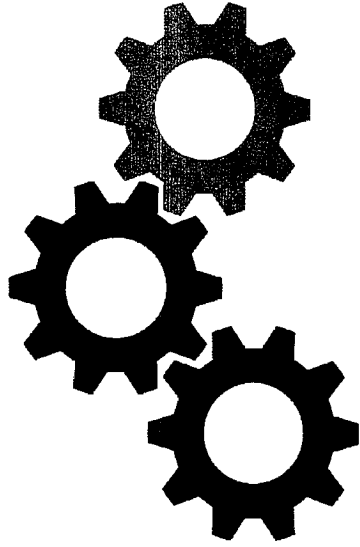
# Governance – Where Do I Fit?

Municipal Government is a system and for it to be effective, you need to find where you fit and be comfortable with your role.





# Governance – Where Do I Fit?



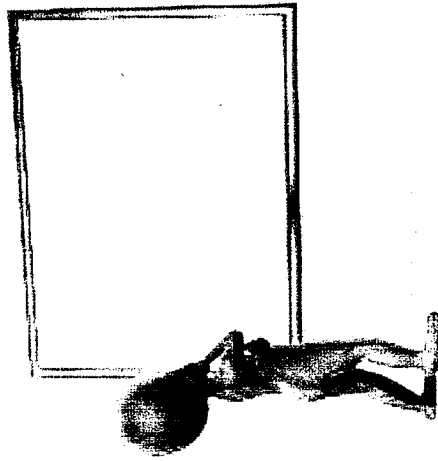
## ELECTED OFFICIALS

- Leads the system of government
- Sets policy and strategic direction
- Decides
- Articulates the path forward
- Plans broadly

## MUNICIPAL STAFF

- Advises on policy and direction to be approved
- Ensures intended progress in occurring
- Advises
- Devises the means to get there
- Implements day-to-day

# Follow-up Workshops



Your team from Governance and Advisory Services would be happy to work with you on any of the material from a “menu” of topics.

We provide “advanced” training workshops that explore concepts in much more depth and that can help set you and your Council up for success.

# Disclaimer

- Information contained in the presentation is considered accurate to the date on the title slide, changes may occur after that date.
- Any errors or omissions are solely the responsibility of the person presenting.
- This presentation, and the related discussions, is **not legal advice nor is it a substitute for same.**

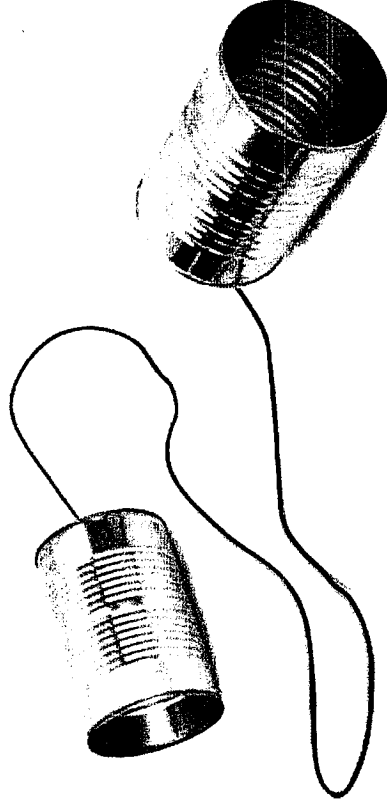
# Governance and Advisory Services

Nick.Barr@novascotia.ca

Ross.MacDonald@novascotia.ca

Marilynn.Hay@novascotia.ca

Jason.Haughn@novascotia.ca



# **Queens County & District Fire & Emergency Services**

**Presentation to Region of Queens Municipality Council**

**March 9, 2021**

# **Queens County & District Fire & Emergency Services consists of 5 Fire Departments**

Liverpool Fire Fighters Association

North Queens Fire Association

Greenfield & District Fire Department

Mill Village & District Volunteer Fire Department

Port Medway Fire Department

# Queens County & District Fire & Emergency Services

- Has 176 active firefighters
- Consists of 8 pumpers, 5 tankers, 5 rescue units, 1 ladder truck, 5 support vehicles, 3 rescue boats, and 2 UTVs
- Answered a total of 518 emergency calls in 2020

	Total	INV	MUT	ALRM	CHIM	BRSH	POW	VEH	MVA	MED	STRU	OTH
Greenfield	85	1	37	6	2	5	4	3	9	9	5	4
Liverpool	175	5	26	33	8	13	11	3	29	10	9	28
Mill Village	66	0	40	2	1	1	7	0	7	3	3	2
North Queens	119	1	40	6	2	13	8	2	8	24	2	13
Port Medway	73	0	60	0	1	0	1	0	1	7	0	3

# Why do the fire departments in Queens County need additional funding?

## 2019-2020 Audif Financial Statement Emergency Services Expenses

Wet Hydrants	\$197,235	- \$197,235 for wet hydrants is paid to the Water and Utilities Department and collected directly from tax payers that live within the wet hydrants service area
Fire Dispatch	\$28,267	
Liverpool Fire Hall	\$43,687	
Snow Plowing Hydrants	\$6,462	- \$3,513 for training cannot be accounted for by any fire department in Queens
Liability Insurance	\$34,122	- \$3,482 is for medical insurance of West Queens Medical First Responders
Safety Equipment	\$40,000	
Capital Grant reimbursements	\$235,120	- \$182,400 is a transfer to the Capital Reserve. The Capital Reserve is used to pay the Capital Grant reimbursements in the amount of \$235,120.
Training	\$3,513	
Workers Compensation	\$7,346	- The Capital Grant reimbursements are higher due to bunker gear and breathing apparatus being covered by the Region of Queens Municipality, however, that has been ended and going forward that figure will be significantly less
Medical Insurance	\$11,522	
WQ Medical Insurance	\$3,482	
Dry Hydrants	\$5,341	
Capital Reserve Transfer	\$182,400	
Department Grants	<u>\$334,190</u>	- Even though the total funding for Emergency Services in 2019-2020 was \$1.1 million, the fire departments only received direct funding for the following:
<b>TOTAL</b>	<b>\$1,132,687</b>	

Department Grants	\$334,190
Capital Grant Reimbursements	\$235,120
Safety Equipment	\$40,000
Total	\$609,310

# Financials of Port Medway Fire Department

Chief Kendall Farmer  
 Port Medway Fire Department  
 P. O. Box 106  
 Port Medway, Nova Scotia  
 B0J 2T0

Dear Chief Farmer:

The following is a breakdown of the funding that the Region will either be providing through a grant or paying on your behalf for this year:

Grant	\$20,755.98	Paid to Fire Department
Medical Insurance	910.00	Paid by the Region
Workers Compensation	1,503.46	Paid by the Region
Safety Training - operations	8,000.00	Paid by the Region
Liability Insurance	4,526.00	Paid by the Region
	<u>\$35,695.44</u>	

The actual funds that you will be receiving for this year are:

Grant	\$20,755.98
Less:	
Radio Licenses	370.00
Property/Vehicle Insurances	8,446.00
	<u>\$11,939.98</u>

**\$11,939.98**

## PORT MEDWAY FIRE DEPARTMENT STATEMENT OF RECEIPTS AND DISBURSEMENTS for the YEAR ENDED MARCH 31, 2020

<b>RECEIPTS</b>	
Grant - Region of Queens Municipality (Schedule D)	\$ 18,762.37
Grant - Region of Queens Municipality (Schedule D)	\$ 18,548.45
Grant - Region of Queens Municipality (Schedule D)	\$ 62,596.86
Grant - Region of Queens Municipality (Schedule D)	\$ 27,695.45
Grant - Region of Queens Municipality (Schedule D)	\$ 20,821.90
Grant - Region of Queens Municipality (Schedule D)	\$ 33,938.00
Grant - Region of Queens Municipality (Schedule D)	\$ 7,757.00
Grant - Region of Queens Municipality (Schedule D)	\$ 1,509.00
Grant - Region of Queens Municipality (Schedule D)	\$ 25,600.00
Grant - Region of Queens Municipality (Schedule D)	\$ 2,231.14
Grant - Region of Queens Municipality (Schedule D)	\$ 235,382.21
<b>TOTAL RECEIPTS</b>	
<b>DISBURSEMENTS</b>	
GENERAL	\$ 4,526.00
Liability Insurance	\$ 910.00
Medical Insurance	\$ 1,503.46
Workers Compensation	\$ 4,765.00
Property and Vehicle Insurance	\$ 90.00
Memberships and Licences	\$ 588.83
Training and Conferences	\$ 13,724.94
Professional Fees	\$ 31.15
Meals While On Calls	\$ 1,509.47
Telephone/Internet/TV Charges	\$ 1,901.30
Banquet Supper	\$ 1,938.43
<b>OPERATING</b>	
Building - Repair and Maintenance	\$ 2,299.37
Building - Electricity	\$ 3,624.26
Building - Fuel	\$ 2,182.85
Radio Licenses	\$ 362.00
Shoe Removal/Blowing	\$ 1,019.75
Vehicle Maintenance and Field	\$ 18,672.08
Vehicle Equipment Purchases (Schedule E)	\$ 173,500.31
Utilities (Gas)	\$ 496.63
Station - Recreation	\$ 85,313.00
Safety Training	\$ 2,418.51
Equipment Maintenance/Repairs	\$ 2,435.15
<b>FINANCING</b>	
Loan Repayment - Region of Queens Municipality	\$ 5,000.00
Loan Interest - BMO Bank of Montreal	\$ 2,381.12
<b>TOTAL DISBURSEMENTS</b>	\$ 373,148.05
<b>EXCESS OF RECEIPTS (DISBURSEMENTS)</b>	\$ (17,165.84)

**\$18,762.08**

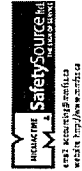
The Region of Queens Municipality did not provide enough funding to Port Medway Fire Department to cover the costs to keep the fire trucks on the road in 2019-2020

# Truck Replacement Plan

		Region of Queens Municipality													
		FIRE CAPITAL FUNDING ACCOUNT PROJECTION to April 1, 2018													
		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
82	Greenfield		\$ 275,000						\$ 275,000						
90	pumper/tanker														
	pumper/tanker														
94	Liverpool		\$ 275,000				\$ 295,000							\$ 275,000	\$ 275,000
01	pumper/tanker														
98	AERIAL														
16	pumper/tanker														
89	Mill Village					\$ 120,000									\$ 250,000
94	pumper (CFD)														
85	North Queens														
96	pumper/tanker														
98	pumper/tanker														
	utility									\$ 100,000					
85	Port Meadow														
96	utility														
01	pumper/tanker														
	pumper/tanker														\$ 100,000
known	RQM Investments	\$ 137,106	\$ 170,636	\$ 170,636	\$ 174,000	\$ 176,000	\$ 182,000	\$ 185,000	\$ 185,000	\$ 187,000	\$ 190,740	\$ 194,555	\$ 198,446	\$ 202,415	\$ 206,463
known	old loans														
known	new loans														
estimates	bunker gear / BA's	\$ (6,000)	\$ (27,500)	\$ (107,145)	\$ (113,145)	\$ (113,145)	\$ (121,145)	\$ (121,145)	\$ (121,145)	\$ (121,145)	\$ (121,145)	\$ (121,145)	\$ (121,145)	\$ (121,145)	\$ (121,145)
	interest earned	\$ 1,030	\$ 1,385	\$ 3,139	\$ 5,970	\$ 4,070	\$ (63,956)	\$ (45,719)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	BALANCE	\$ 132,136	\$ 251,395	\$ 354,877	\$ 198,109	\$ 83,991	\$ 54,924	\$ 47,094	\$ 53,483	\$ 39,372	\$ 18,501	\$ 16,090	\$ 33,536	\$ 59,451	\$ 99,414

- The Truck Replacement Plan was a huge improvement over the interest free loans to a maximum of \$500,000 provided by the Region of Queens previously, however, the plan has some problems.
- The municipality provides the following:
  - Pumper/Tankers (\$275,000) = \$27,500 per year
  - Rescue Units (\$100,000) = \$10,000 per year
- The cost of trucks is much higher than the amounts offered in the plan. A pumper/tanker currently costs a minimum of \$500,000.00 and a rescue unit costs \$300,000.00
- The fire departments are expected to borrow the funds from a financial institution to purchase the trucks leading to the Queens County fire departments paying in excess of \$58,000.00 last year in loan interest and the accumulated debt of the fire departments is in excess of \$1 Million dollars.
- The plan will eventually fail as more trucks are purchased. Fire departments will no longer be able to afford to pay the difference in payments and therefore will not be able to make the purchases when they are expected to in the plan
- Bunker gear and breathing apparatus were being purchased through this fund, but the municipality has decided it is no longer paying for those items turning the expense back over the individual departments

# Invoice for the last truck purchased in Queens County



1211047444  
 Unit 1  
 2000 W. 10th St.  
 Ft. Lauderdale, FL 33304  
 Tel: 954-574-8800  
 Fax: 954-574-8801  
 Website: www.safety-source.com

3155 NW 12th Ave  
 Unit 1  
 Fort Lauderdale, FL 33304  
 Tel: 954-574-8800  
 Fax: 954-574-8801

INVOICE	
FT-53317	
Date:	11/26/19
Page:	1

Order Type:

Sold to: Liverpool Fire Apparatus  
 250 Main Street  
 Liverpool, NY 13084  
 801 100  
 Contact: [Redacted] REP: C6274  
 TEL: 800-330-2138 FAX: 800-330-2138

SHIP TO: Liverpool Fire Apparatus  
 250 Main Street  
 Liverpool, NY 13084  
 801 100  
 Contact: [Redacted] REP: C6274  
 TEL: 800-330-2138 FAX: 800-330-2138

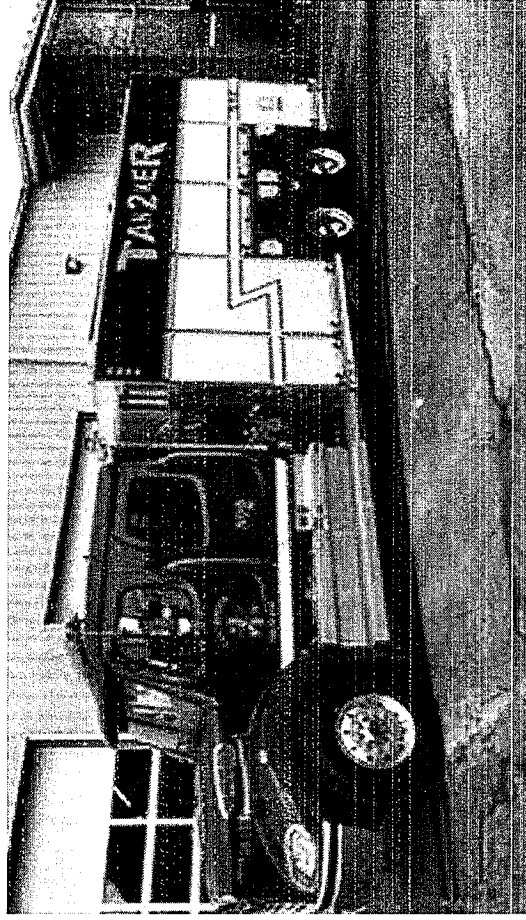
ITEM	QTY	UNIT PRICE	TOTAL PRICE	DATE
1	1	\$519,855.00	\$519,855.00	11/26/19
Adjustment during Pre-Construction meeting			\$1,377.00	
			\$1,377.00	

SUBTOTAL	519,855.00	TOTAL	519,855.00
		ADJUSTMENT	519,855.00
		BALANCE	519,855.00

SUBTOTAL	519,855.00	TOTAL	519,855.00
		ADJUSTMENT	519,855.00
		BALANCE	519,855.00



\$519,262.95 in September of 2019



# **Nova Scotia Occupational Health & Safety for Firefighters**

<https://novascotia.ca/just/regulations/regs/ohgensf.htm>

- All turnout gear which includes, bunker pants, bunker jacket, helmet, boots, gloves, and flash hood must be less than 10 years old for all firefighters responding to calls as per NFPA 1971
- All self-contained breathing apparatus must be less than 20 years old
- All carbon fiber bottles for the breathing apparatus must be less than 15 years old



## Current Deficit for Basic Needs of the Fire Service

Fire Department	# of Firefighters	Turnout Gear/Year	# of BAs	SCBAs/Year	# of Bottles	Bottles/Year	Insurance	Fuel/Truck Repairs	Power/Heat	Radio Licences	Training	Loan Interest	Truck Loan Repayment	Total Annual Cost	ROQ Grant	Deficit
Port Medway	25	\$ 11,036.75	8	\$ 5,132.64	20	\$ 2,291.80	\$ 8,446.00	\$ 18,672.08	\$ 5,807.11	\$ 370.00	\$ 13,724.94	\$ 2,381.12	\$ -	\$ 67,862.44	\$ 20,755.98	\$ (47,106.46)
Liverpool	35	\$ 15,451.45	21	\$ 13,473.18	52	\$ 5,958.68	\$ 11,950.00	\$ 76,885.84	\$ -	\$ 1,166.00	\$ 17,371.37	\$ 28,409.38	\$ 45,000.00	\$ 215,665.90	\$ 154,444.32	\$ (61,221.58)
North Queens	45	\$ 19,866.15	16	\$ 10,265.28	30	\$ 3,437.70	\$ 14,384.00	\$ 30,932.00	\$ 14,176.00	\$ 800.00	\$ 18,194.00	\$ 20,000.00	\$ 45,000.00	\$ 157,055.13	\$ 67,546.44	\$ (109,508.69)
Greenfield	43	\$ 18,983.21	9	\$ 5,774.22	27	\$ 3,093.93	\$ 9,019.00	\$ 12,671.45	\$ 5,005.96	\$ 538.00	\$ 6,286.82	\$ 8,185.77	\$ 45,000.00	\$ 114,558.36	\$ 44,572.98	\$ (69,985.38)
Mill Village	28	\$ 12,361.16	15	\$ 9,623.70	16	\$ 1,833.44	\$ 9,890.00	\$ 4,731.00	\$ 9,444.00	\$ 621.00	\$ 7,394.00	\$ -	\$ 37,500.00	\$ 93,398.30	\$ 46,870.02	\$ (46,528.28)
County Total	176	\$ 77,698.72	69	\$ 44,269.02	145	\$ 16,615.55	\$ 53,689.00	\$ 143,892.37	\$ 34,433.07	\$ 3,495.00	\$ 62,971.13	\$ 58,976.27	\$ 172,500.00	\$ 648,540.13	\$ 323,675.30	\$ (334,350.39)

Fire departments currently are not receiving adequate funding for the basic needs of the fire service.

The above spreadsheet shows a deficit in excess of \$330,000.00 and this does not include an firefighting equipment like hoses, nozzles, or even pagers as well as equipment repairs, safety testing, or maintenance of their halls and stations.

The fire departments still plan on fundraising for additional needs, but feel the Region of Queens Municipality should be responsible for the funding of the basic needs of the fire service.

## **Factors affecting the financial strain of the fire departments**

### **Inflation**

The escalating costs of fire trucks as well as firefighting equipment. Port Medway purchased bunker gear in November, 2020 at a cost of \$2,275.00 and the current cost for the same gear is \$2,485.00. That's a 9.2% increase from last year's pricing.

### **Region of Queens Municipality's decision to stop reimbursing fire departments for bunker gear and SCBAs**

Fire departments, in good faith, signed loan documents to purchase trucks or for major capital projects with financial institutions with the expectation that the Region of Queens would continue with this agreement. When fire departments were told that this was to stop, they were put in a position to have to spend in excess of \$130,000 per year to keep up to date with current gear. Where is this money going to come from?

Factors affecting the financial strain of the fire departments

### **Nova Scotia's Occupational Health & Safety's policy for firefighters**

As a result of the tragic loss of life of a firefighter at the Nova Scotia Firefighter's School, the Nova Scotia OH&S policy for firefighters has been brought to the attention of all fire departments. Fire departments no longer have the choice of who they are going to outfit with turnout gear that is within NFPA standards. They are now mandated to provide that gear to all firefighters responding to calls. If they do not follow, they run the risk of civil litigation or criminal negligence. We have to keep our firefighters safe. This is a non-negotiable.

# Factors affecting the financial strain of the fire departments

## COVID-19

This is not primarily a COVID-19 issue as the need for funding increases has been on the agenda of the Emergency Services Committee meetings for years, however, COVID-19 has made the problem bigger and really shown that we cannot base the financial plan of any fire department on that of fundraising. Every fire department saw that last year when their halls were forced to shut down.

Chief Kendall Farmer  
Page 2  
7-Jul-20

Upon receipt of your current year's budget, you will receive your grant payments as follows:

Payment Date	% Paid	Grant	Less:		Total
			Insurance	Radio License	
April-20	50%	\$10,377.99	\$4,223.00	\$185.00	8,060.99
July-20	20%	4,151.20	\$1,689.20	74.00	901.70
October-20	20%	4,151.20	\$1,689.20	74.00	2,201.50
January-21	10%	2,075.60	\$844.60	37.00	775.80
		<u>\$20,755.98</u>	<u>\$8,446.00</u>	<u>\$370.00</u>	<u>\$11,939.99</u>



Port Medway Fire Dept. received \$775.80 from the ROQ grant funding for the final quarter of 2020-2021. Luckily, PMFD had their hall open and fundraised over \$6,000.00 in January of 2021. What would have happened, if they were shut down again?

Firefighters are doing their part, its time for the Region of Queens to step up to show their support as well.

## **Factors affecting the financial strain of the fire departments**

**Lack of annual increases to help with escalating costs as well as the lack of an annual review of funding levels**

The current system of a 2% increase in grant funding every 5 years is simply not sufficient. Costs are escalating at a much higher rate than that. Going back to Port Medway Fire Department again, they have to wait 5 years to receive an increase of \$415.12. When they actually receive the increase, they have less money to work with due to inflation at a higher rate over the 5 year period.

There is also no annual review of the grant funding of fire departments.

## **Requests to consider for the funding of the fire service in Queens County**

- Truck Replacement Plan adjustment in the amount of funding per vehicle to increase pumper/tankers to \$500,000 and to increase rescue units to \$300,000
- Region of Queens Municipality to reimburse fire departments for the costs of turnout gear including bunker pants, bunker jacket, helmet, boots, gloves, and flash hood

# **Requests to consider for the funding of the fire service in Queens County**

- An increase in the operating grants of the fire departments as follows:
  - Liverpool - \$40,000
  - North Queens - \$60,000
  - Greenfield - \$60,000
  - Port Medway - \$30,000
  - Mill Village - \$15,000
- An annual increase of 2% in the operating grants of the fire departments

# Comparison to our neighbours in Lunenburg County

Municipality of the District of Lunenburg  
Notes to Consolidated Financial Statements  
For the Year Ended March 31, 2020

A-33

## 19. Area Rates (continued)

Fire protection	Balance, beginning of year	Rates levied for current year	Total	Services provided in current year	Balance, end of year
Big Tancook Island	\$ 24	\$ 10,378	\$ 10,352	\$ 10,372	\$ (40)
Blochhouse	59	143,664	143,723	143,827	(104)
Conquerall Bank	-	93,241	93,266	93,266	(25)
Cornwall	-	98,481	98,481	98,523	(42)
Payspring and District	-	175,554	175,454	175,545	(91)
District No. 1 Fire Protection	(82)	299,086	299,084	299,162	(158)
Hebb's Cross	-	64,250	64,250	64,232	(18)
Hebbville	(20)	148,860	148,940	148,982	(42)
Hexford and District	(136)	48,920	48,784	48,804	(30)
Indian Point	-	39,532	39,532	39,537	(5)
Italy Cross	-	85,628	85,628	85,673	(45)
Lalave and District	(10)	143,553	143,575	143,467	108
Lepland and District	-	40,448	40,448	40,493	(45)
Madders Cove	-	62,924	62,924	62,946	(22)
Martins River	-	108,579	108,529	108,672	(93)
Midville and District	-	73,107	73,107	73,127	(20)
New Germany	(8)	255,129	255,122	255,164	(43)
Northfield	(46)	334,625	334,578	334,621	(43)
Quibill	-	167,544	167,544	167,592	(48)
Oakland/Clearland	-	86,613	86,613	86,613	-
Petrie Riviere & Courtenay	(70)	100,344	100,324	100,369	(45)
Pleasantville	39	93,045	93,375	93,213	162
Rawport	81	346,129	346,211	346,154	46
Tri-District	-	161,585	161,585	161,690	(95)
United Communities	-	73,527	73,527	73,575	(48)
Walden	-	17,004	17,004	17,024	(20)
Willerville	2	74,112	74,115	74,008	106
	185	3,390,679	3,391,064	3,391,766	(703)
Hydrants	(127)	62,247	62,120	62,172	3,949
Street services	(495,678)	506,433	399,355	600,200	(200,295)
Street lighting	(93,137)	146,551	55,414	145,389	(89,975)
	\$ (289,957)	\$ 4,195,110	\$ 3,993,152	\$ 4,285,176	\$ (377,023)

Note 1 - Tri-District is the combination of Baker's Settlement, Chelsea and Newcombville Departments.

Municipality of the District of Lunenburg  
Fire & Emergency Services

Municipality of the District of Lunenburg  
Fire Tax Rates per \$100 of Assessment  
For the year ending March 31, 2021

Fire Department	2018/2019	2019/2020	Proposed
Big Tancook Island ERA	0.10	0.10	0.15
Blochhouse FD	0.143	0.142	0.142
Conquerall Bank (MAB)	0.10	0.11	0.11
Cornwall Fire Protection	0.15	0.15	0.15
Payspring and District	0.10	0.10	0.10
District No. 1 Fire Protection	0.08	0.07	0.07
Hebb's Cross FD	0.15	0.15	0.15
Hebbville FD	0.113	0.11	0.11
Hexford and District	0.10	0.10	0.10
Indian Point FD	0.10	0.10	0.10
Italy Cross/Blackwood FD	0.12	0.12	0.12
Lalave FD	0.11	0.13	0.13
Lepland and District	0.12	0.12	0.12
Madders Cove Fire Protection (MAB)	0.10	0.10	0.10
Martins River FD	0.15	0.15	0.15
Midville and District	0.17	0.17	0.17
New Germany Fire Protection	0.10	0.15	0.15
Newcombville and District FD	0.14	0.14	0.14
Northfield Fire Protection (MAB)	0.10	0.11	0.11
Oakland Fire Protection (MAB)	0.20	0.17	0.17
Pleasantville and District FD	0.13	0.13	0.13
Rawport Fire Protection	0.12	0.12	0.12
Tri-District Fire Service	0.15	0.15	0.15
United Communities FD	0.12	0.12	0.12
Walden Fire	0.15	0.15	0.15
Willerville FD	0.12	0.134	0.134

Shaded area denotes a change in fire tax rate.

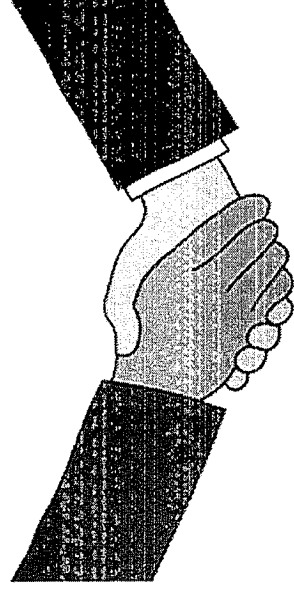
In addition to the above noted rates, all Fire Departments have a rate of 0.1 per cent for tenancy land assessment, plus 0.06 per cent for:

Development, Fire Service Contribution

210 Alouette Road, Bridgewater, Nova Scotia, Canada B4V 1G8  
Phone: 902-431-3399 / Fax: 902-431-2121 / Web Site: www.mde.ca

2 fire departments in Lunenburg County each collect more from their area rates than all 5 departed operating grants combined in Queens

**Queens County & District Fire & Emergency  
Services is looking to partner with the Region of  
Queens Municipality**



**Together we can make a difference!**

**Questions?**

safe work procedure certified by an engineer, following consultation with the committee or representative, if any.

Clause 188(c) amended: O.I.C. 2013-65, N.S. Reg. 53/2013.

Section 188 replaced: O.I.C. 2000-130, N.S. Reg. 52/2000.

**189** Where unconsolidated material is being worked at a working face, an employer shall ensure that no person comes closer to the working face than 1.3 times the height of the working face, unless

- (a) the working face is sloped at its angle of repose;
- (b) the working face is benched to limit the vertical height of the working face to not more than 1.2 m and the grade above the horizontal portion does not exceed one unit of vertical rise for every equal unit of horizontal run; or
- (c) the work is performed in accordance with written specifications and a written safe work procedure certified as adequate by an engineer, following consultation with the committee or representative, if any.

Clause 189(c) amended: O.I.C. 2013-65, N.S. Reg. 53/2013.

Section 189 replaced: O.I.C. 2000-130, N.S. Reg. 52/2000.

## **Part 16 - Equipment for Firefighters**

### **Application and interpretation**

**190 (1)** This Part does not apply to an underground mine.

- (2) Where there is a conflict between this Part and another Section of these regulations, this Part prevails.

Subsection 190(2) amended: O.I.C. 2013-65, N.S. Reg. 53/2013.

### **Protective headwear**

**191 (1)** When engaged in structural fire-fighting, a firefighter shall use protective headwear that complies with or exceeds the latest version of NFPA standard NFPA 1971, "Standard on Protective Ensemble for Fire Fighting".

Subsection 191(1) amended: O.I.C. 2013-65, N.S. Reg. 53/2013.

- (2) An employer shall ensure that attachments to and on the protective headwear referred to in subsection (1) are made only in the manner specified by the manufacturers of the headwear.

### **Protective footwear**

**192** When engaged in structural fire-fighting, a firefighter shall use protective footwear that

- (a) complies with or exceeds the latest version of NFPA standard NFPA 1971, "Standard on Protective Ensemble for Fire Fighting", or the standard for Grade 1 footwear, with sole puncture protection and electric shock resistant soles in the

latest version of CSA standard CSA Z195, “Protective Footwear”;

Clause 192(a) amended: O.I.C. 2013-65, N.S. Reg. 53/2013.

(b) is water-resistant for at least 12.7 cm above the bottom of the heel; and

(c) has a slip-resistant outer sole.

Section 192 amended: O.I.C. 2000-130, N.S. Reg. 52/2000; amended: O.I.C. 2004-14, N.S. Reg. 4/2004.

### Protective handwear

**193** When engaged in structural fire-fighting, a firefighter shall wear protective handwear that complies with or exceeds the latest version of NFPA standard NFPA 1971, “Standard on Protective Ensemble for Fire Fighting”.

Section 193 amended: O.I.C. 2013-65, N.S. Reg. 53/2013.

### Protective coat and trousers

**194** When engaged in structural fire-fighting, a firefighter shall wear a protective coat and trousers that

(a) comply with or exceed the latest version of NFPA standard NFPA 1971, “Standard on Protective Ensemble for Fire Fighting”, [or] CGSB standard CGSB 155.1, “Fire Fighter’s Protective Clothing for Protection Against Heat and Flame”; and

Clause 194(a) amended: O.I.C. 2013-65, N.S. Reg. 53/2013.

(b) fit properly in sleeve length, coat length, chest girth, waist girth, trouser inseam length and crotch rise so as to prevent unsafe situations resulting from the interference of one piece of clothing or equipment with another.

### Respiratory protective equipment

**195 (1)** A firefighter who may be exposed to an oxygen deficient atmosphere or to harmful concentrations of air contaminants when engaged in structural fire-fighting shall wear positive-pressure self-contained respiratory protective equipment that complies with or exceeds the latest version of NFPA standard NFPA 1981, “Standard on Open-Circuit Self-Contained Breathing Apparatus for the Fire Service”, together with a protective hood that complies with or exceeds the requirements in the latest version of NFPA standard NFPA 1971, “Standard for Protective Ensemble for Fire Fighting”.

Subsection 195(1) amended: O.I.C. 2004-14, N.S. Reg. 4/2004; O.I.C. 2013-65, N.S. Reg. 53/2013.

(2) An employer shall ensure that a firefighter who is wearing self-contained respiratory protective equipment when engaged in structural fire-fighting is accompanied by another firefighter similarly equipped and having the same air capacity.

Subsection 195(2) amended: O.I.C. 2004-14, N.S. Reg. 4/2004.

(3) An employer shall ensure that self-contained respiratory protective equipment used by a firefighter when engaged in structural fire-fighting is equipped with a personal distress alarm device that complies with or exceeds the latest version of NFPA

standard NFPA 1982, "Standard on Personal Alert Safety Systems (PASS)".

**Subsection 195(3) amended: O.I.C. 2000-130, N.S. Reg. 52/2000; O.I.C. 2004-14, N.S. Reg. 4/2004; O.I.C. 2013-65, N.S. Reg. 53/2013.**

**196** An employer shall ensure that firefighters receive annual quantitative fit testing of their self-contained respiratory protective equipment.

**Section 196 replaced: O.I.C. 2000-130, N.S. Reg. 52/2000.**

### **Body harnesses and safety ropes**

**197 (1)** In this Section and Sections 198 and 199,

(a) "body harness" means a harness consisting of leg and shoulder straps and an upper back suspension unit that will distribute and reduce the impact force of any fall; and

(b) "confined space" means a confined space as defined in subsection 129(1).

(2) A firefighter entering a confined space for the purposes of rescue shall wear a body harness that complies with or exceeds the latest version of NFPA standard NFPA 1983, "Standard on Fire Service Life Safety Rope and System Components", and self-contained respiratory protective equipment that complies with or exceeds the latest version of NFPA standard NFPA 1981, "Standard on Open-Circuit Self-Contained Breathing Apparatus for the Fire Service".

**Subsection 197(2) amended: O.I.C. 2013-65, N.S. Reg. 53/2013.**

**198 (1)** An employer shall ensure that ropes and associated body harnesses and hardware used by a firefighter for structural fire-fighting or rescue purposes comply with or exceed the latest version of NFPA standard NFPA 1983, "Standard on Fire Service Life Safety Rope and System Components".

**Subsection 198(1) amended: O.I.C. 2013-65, N.S. Reg. 53/2013.**

(2) When working from an aerial device, as defined in subsection 201(1), a firefighter engaged in structural fire-fighting or rescue shall use a body harness that complies with or exceeds the latest version of NFPA standard NFPA 1983, "Standard on Fire Service Life Safety Rope and System Components".

**Subsection 198(2) amended: O.I.C. 2013-65, N.S. Reg. 53/2013.**

(3) Despite subsection (1) or (2), or any provision of Part 21: Fall Protection or Part 23: Scaffolds and Other Elevated Work-platforms, of the *Workplace Health and Safety Regulations* made under the Act, in a situation where those Parts require the use of a body harness or associated ropes and hardware that complies with a different standard than those listed in subsection (1) or (2), it is permissible to use equipment that meets the applicable requirements of subsection (1) or (2) or those Parts.

**Subsection 198(3) replaced: O.I.C. 2013-65, N.S. Reg. 53/2013.**

**199** Where a body harness has been worn by a firefighter for structural firefighting or rescue, the employer shall ensure that the body harness is not worn again until it is inspected by a

competent person to ensure all components are in an adequate condition.

**Subsection 199 amended: O.I.C. 2013-65, N.S. Reg. 53/2013.**

### **Portable ladders**

**200 (1)** Where a portable ground ladder is used for structural fire-fighting, an employer shall ensure that it complies with or exceeds the latest version of NFPA standard NFPA 1931, "Standard on Design of and Design Verification Tests for Fire Department Ground Ladders", and is used, maintained and tested in accordance with the latest version of NFPA standard NFPA 1932, "Standard on Use, Maintenance and Service Testing of Fire Department Ground Ladders".

**Section 200 amended: O.I.C. 2000-130, N.S. Reg. 52/2000; re-designated as subsection 200(1) and amended: O.I.C. 2013-65, N.S. Reg. 53/2013.**

**(2)** Where a portable ground ladder is used in subsection (1), an employer is exempt from the requirement in subsection 150(1).

**Subsection 200(2) added: O.I.C. 2013-65, N.S. Reg. 53/2013.**

### **Aerial devices**

**201 (1)** In this Section, "aerial device" includes an aerial bucket, aerial ladder, elevating platform, aerial ladder platform or water tower that is designed to position personnel, handle materials, provide a means of exit or discharge water, as the case may be.

**(2)** Where an aerial device is used for structural fire-fighting, an employer shall ensure that it

**(a)** complies with or exceeds the latest version of NFPA standard NFPA 1914, "Standard for Testing Fire Department Aerial Devices", or Underwriters' Laboratories of Canada standard ULC S515, "Automobile Fire Fighting Apparatus"; or

**Clause 201(2)(a) amended: O.I.C. 2013-65, N.S. Reg. 53/2013.**

**(b)** is certified in writing by an engineer as being safe to elevate a firefighter to a work site above ground when used for structural fire-fighting purposes.

### **Battery powered lights**

**202** An employer shall ensure that each fire truck is equipped with 2 portable intrinsically safe hand lights, each of which is powered with at least a 6-volt battery.

**Section 202 amended: O.I.C. 2000-130, N.S. Reg. 52/2000.**

### **Industrial firefighters**

**203 (1)** Where an employer establishes an internal fire-fighting unit at its place of business, the employer shall ensure that industrial firefighters designated to take part in fire-fighting activity have received adequate training.

**Subsection 203(2) repealed: O.I.C. 2013-65, N.S. Reg. 53/2013.**

- (3) An industrial firefighter shall not engage in structural fire-fighting beyond the incipient stages unless wearing and using the personal protective equipment required by Sections 191 to 199.
- (4) An employer shall ensure that beyond the incipient stages of a fire, fire-fighting by industrial firefighters conforms to the latest version of NFPA standard NFPA 600, "Standard on Industrial Fire Brigades".

Subsection 203(4) amended: O.I.C. 2000-130, N.S. Reg. 52/2000; amended: O.I.C. 2013-65, N.S. Reg. 53/2013.

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Last updated: 10-12-2017

**Region of Queens Municipality Regular Council**  
**TUESDAY, FEBRUARY 23, 2021**  
**6:00 P.M.**

**MINUTES**

**PRESENT:** Mayor Darlene Norman, Chair  
Deputy Mayor Kevin Muise  
Councillor Ralph Gidney  
Councillor Maddie Charlton  
Councillor Vicki Amirault  
Councillor Jack Fancy  
Councillor David Brown  
Councillor Carl Hawkes  
Chris McNeill, CAO  
Christine Watson, Admin. Assistant – Planning & Development

**1.0 CALL TO ORDER**

Mayor Norman called the meeting to order at 6:00 p.m.

**2.0 CHANGES/APPROVAL OF AGENDA**

**It was moved by Councillor Brown and seconded by Councillor Amirault that the Agenda be approved as circulated.**

**MOTION CARRIED unanimously.**

**3.0 PRESENTATIONS**

3.1 Queens County Museum – Peter Leslie and Linda Rafuse

Mayor Norman welcomed Peter Leslie, Chairman – Board of Trustees, and Linda Rafuse, Director – Queens County Museum to council (copy of presentation attached to original set of Minutes).

Some highlights included:

- Who we are – Queens County Historical Society, Queens County Museum Board of Trustees, Queens County Museum and Queens Museum of Justice
- Other entities – Perkins House, Milton Blacksmith Shop
- Queens County Historical Society – The Society was founded in 1929. Their object is to collect and preserve all documents, etc. for the history of the county.
- Board of Trustees – Members are appointed by the Historical Society and oversee the operation of the Museum.

- Queens County Museum – Is one of 63 museums across the province.
  - Promotes history and awareness. The museum catalogues and maintains a collection of historical artifacts, interprets the history, maintains genealogy archives and provide research support, and maintains archivs of information of general interest.
  - Activities for the public – Easter celebration, Halloween, Christmas Festival of Trees and Dickensville.
  - Museum building – Built in 1980 by the Province and Queens Historical Society.
- Queens Museum of Justice – Operates under the auspices of the Museum, is leased from RQM and is funded by donations.
- Milton Blacksmith Shop – Began as an entity of the Milton Heritage Society in early 1980's to preserve the shop which was built in 1903. The building is owned and maintained by RQM.
- Perkins House – Originally purchased by Historical Society in 1934 and turned over to the Province in early 1940's. Opened as a museum in 1957 and is run by the Historical Society which is fully funded by the Province. Transportation and Infrastructure Renewal maintains the building.
- Queens County Museum – Annual expenses of \$110,000 (30% from Nova Scotia's Community Museum Assistance Program, 4% from RQM (\$5,000), 9% from gift shop, 4% donations, 45% from Perkins House, 5% other services).
- Covid Funding – Reduced or non-existent during Covid. Local museums could not qualify for federal funding and no provincial funding yet this year for local museums).
- Future Plans
  - Working on plans for an expansion of the museum site for new exhibit galleries and collection storage.
  - Focus on Mi'kmaq and Black communities and special focus on the Port of Privateers and Liverpool's privateering heritage.
  - Funded federally and provincially and through donations.

Mayor Norman thanked Peter and Linda for their presentation.

#### **4.0 TABLING OF PETITIONS**

There were no petitions to come before this meeting.

## 5.0 PUBLIC QUESTION/COMMENT SESSION

David Huskins, 160 Church Street, Liverpool – Mr. Huskins enquired who enforces parking in winter, i.e. having vehicles moved. Chris McNeill, CAO, stated this issue is the responsibility of the RCMP to enforce the MVA.

Leah Clattenburg, 10 Rose Lane, Hunts Point – Ms. Clattenburg stated she is a grade 7 student at the South Queens Middle School. She thanked RQM for writing to the Minister of Environment and asking for further water quality tests to be done on the Mersey River. She further stated that she understands that from the Minister's response that RQM would need to take the lead on testing to find the sources of bacteria in the Mersey River. A Zoom meeting is scheduled for Monday, March 1 with Bernadette Jordan and enquired if RQM can provide steps for further testing. She also enquired if RQM will attempt to seek the source of contamination. Mayor Norman noted the Minister's response stated Department of Environment may provide guidance upon request. Department of Environment provides guidance to local organizations such as Bluenose Coastal Action Centre.

Mayor Norman added that as a group, if you wish to push the project along, Department of Environment would assist you in where the water tests should be done, e.g. outfalls, etc. David Clarke's information was provided. The response does not say specifically that it is RQM's responsibility to test rivers or lakes for levels of bacteria. RQM looks after its own systems. The outfall at the end of Waterloo Street is our responsibility and we have re-applied for funding from the federal and provincial governments.

Also stated in the Minister's letter, is that it is very difficult for them to go on homeowners' property and the need for complaints before they can. It is the homeowners' responsibility to have working septic systems.

Jill Leuschner, 452 East Berlin Road, East Berlin – Ms. Leuschner enquired if RQM knew the cost for testing? Mayor Norman stated she did not. Ms. Leuschner further enquired if there are grants available for testing. Mayor Norman instructed her to contact Bluenose Coastal or speak to David Clarke.

Ms. Leuschner stated as per the Minister's letter, only a NSE Inspector can test for malfunctioning sewer systems, but first must be provided with grounds in order to investigate, and asked with the results from their water testing, why would that not be enough reasonable grounds for further testing. How would you know if the system was malfunctioning? Mayor Norman advised her to direct her questions to the Minister of Environment, whereas this was his response, or direct them to David Clarke as it is not RQM's jurisdiction to investigate malfunctioning sewer systems.

Ms. Leuchner further stated she felt RQM should be more involved and will be getting in touch with Bluenose Coastal Action for costs for testing and if the testing is something that they can do on their own.

Chief Moyal Conrad, Greenfield Fire Department, 4960 Medway River Road – Chief Conrad stated he and his fellow Chiefs were present as the EMO MOU for Comfort Centre was going to be untabled. This has been worked on for the last year or two. They attended a meeting of Emergency Services and agreed to the contract.

He further stated he wanted everyone to know that there has been heartache for all and will back the outcome of tonight's decision the best they can. The departments will always be available to the residents.

## **6.0 APPROVAL OF MINUTES**

6.1 Regular Council – February 9, 2021

**It was moved by Councillor Hawkes and seconded by Councillor  
Gidney:**

**THAT the minutes of the Regular Council meeting held February  
9, 2021 be approved as circulated.**

**MOTION CARRIED unanimously.**

## **7.0 DANGEROUS OR UNSIGHTLY PREMISES**

There were no items to come before this meeting.

## **8.0 ECONOMIC DEVELOPMENT**

There were no items to come before this meeting.

## 9.0 CORPORATE SERVICES

### 9.1 EMO Memorandum of Understanding for Comfort Centre

**It was moved by Councillor Charlton and seconded by Councillor Hawkes:**

**THAT the motion made at the January 12, 2021 meeting that reads as follows be untabled:**

**THAT Council of the Region of Queens Municipality approve the draft Memorandum of Understanding (MPU) Respecting the Use of Community Facilities as a Municipal Comfort Centre or Municipal Emergency Shelter during an Emergency;**

**AND FURTHER THAT Council authorize the Mayor and Chief Administrative Officer to enter into any agreements related to this MOU with appropriate local community organizations that are interested.**

**MOTION CARRIED unanimously.**

Mayor Norman stated at the recent emergency services meeting, the Fire Chiefs requested that two changes be made to the MOU.

1. This agreement be reviewed on an annual basis by Council.
2. In cases where the reasonable costs of providing this service exceeds the daily rate, a facility owner may submit a receipt for consideration of reimbursement by the Municipality.

Consensus was given by Council to add these two items to the MOU.

**MOTION CARRIED unanimously.**

### 9.2 Bylaw No. 7 – A Bylaw Prohibiting Certain Noises

Councillor Brown stated he has received a number of calls from residents that have asked that this policy be changed. This policy is 24 years old. We have quiet hours now from 12 Midnight to 6 a.m. It only covers noises created by stereos, music instruments, etc. but doesn't cover any other noise. It doesn't talk about the quality of life around someone making a noise and is out of line with other areas around the province. Many have 8-hours quiet time, which is what is recommended by the Department of Health.

The majority of districts in Halifax, Kings, Shelburne, Digby, Lunenburg, Yarmouth all have limits on decibels that reach adjoining properties.

When residents call with a complaint about noise, they're told the Bylaw is unenforceable as we don't have a Bylaw that has any quantitative levels in it or any other noises besides stereos or loud speakers. Councillor Brown would like to see staff research and bring back a recommendation to update the Bylaw.

Councillor Charlton agreed with Councillor Brown as many of the Councillors have been receiving noise complaints and agreed that the Bylaw is outdated.

Mayor Norman, in consultation with Mr. McNeill, stated there have been very few complaints about noise since the beginning of RQM, which has been 24 years.

She further stated do we fix one property which is disturbing the peace by changing a Bylaw? We can give direction to staff if we wish them to examine other municipal Bylaws, enquire if they work, if they're enforceable, prior to changing the Bylaw. Amending bylaws requires legal advice as well as approval from the Province. Should staff work with RCMP to determine if the issues are disturbances of the peace, which matters often are?

Councillor Gidney stated in reviewing other municipal bylaws, the time changes from week to weekends. If we are experiencing this in one area, then we need to fix it.

Councillor Hawkes concurred with Councillor Gidney, and suggested having a decibel level after 10 p.m.

Mr. McNeill advised Councillors to use caution when reviewing other municipal bylaws. He reached out to some municipalities to see if any had issued tickets under a noise bylaw, and even with them in place, they are not enforcing them. With respect to decibels, a commercial grade meter would be required, and if in court, they need to meet standards, be serviced and maintained and the readings need to be verified that they are correct and accurate. There would be a need to provide one for each of the RCMP vehicle as well as our Bylaw Enforcement Officer. The decibel levels are also problematic.

He suggested that the RCMP be contacted for issues of disturbing the peace. In discussions with them, it's not a problem with the Bylaw, they simply do not want to prosecute someone and give them a criminal record for disturbing the peace for playing loud music. They would prefer we enforce a rule under our Bylaw which doesn't give a criminal record.

Direction was given to staff to rewrite the Bylaw and include the suggested time of 11 p.m. to 7 a.m. for quiet time, include decibel readers and bring back to Council for review.

9.3 Council Chamber Audio and Video Upgrade Options

**It was moved by Deputy Mayor Muise and seconded by Councillor Amirault:**

**THAT Council of Region of Queens Municipality engage the services of Catalyst Consulting Engineers to design the proposed new council chamber audio video layout and request for proposal programs and oversee its implementation;**

**AND THAT authorization be given for staff to oversee this process at a cost of up to \$10,000 including expenses plus HST, to be funded as an unfunded liability from the 2020-2021 operating budget.**

Councillor Gidney enquired if the cost of \$10,000 was inclusive for the project. Mr. McNeill stated they will determine the size of table needed, accessibility features, electrical, the number of speakers and where they need to be for the best acoustics. They'll prepare an RFP with all the specs, i.e. number of mics, TV screen, etc. and then it will go to tender. When received, they will sit with us for review and provide their opinion on who will provide us with the best setup. They will oversee the contractor to the end.

Councillor Gidney stated that he had contacted three companies from Halifax who will do a site visit and see what we need with no cost involved. They would come in and tell us what they have, what they're going to do, the price and then go from there.

Mr. McNeill further explained that we are paying someone to give us their independent opinion versus going out and giving a company an untendered contract. It has to go to public tender as it's the law. It would be difficult for us to choose as we do not have the expertise so we need someone with the experience and knowledge to analyze and assess what is best for us.

Mayor Norman stated this is the process that Council agreed to; to hire an independent consultant and what the price would be.

**MOTION CARRIED with 7 in favour, 1 against.**

## **10.0 ENGINEERING & PUBLIC WORKS**

There were no items to come before this meeting.

## **11.0 FINANCE**

### 11.1 Administrative Policy 9 – Tax Exemptions

**It was moved by Councillor Charlton and seconded by Deputy Mayor Muise:**

**THAT Council of the Region of Queens Municipality approve Administrative Policy 9 respecting Tax Exemptions.**

Mallory Plummer, Manager of Finance, stated instead of bringing this Policy to Council for approval every year and putting in an actual exemption amount, we are proposing to change the Policy so that every year we can use the March guaranteed income supplement, which is what we use. The Policy can be brought back to Council if the supplement is changed.

**MOTION CARRIED unanimously.**

## **12.0 RECREATION AND HEALTHY COMMUNITIES**

There were no items to come before this meeting.

## **13.0 PLANNING**

### 13.1 Quit Claim Deed, Land off Brooklyn Shore Road in Brooklyn

**It was moved by Councillor Amirault and seconded by Deputy Mayor Muise:**

**THAT Region of Queens Municipality amend a previously approved motion of December 8, 2020 which states:**

**THAT the Region of Queens Municipality agrees to grant a Quit Claim Deed to Robert Dexter for any interest that the Municipality may have in property identified as PID #70243837;**

**AND THAT this transaction be subject to Robert Dexter becoming owner of adjacent parcel identified as PID #70088919, or a portion thereof;**

**AND THAT all costs incurred in this transaction be borne by Robert Dexter.**

**By replacing the name "Robert Dexter" with "Glen Dexter" and removing the second clause of the motion.**

Mike MacLeod, Director of Planning & Development, stated Council approved a quit claim deed to Robert Dexter for the parcel of land that abutted his mother's property, Phyllis Dexter. Through a grant of probate, the parcel of land is in Glen Dexter's name. Both Robert and Glen have approached RQM that instead of Robert acquiring the land that it be conveyed to Glen. In order to do that we need to amend the motion. It is the same intent as what was approved.

**MOTION CARRIED with 7 in favour, and 1 absent, and reads as follows:**

**THAT the Region of Queens Municipality agrees to grant a Quit Claim Deed to Glen Dexter for any interest that the Municipality may have in property identified as PID #70243837;**

**AND THAT all costs incurred in this transaction be borne by Glen Dexter.**

#### **14.0 REPORTS**

- 14.1 Selection of Two Representative Volunteers for Provincial Volunteer Awards Ceremony

**It was moved by Councillor Brown and seconded by Councillor Charlton:**

**THAT the Council of Region of Queens Municipality select Kendra Shot and Ron Shupe as the Region of Queens Municipality's 2021 Volunteers of the Year.**

Heather Cook, Communications & Engagement Coordinator, stated each year there is a provincial volunteer ceremony held in Halifax in April. This year it will be held virtually because of Covid. Each municipality picks volunteers of the year which is a once in a lifetime award. RQM gets to pick two because of the amalgamation. The volunteers are nominated through the Ripple Effect for recognition throughout the year.

The previous Council had concerns on how we pick the volunteers, so the names are draw so everyone is on the same playing level.

Mayor Norman drew the names.

**MOTION CARRIED unanimously.**

14.2 Council Implementation Report

There were no items from the Report to be discussed.

**15.0 IN-CAMERA ITEMS**

**It was moved by Councillor Amirault and seconded by Councillor Hawkes that the proceedings go In-Camera at 7:25 p.m. to discuss the following:**

- 15.1 Litigation**
- 15.2 Security of Municipal Property**
- 15.3 Contract Negotiations**

**MOTION CARRIED unanimously.**

Mayor Norman announced a 5-minute recess at 7:25 p.m.

**It was moved by Councillor Brown and seconded by Councillor Hawkes that the proceedings exit In-Camera at 7:55 p.m.**

**MOTION CARRIED unanimously.**

**16.0 ADJOURNMENT**

The meeting adjourned at 7:55 p.m.

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Mayor Darlene Norman, Chair

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Chris McNeill, CAO

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Christine Watson, Administrative Assistant – Planning & Development

Date Approved: \_\_\_\_\_

**Region of Queens Municipality  
Mayor's Report**

**To: Council**

**From: Chris McNeill**

**Date: March 9, 2021**

**Re: Appointment to Diversity and Inclusion Action Team**

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**BACKGROUND**

On November 10, 2020, Council made appointments to the various standing and advisory committees that it hosts in-house or appoints representatives to externally. During that meeting, eight representatives were appointed to create the newly formed Diversity and Inclusion Action Team. Since the initial meeting, one member has had to resign due to other commitments.

**DETAILS**


The Action Team is comprised entirely of community representatives that are community members at risk of exclusion or work with people who are at risk of exclusion.

Recently, a new application has been received to join the Action Team and there is an open spot. The application is from a person who works in our education system in North Queens with students at risk of exclusion.

**APPLICABLE LEGISLATION**

Section 24 of the *Municipal Government Act* states that:

(1) The council may establish standing, special and advisory committees.



(2) Each committee shall perform the duties conferred on it by this Act, any other Act of the Legislature or the by-laws or policies of the municipality.

(3) The council may appoint persons who are not members of the council to a committee and may establish a procedure for doing so.

### **BUDGT IMPACTS**

All members of Committees, including public members, are reimbursed for reasonable out of pocket expenses related to their participation on committees and mileage to attend meetings.

### **RECOMMENDATION**

**THAT** Council of the Region of Queens Municipality appoint Phil Prendergast to the Diversity and Inclusion Action Team for a term to expire on October 31, 2022.

### **COMMUNICATIONS**

Upon approval of this recommendation, a letter informing the applicant of their appointment will be sent.

**Region of Queens Municipality  
Staff Report**

**To: Council**  
**From: Scott LeBlanc**  
**Date: March 9, 2021**  
**Re: Solid Waste Collection Tender SW-01-21**

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**BACKGROUND**

Tenders for Curbside and Municipal Garbage Box Collection of solid waste were opened on February 10, 2021.

**DETAILS**

One Tender was received; GE All Trucking Limited for a five-year total of \$3,997,991.66 + HST. The overall increase is 30.21% and is significant as compared to the previous five-year contract amount. GE All Trucking is the current collection contractor and has given good service.

**BUDGET IMPACTS**

Applicable solid waste budget items have been projected using the pending Solid Waste Collection Tender amounts.

**RECOMMENDATION**

That Council of Region of Queens Municipality Award Tender No. SW-01-21 for the Collection of Solid Waste from April 1, 2021 – March 31, 2026 to GE All Trucking Limited for the total contract price of \$3,997,991.66, excluding HST.

**COMMUNICATIONS**

GE All Trucking will be advised following approval from Council.

**Region of Queens Municipality  
Staff Report**

**To: Council**

**From: Scott LeBlanc**

**Date: March 9, 2021**

**Re: Solid Waste Transfer Tender SW-02-21**

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**BACKGROUND**

Tenders for a five-year contract to transfer residual solid waste from Yarmouth, Clare and Digby Transfer Stations to Region of Queens Solid Waste Management Facility were opened on February 10, 2021.

**DETAILS**

One Tender was received; GE All Trucking Limited. The Tender price will result in a significant increase of 30.57% compared to the previous 12-month period. GE All Trucking is the current contractor and has given good service.

**BUDGET IMPACTS**

Applicable solid waste budget items have been projected using the pending Solid Waste Transfer Tender amounts.

**RECOMMENDATION**

That Council of Region of Queens Municipality Award Tender No. SW-02-21 for the Transfer of Residual Solid Waste from Yarmouth, Clare and Digby Transfer Stations to Region of Queens Solid Waste Management Facility from April 1, 2021 – March 31, 2026 to GE All Trucking Limited for the quoted unit price as set out in the Form of Tender in Tender No. SW-02-21.

**COMMUNICATIONS**

GE All Trucking will be advised following approval from Council.

**Region of Queens Municipality  
Staff Report**

**To: Council**  
**From: Scott LeBlanc**  
**Date: March 9, 2021**  
**Re: Organic Materials Agreements**

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**BACKGROUND**

Contracts for organic materials originating from Municipality of the District of Shelburne, Town of Shelburne and Town of Lockeport, which will be received at Region of Queens Organics Transfer Facility and then transferred to a processing facility in Kings County are being renewed on April 1, 2021 for a four-year term.

**DETAILS**

These contracts were extended by the former Shelburne Shared Services in 2020 for one year due to re-structuring with the result being separate contracts this year for Municipality of the District of Shelburne, Town of Shelburne and Town of Lockeport. The contracts will expire the same time as existing contracts with Municipality of the District of Barrington and Town of Clarks Harbour which were renewed in 2020 for five year terms expiring on March 31, 2025.

**BUDGET IMPACTS**

Applicable solid waste budget items have been projected using the pending Organic Materials Agreements.

**RECOMMENDATION**

That Council of Region of Queens Municipality approve Organic Materials Agreements with the Municipality of the District of Shelburne, Town of Shelburne and Town of Lockeport.

**COMMUNICATIONS**

Municipality of the District of Shelburne, Town of Shelburne and Town of Lockeport will be advised following approval from Council.

THIS AGREEMENT MADE THIS        DAY OF        A.D., 2021.

**BETWEEN:**

**Region of Queens Municipality**, a municipal corporation incorporated under the laws of the Province of Nova Scotia and having its office in Liverpool in the Province of Nova Scotia, hereinafter called "**Queens**".

**-and-**

**Municipality of the District of Shelburne**, a municipal corporation incorporated under the laws of the Province of Nova Scotia having its office in Shelburne in the County of Shelburne in the Province of Nova Scotia, hereinafter referred to as "**Municipality of Shelburne**".

**WHEREAS** Queens owns and operates, within the Region of Queens Municipality and Province of Nova Scotia, an organic transfer facility – hereinafter call the "**Queens Transfer Station**";

**AND WHEREAS** Municipality of Shelburne is desirous of delivering for transfer, acceptable Organic Materials generated within its jurisdiction, at the said Queens Transfer Station;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of mutual covenants and agreements, herein contained to be observed and performed, the parties hereto covenant and agree one with the other as follows:

**Definitions:**

1. In this agreement:
  - a) "**Composting Facility**" means:
    - i) The facility where Organics Material is processed for composting having been transferred from the Queens Transfer Station.
  - b) "**Contracted Hauler**" means:
    - i) Municipality of Shelburne's own forces or a contractor who is under contractual agreement with Municipality of Shelburne to deliver Organic Material to the Queens Transfer Station.
  - c) "**Contamination**" means:
    - i) Organic Material containing non-compliant material
  - d) "**Non-compliant Material**" means:
    - i) All such materials that are not listed in Schedule "A".
    - ii) Non-Organic and Non-Compostable Material
    - iii) Non-biodegradable bags or containers
  - e) "**Organic Material**" means:
    - i) Those materials listed in Schedule A, to be transferred through the Queens Transfer Station and which is generated within the jurisdictions of Municipality of Shelburne;
  - f) "**Queens Solid Waste Facility**" means:
    - i) A municipal solid waste disposal site operated by Queens located within the Region of Queens Municipality.

**Organic Material Acceptance:**

2. Queens shall accept from Municipality of Shelburne, at the Queens Transfer Station, Organic Materials as defined in this Agreement.
  - a) Municipality of Shelburne confirms that it has in existence, and undertakes and agrees to continue to fully participate in, a comprehensive organics diversion program having as its object the proper separation of clean organic material that is free of non-compliant materials.
  - b) Queens, in consultation with Municipality of Shelburne and mutually agreed, may change the list of Organic Materials in Schedule A.
  - c) Notwithstanding Clause 2(b), the list of Organic Materials in Schedule A may require alterations without Municipality of Shelburne's approval in consideration of the Composting Facility's requirements.
  - d) Municipality of Shelburne agrees to provide Queens an opportunity for input on education materials to ensure accurate messaging on acceptable organic material.
3. Queens may require from Municipality of Shelburne periodic audits of loads of organic material to confirm compliance with a comprehensive organics diversion program as well as non-compliant waste restrictions.

**Delivery Requirements:**

4. Organic Materials shall be delivered as loose, unbound and free of non-compliant material, and shall not be contained within non-biodegradable bags or containers.

**Fees:**

5. For Organic Material, Municipality of Shelburne shall pay to Queens a fee per metric tonne (plus HST if applicable) which shall be the sum of the following;
  - a) \$7.00 per metric tonne surcharge for administration, contamination sort, general handling and loading;
  - b) The applicable fee for the trucking of Organic Material from the Queens Transfer Station to a composting facility;
  - c) The applicable fee for the processing of the Organic Material at a Composting Facility.
    - (i) The applicable fee shall be the fee charged to Queens by a Composting Facility.
      - (i.i) The applicable fee may vary from month to month in consideration of the varying fee structure a Composting Facility may implement from time to time.
      - (i.ii) Queens shall have authority to alter the location of a Composting Facility in consideration of the following:
        - (i.ii.a) A Composting Facility's fee structure; and / or
        - (i.ii.b) The list of Organic Material a Composting Facility accepts; and / or
        - (i.ii.c) The trucking cost in conjunction with the Composting Facility's fee structure.
6. Organic Material originating in Municipality of Shelburne and delivered to the Queens Transfer Station by Municipality of Shelburne's Contracted Haulers shall be invoiced to Municipality of Shelburne with all other Organic Material

originating in Municipality of Shelburne and delivered to the Queens Transfer Station invoiced to the individual hauler.

- 7. Queens shall weigh all loads of Organic Material delivered to the Queens Transfer Station by Municipality of Shelburne and such weights shall be deemed to be final and conclusive. Queens will provide a summary of the individual loads, including the weights thereof, to Municipality of Shelburne along with the applicable invoice.
- 8. Queens shall invoice Municipality of Shelburne the appropriate sum on or about the last business day of each month, with such payment to be due within thirty (30) days of the billing date. Interest will be applicable at the rate charged by policy set by the Council of Queens for all overdue accounts receivable to Queens.

**Term:**

- 9. This agreement shall commence on the 1<sup>st</sup> day of April 2021 and shall terminate as of March 31<sup>st</sup>, 2025 – although it may be extended further at any time up to January 31<sup>st</sup>, 2025 by written agreement of both parties on terms to be negotiated.

**Deliveries:**

- 10. Municipality of Shelburne agrees that its deliveries to the Queens Transfer Station shall normally be restricted to the following hours:

Monday through Friday from 8:00 a.m. until 4:00 p.m.; and  
Saturdays from 8:00 a.m. to 2:00 p.m.

all of which is subject to the schedule of Holidays listed in this agreement and all of which is also subject to waiver by Queens, upon request in advance, and such waiver evidenced in writing for the record.

- 11. Notwithstanding the foregoing clause, Queens will consider accepting a delivery between 4:00 p.m. and 5:00 p.m. provided that a request by telephone has been received before 2:30 p.m. of the same day.
- 12. Further notwithstanding the foregoing, a delivery may be accepted after 5:00 p.m. on the same condition, but in that case, Municipality of Shelburne shall be billed for all extra costs incurred by Queens for overtime or other wages, benefits and salaries as a result of this late delivery.
- 13. The Holidays observed at the Queens Transfer Station are as follows:

New Years Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Canada Day

Should any such holiday fall on a Saturday or Sunday, the next following Monday shall be the day observed.

Should Region of Queens Municipality determine that another holiday will be observed at the Queens Transfer Station, or should Region of Queens Municipality become legally required to observe another holiday at the Queens Transfer Station, during the term of this contract, Region of Queens Municipality will provide notice in writing no less than sixty (60) days in advance of the observance of such a holiday.

- 14. Notwithstanding the foregoing clause, Queens will accept a delivery on a Holiday as listed above provided that a written request has been received by Queens a minimum of 7 calendar days before the said Holiday and, in such a case, Municipality of Shelburne shall be billed for all extra costs incurred by

Queens, including overtime or other wages, benefits and salaries, for operating the Queens Transfer Station on that day.

15. Organic Material loads shall be delivered to the Queens Transfer Station in vehicles that are watertight and sealed to prevent the escape or seeping of any liquids.
16. Organic Material shall be delivered to the Queens Transfer Station within two (2) days after collection such as to prevent the anaerobic decomposition of this material.
17. Organic Material shall be delivered to, and unloaded at, the location as directed by officers or employees of Queens who may, from time to time, be in charge of the Queens Transfer Station.
18. Municipality of Shelburne shall be responsible for off-loading of its Organic Materials, regardless of what difficulties are encountered – provided that such difficulties are not the fault of Queens.
19. Municipality of Shelburne, its employees, agents or contractors, shall at all times ensure that the performance of its obligations under this agreement does not create, in the Region of Queens, any odour, litter, noise or other adverse environmental effect in an amount sufficient to amount to a breach of any applicable law or bylaw.
20. Municipality of Shelburne shall be responsible for the dissemination of any information required to inform its officers, servants, agents, employees, contractors of the requirements of utilizing the Queens Transfer Station.

**Contamination:**

21. Municipality of Shelburne agrees to make all reasonable efforts – through enactment of bylaws, public education, waste inspection and enforcement – to limit the quantity of Contamination contained in deliveries to the Queens Transfer Station.
22. In the event that Queens determines that a load from Municipality of Shelburne does contain excessive amount of contamination, in addition to providing a Notice of Default to Municipality of Shelburne, Queens may reject the entire load and demand, by way of formal Notice, that Municipality of Shelburne clean up and/or remove, in its entirety, any material unloaded from that load.
23. Municipality of Shelburne shall take action to comply with any such Notice within a reasonable length of time.
24. Acceptance by Queens of a delivery does not absolve or relieve Municipality of Shelburne of full responsibility, including, but not limited to, costs of compliance and costs of any remedial action required pursuant to any directive or order from any governing regulatory body should it be determined within a period of ninety (90) days following delivery - that some or all of the materials delivered by Municipality of Shelburne is prohibited from being handled at the Queens Transfer Station, processed at the Composting Facility or disposed of in the Queens Solid Waste Facility.
25. Queens shall have the right to reject any and all deliveries pursuant to any order or directive imposed by any governing regulatory body.

**Disruption Beyond Control of Queens:**

26. In the event of any natural or other catastrophe beyond the control of the parties such as, but not limited to, fire, flood, earthquake, tornado, lightening, hurricane, strike, failure of major equipment, pandemic, shut down order from a regulatory body or the provincial or federal government, or the like which render the performance of other parties respective obligations under this

agreement impossible, the parties shall be relieved of such obligations for the duration of that event.

**Applicable Laws:**

27. This contract shall be construed in accordance with the laws of Nova Scotia.

**Insurance:**

28. Both parties shall have in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence for any damage that may be caused by either party or its respective agents, employees, or contractors.
29. Both parties shall ensure that any of its agents and/or its contractors utilizing the Queens Transfer Station has in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Three Million Dollars (\$3,000,000.00) per occurrence.
30. Both parties have the right to require production of any such policies within fifteen (15) days of providing written Notice of such request to the other.
31. The amount of Insurance required is open to upward revision, based on reference to industry standards, every 2<sup>nd</sup> anniversary of this agreement.

**Arbitration or Mediation:**

32. Any dispute respecting the interpretation of any term or provision of this Agreement, or any matter whatsoever relating to this Agreement, shall be resolved by mediation, and failing resolution by mediation, then by arbitration, in accordance with the *Commercial Arbitration Act*.

**General:**

33. Municipality of Shelburne shall provide Queens, prior to February 1<sup>st</sup> of each year, a projection of the number of tonnes of Organic Material, as defined herein, that Municipality of Shelburne anticipates to be shipped to the Queens Transfer Station during the subsequent fiscal year.
34. Municipality of Shelburne agrees during the term of this agreement not to deliver Organic Material to any other processing or handling facility whether located inside or outside the jurisdiction of Municipality of Shelburne.
35. This agreement contains the entire agreement between the parties and completely and fully supersedes all other understandings and agreements between the parties with respect to the transactions addressed in this agreement.

**Notices:**

36. Any Notice of default to be given by any party shall be in writing and faxed to the designated officer or employee as noted below followed up by a copy mailed to same, by regular post.
37. Any Notice for Municipality of Shelburne shall be sent to:

Municipality of the District of Shelburne  
136 Hammond Street  
P.O. Box 280  
Shelburne, NS  
BOT 1W0

Attention: Chief Administrative Officer  
Fax #: 1-902-875-1278

38. Any Notice for Queens shall be sent to:

Region of Queens Municipality  
249 White Point Road  
P.O. Box 1264  
Liverpool, Nova Scotia  
B0T 1K0

Attention: Chief Administrative Officer  
Fax #: 1-902-354-7473

39. It is the responsibility of each party to this agreement to keep the notification information listed above current by means of timely written notification to the other, throughout the life of this agreement.

**SIGNED, SEALED AND DELIVERED  
in the presence of**

	(	<b>Region of Queens Municipality</b>
	(	
	(	
_____	(	_____
Witness	(	Mayor
	(	
_____	(	_____
Witness	(	Deputy Clerk

	(	<b>Municipality of the District of Shelburne</b>
	(	
	(	
_____	(	_____
Witness	(	Warden
	(	
_____	(	_____
Witness	(	Chief Administrative Officer

**SCHEDULE "A"**

**ORGANIC MATERIAL**

Food Waste  
Meats, Fish & Bone  
Egg Shells  
Tea Bag & Coffee Grounds  
Vegetable & Fruit Waste  
Soiled, Waxed and/or Wet Paper including  
Soiled Tissue Paper and Paper Napkins  
Soiled Boxboard  
Leaves  
Grass Clippings  
Brush and Twigs



**Organic Material Acceptance:**

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  - a) Shelburne confirms that it has in existence, and undertakes and agrees to continue to fully participate in, a comprehensive organics diversion program having as its object the proper separation of clean organic material that is free of non-compliant materials.
  - b) Queens, in consultation with Shelburne and mutually agreed, may change the list of Organic Materials in Schedule A.
  - c) Notwithstanding Clause 2(b), the list of Organic Materials in Schedule A may require alterations without Shelburne's approval in consideration of the Composting Facility's requirements.
  - d) Shelburne agrees to provide Queens an opportunity for input on education materials to ensure accurate messaging on acceptable organic material.
3. Queens may require from Shelburne periodic audits of loads of organic material to confirm compliance with a comprehensive organics diversion program as well as non-compliant waste restrictions.

**Delivery Requirements:**

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**Fees:**

5. For Organic Material, Shelburne shall pay to Queens a fee per metric tonne (plus HST if applicable) which shall be the sum of the following;
  - a) \$7.00 per metric tonne surcharge for administration, contamination sort, general handling and loading;
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  - c) The applicable fee for the processing of the Organic Material at a Composting Facility.
    - (i) The applicable fee shall be the fee charged to Queens by a Composting Facility.
      - (i.i) The applicable fee may vary from month to month in consideration of the varying fee structure a Composting Facility may implement from time to time.
      - (i.ii) Queens shall have authority to alter the location of a Composting Facility in consideration of the following:
        - (i.ii.a) A Composting Facility's fee structure; and / or
        - (i.ii.b) The list of Organic Material a Composting Facility accepts; and / or
        - (i.ii.c) The trucking cost in conjunction with the Composting Facility's fee structure.
6. Organic Material originating in Shelburne and delivered to the Queens Transfer Station by Shelburne's Contracted Haulers shall be invoiced to Shelburne with all other Organic Material originating in Shelburne and delivered to the Queens Transfer Station invoiced to the individual hauler.

7. Queens shall weigh all loads of Organic Material delivered to the Queens Transfer Station by Shelburne and such weights shall be deemed to be final and conclusive. Queens will provide a summary of the individual loads, including the weights thereof, to Shelburne along with the applicable invoice.
8. Queens shall invoice Shelburne the appropriate sum on or about the last business day of each month, with such payment to be due within thirty (30) days of the billing date. Interest will be applicable at the rate charged by policy set by the Council of Queens for all overdue accounts receivable to Queens.

**Term:**

9. This agreement shall commence on the 1<sup>st</sup> day of April 2021 and shall terminate as of March 31<sup>st</sup>, 2025 – although it may be extended further at any time up to January 31<sup>st</sup>, 2025 by written agreement of both parties on terms to be negotiated.

**Deliveries:**

10. Shelburne agrees that its deliveries to the Queens Transfer Station shall normally be restricted to the following hours:

Monday through Friday from 8:00 a.m. until 4:00 p.m.; and  
Saturdays from 8:00 a.m. to 2:00 p.m.

all of which is subject to the schedule of Holidays listed in this agreement and all of which is also subject to waiver by Queens, upon request in advance, and such waiver evidenced in writing for the record.

11. Notwithstanding the foregoing clause, Queens will consider accepting a delivery between 4:00 p.m. and 5:00 p.m. provided that a request by telephone has been received before 2:30 p.m. of the same day.
12. Further notwithstanding the foregoing, a delivery may be accepted after 5:00 p.m. on the same condition, but in that case, Shelburne shall be billed for all extra costs incurred by Queens for overtime or other wages, benefits and salaries as a result of this late delivery.
13. The Holidays observed at the Queens Transfer Station are as follows:

New Years Day	Labour Day
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Victoria Day	Canada Day

Should any such holiday fall on a Saturday or Sunday, the next following Monday shall be the day observed.

Should Region of Queens Municipality determine that another holiday will be observed at the Queens Transfer Station, or should Region of Queens Municipality become legally required to observe another holiday at the Queens Transfer Station, during the term of this contract, Region of Queens Municipality will provide notice in writing no less than sixty (60) days in advance of the observance of such a holiday.

14. Notwithstanding the foregoing clause, Queens will accept a delivery on a Holiday as listed above provided that a written request has been received by Queens a minimum of 7 calendar days before the said Holiday and, in such a case, Shelburne shall be billed for all extra costs incurred by Queens, including overtime or other wages, benefits and salaries, for operating the Queens Transfer Station on that day.

15. Organic Material loads shall be delivered to the Queens Transfer Station in vehicles that are watertight and sealed to prevent the escape or seeping of any liquids.
16. Organic Material shall be delivered to the Queens Transfer Station within two (2) days after collection such as to prevent the anaerobic decomposition of this material.
17. Organic Material shall be delivered to, and unloaded at, the location as directed by officers or employees of Queens who may, from time to time, be in charge of the Queens Transfer Station.
18. Shelburne shall be responsible for off-loading of its Organic Materials, regardless of what difficulties are encountered – provided that such difficulties are not the fault of Queens.
19. Shelburne, its employees, agents or contractors, shall at all times ensure that the performance of its obligations under this agreement does not create, in the Region of Queens, any odour, litter, noise or other adverse environmental effect in an amount sufficient to amount to a breach of any applicable law or bylaw.
20. Shelburne shall be responsible for the dissemination of any information required to inform its officers, servants, agents, employees, contractors of the requirements of utilizing the Queens Transfer Station.

**Contamination:**

21. Shelburne agrees to make all reasonable efforts – through enactment of bylaws, public education, waste inspection and enforcement – to limit the quantity of Contamination contained in deliveries to the Queens Transfer Station.
22. In the event that Queens determines that a load from Shelburne does contain excessive amount of contamination, in addition to providing a Notice of Default to Shelburne, Queens may reject the entire load and demand, by way of formal Notice, that Shelburne clean up and/or remove, in its entirety, any material unloaded from that load.
23. Shelburne shall take action to comply with any such Notice within a reasonable length of time.
24. Acceptance by Queens of a delivery does not absolve or relieve Shelburne of full responsibility, including, but not limited to, costs of compliance and costs of any remedial action required pursuant to any directive or order from any governing regulatory body should it be determined within a period of ninety (90) days following delivery - that some or all of the materials delivered by Shelburne is prohibited from being handled at the Queens Transfer Station, processed at the Composting Facility or disposed of in the Queens Solid Waste Facility.
25. Queens shall have the right to reject any and all deliveries pursuant to any order or directive imposed by any governing regulatory body.

**Disruption Beyond Control of Queens:**

26. In the event of any natural or other catastrophe beyond the control of the parties such as, but not limited to, fire, flood, earthquake, tornado, lightening, hurricane, strike, failure of major equipment, pandemic, shut down order from a regulatory body or the provincial or federal government, or the like which render the performance of other parties respective obligations under this agreement impossible, the parties shall be relieved of such obligations for the duration of that event.

**Applicable Laws:**

27. This contract shall be construed in accordance with the laws of Nova Scotia.

**Insurance:**

28. Both parties shall have in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence for any damage that may be caused by either party or its respective agents, employees, or contractors.
29. Both parties shall ensure that any of its agents and/or its contractors utilizing the Queens Transfer Station has in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Three Million Dollars (\$3,000,000.00) per occurrence.
30. Both parties have the right to require production of any such policies within fifteen (15) days of providing written Notice of such request to the other.
31. The amount of Insurance required is open to upward revision, based on reference to industry standards, every 2<sup>nd</sup> anniversary of this agreement.

**Arbitration or Mediation:**

32. Any dispute respecting the interpretation of any term or provision of this Agreement, or any matter whatsoever relating to this Agreement, shall be resolved by mediation, and failing resolution by mediation, then by arbitration, in accordance with the *Commercial Arbitration Act*.

**General:**

33. Shelburne shall provide Queens, prior to February 1<sup>st</sup> of each year, a projection of the number of tonnes of Organic Material, as defined herein, that Shelburne anticipates to be shipped to the Queens Transfer Station during the subsequent fiscal year.
34. Shelburne agrees during the term of this agreement not to deliver Organic Material to any other processing or handling facility whether located inside or outside the jurisdiction of Shelburne.
35. This agreement contains the entire agreement between the parties and completely and fully supersedes all other understandings and agreements between the parties with respect to the transactions addressed in this agreement.

**Notices:**

36. Any Notice of default to be given by any party shall be in writing and faxed to the designated officer or employee as noted below followed up by a copy mailed to same, by regular post.
37. Any Notice for Shelburne shall be sent to:

Town of Shelburne  
P.O. Box 670  
Shelburne, NS  
B0T 1W0

Attention: Chief Administrative Officer  
Fax #: 1-902-872-3932

38. Any Notice for Queens shall be sent to:

Region of Queens Municipality  
249 White Point Road  
P.O. Box 1264  
Liverpool, Nova Scotia  
B0T 1K0

Attention: Chief Administrative Officer  
Fax #: 1-902-354-7473

39. It is the responsibility of each party to this agreement to keep the notification information listed above current by means of timely written notification to the other, throughout the life of this agreement.

**SIGNED, SEALED AND DELIVERED  
in the presence of**

	(	<b>Region of Queens Municipality</b>
	(	
	(	
_____	(	_____
Witness	(	Mayor
	(	
_____	(	_____
Witness	(	Deputy Clerk

	(	<b>Town of Shelburne</b>
	(	
	(	
_____	(	_____
Witness	(	Mayor
	(	
_____	(	_____
Witness	(	Chief Administrative Officer

**SCHEDULE "A"**

**ORGANIC MATERIAL**

Food Waste  
Meats, Fish & Bone  
Egg Shells  
Tea Bag & Coffee Grounds  
Vegetable & Fruit Waste  
Soiled, Waxed and/or Wet Paper including  
Soiled Tissue Paper and Paper Napkins  
Soiled Boxboard  
Leaves  
Grass Clippings  
Brush and Twigs

THIS AGREEMENT MADE THIS DAY OF A.D., 2021.

BETWEEN:

**Region of Queens Municipality**, a municipal corporation incorporated under the laws of the Province of Nova Scotia and having its office in Liverpool in the Province of Nova Scotia, hereinafter called "**Queens**".

-and-

**Town of Lockeport**, a municipal corporation incorporated under the laws of the Province of Nova Scotia having its office in Lockeport in the County of Shelburne in the Province of Nova Scotia, hereinafter referred to as "**Lockeport**".

**WHEREAS** Queens owns and operates, within the Region of Queens Municipality and Province of Nova Scotia, an organic transfer facility – hereinafter call the "**Queens Transfer Station**";

**AND WHEREAS** Lockeport is desirous of delivering for transfer, acceptable Organic Materials generated within its jurisdiction, at the said Queens Transfer Station;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of mutual covenants and agreements, herein contained to be observed and performed, the parties hereto covenant and agree one with the other as follows:

**Definitions:**

1. In this agreement:
  - a) "**Composting Facility**" means:
    - i) The facility where Organics Material is processed for composting having been transferred from the Queens Transfer Station.
  - b) "**Contracted Hauler**" means:
    - i) Lockeport's own forces or a contractor who is under contractual agreement with Lockeport to deliver Organic Material to the Queens Transfer Station.
  - c) "**Contamination**" means:
    - i) Organic Material containing non-compliant material
  - d) "**Non-compliant Material**" means:
    - i) All such materials that are not listed in Schedule "A".
    - ii) Non-Organic and Non-Compostable Material
    - iii) Non-biodegradable bags or containers
  - e) "**Organic Material**" means:
    - i) Those materials listed in Schedule A, to be transferred through the Queens Transfer Station and which is generated within the jurisdictions of Lockeport;
  - f) "**Queens Solid Waste Facility**" means:
    - i) A municipal solid waste disposal site operated by Queens located within the Region of Queens Municipality.

**Organic Material Acceptance:**

2. Queens shall accept from Lockeport, at the Queens Transfer Station, Organic Materials as defined in this Agreement.
  - a) Lockeport confirms that it has in existence, and undertakes and agrees to continue to fully participate in, a comprehensive organics diversion program having as its object the proper separation of clean organic material that is free of non-compliant materials.
  - b) Queens, in consultation with Lockeport and mutually agreed, may change the list of Organic Materials in Schedule A.
  - c) Notwithstanding Clause 2(b), the list of Organic Materials in Schedule A may require alterations without Lockeport's approval in consideration of the Composting Facility's requirements.
  - d) Lockeport agrees to provide Queens an opportunity for input on education materials to ensure accurate messaging on acceptable organic material.
3. Queens may require from Lockeport periodic audits of loads of organic material to confirm compliance with a comprehensive organics diversion program as well as non-compliant waste restrictions.

**Delivery Requirements:**

4. Organic Materials shall be delivered as loose, unbound and free of non-compliant material, and shall not be contained within non-biodegradable bags or containers.

**Fees:**

5. For Organic Material, Lockeport shall pay to Queens a fee per metric tonne (plus HST if applicable) which shall be the sum of the following:
  - a) \$7.00 per metric tonne surcharge for administration, contamination sort, general handling and loading;
  - b) The applicable fee for the trucking of Organic Material from the Queens Transfer Station to a composting facility;
  - c) The applicable fee for the processing of the Organic Material at a Composting Facility.
    - (i) The applicable fee shall be the fee charged to Queens by a Composting Facility.
      - (i.i) The applicable fee may vary from month to month in consideration of the varying fee structure a Composting Facility may implement from time to time.
      - (i.ii) Queens shall have authority to alter the location of a Composting Facility in consideration of the following:
        - (i.ii.a) A Composting Facility's fee structure; and / or
        - (i.ii.b) The list of Organic Material a Composting Facility accepts; and / or
        - (i.ii.c) The trucking cost in conjunction with the Composting Facility's fee structure.
6. Organic Material originating in Lockeport and delivered to the Queens Transfer Station by Lockeport's Contracted Haulers shall be invoiced to Lockeport with all other Organic Material originating in Lockeport and delivered to the Queens Transfer Station invoiced to the individual hauler.

7. Queens shall weigh all loads of Organic Material delivered to the Queens Transfer Station by Lockeport and such weights shall be deemed to be final and conclusive. Queens will provide a summary of the individual loads, including the weights thereof, to Lockeport along with the applicable invoice.
8. Queens shall invoice Lockeport the appropriate sum on or about the last business day of each month, with such payment to be due within thirty (30) days of the billing date. Interest will be applicable at the rate charged by policy set by the Council of Queens for all overdue accounts receivable to Queens.

**Term:**

9. This agreement shall commence on the 1<sup>st</sup> day of April 2021 and shall terminate as of March 31<sup>st</sup>, 2025 – although it may be extended further at any time up to January 31<sup>st</sup>, 2025 by written agreement of both parties on terms to be negotiated.

**Deliveries:**

10. Lockeport agrees that its deliveries to the Queens Transfer Station shall normally be restricted to the following hours:

Monday through Friday from 8:00 a.m. until 4:00 p.m.; and  
Saturdays from 8:00 a.m. to 2:00 p.m.

all of which is subject to the schedule of Holidays listed in this agreement and all of which is also subject to waiver by Queens, upon request in advance, and such waiver evidenced in writing for the record.

11. Notwithstanding the foregoing clause, Queens will consider accepting a delivery between 4:00 p.m. and 5:00 p.m. provided that a request by telephone has been received before 2:30 p.m. of the same day.
12. Further notwithstanding the foregoing, a delivery may be accepted after 5:00 p.m. on the same condition, but in that case, Lockeport shall be billed for all extra costs incurred by Queens for overtime or other wages, benefits and salaries as a result of this late delivery.
13. The Holidays observed at the Queens Transfer Station are as follows:

New Years Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Canada Day

Should any such holiday fall on a Saturday or Sunday, the next following Monday shall be the day observed.

Should Region of Queens Municipality determine that another holiday will be observed at the Queens Transfer Station, or should Region of Queens Municipality become legally required to observe another holiday at the Queens Transfer Station, during the term of this contract, Region of Queens Municipality will provide notice in writing no less than sixty (60) days in advance of the observance of such a holiday.

14. Notwithstanding the foregoing clause, Queens will accept a delivery on a Holiday as listed above provided that a written request has been received by Queens a minimum of 7 calendar days before the said Holiday and, in such a case, Lockeport shall be billed for all extra costs incurred by Queens, including overtime or other wages, benefits and salaries, for operating the Queens Transfer Station on that day.

15. Organic Material loads shall be delivered to the Queens Transfer Station in vehicles that are watertight and sealed to prevent the escape or seeping of any liquids.
16. Organic Material shall be delivered to the Queens Transfer Station within two (2) days after collection such as to prevent the anaerobic decomposition of this material.
17. Organic Material shall be delivered to, and unloaded at, the location as directed by officers or employees of Queens who may, from time to time, be in charge of the Queens Transfer Station.
18. Lockeport shall be responsible for off-loading of its Organic Materials, regardless of what difficulties are encountered – provided that such difficulties are not the fault of Queens.
19. Lockeport, its employees, agents or contractors, shall at all times ensure that the performance of its obligations under this agreement does not create, in the Region of Queens, any odour, litter, noise or other adverse environmental effect in an amount sufficient to amount to a breach of any applicable law or bylaw.
20. Lockeport shall be responsible for the dissemination of any information required to inform its officers, servants, agents, employees, contractors of the requirements of utilizing the Queens Transfer Station.

**Contamination:**

21. Lockeport agrees to make all reasonable efforts – through enactment of bylaws, public education, waste inspection and enforcement – to limit the quantity of Contamination contained in deliveries to the Queens Transfer Station.
22. In the event that Queens determines that a load from Lockeport does contain excessive amount of contamination, in addition to providing a Notice of Default to Lockeport, Queens may reject the entire load and demand, by way of formal Notice, that Lockeport clean up and/or remove, in its entirety, any material unloaded from that load.
23. Lockeport shall take action to comply with any such Notice within a reasonable length of time.
24. Acceptance by Queens of a delivery does not absolve or relieve Lockeport of full responsibility, including, but not limited to, costs of compliance and costs of any remedial action required pursuant to any directive or order from any governing regulatory body should it be determined within a period of ninety (90) days following delivery - that some or all of the materials delivered by Lockeport is prohibited from being handled at the Queens Transfer Station, processed at the Composting Facility or disposed of in the Queens Solid Waste Facility.
25. Queens shall have the right to reject any and all deliveries pursuant to any order or directive imposed by any governing regulatory body.

**Disruption Beyond Control of Queens:**

26. In the event of any natural or other catastrophe beyond the control of the parties such as, but not limited to, fire, flood, earthquake, tornado, lightening, hurricane, strike, failure of major equipment, pandemic, shut down order from a regulatory body or the provincial or federal government, or the like which render the performance of other parties respective obligations under this agreement impossible, the parties shall be relieved of such obligations for the duration of that event.

**Applicable Laws:**

27. This contract shall be construed in accordance with the laws of Nova Scotia.

**Insurance:**

28. Both parties shall have in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence for any damage that may be caused by either party or its respective agents, employees, or contractors.
29. Both parties shall ensure that any of its agents and/or its contractors utilizing the Queens Transfer Station has in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Three Million Dollars (\$3,000,000.00) per occurrence.
30. Both parties have the right to require production of any such policies within fifteen (15) days of providing written Notice of such request to the other.
31. The amount of Insurance required is open to upward revision, based on reference to industry standards, every 2<sup>nd</sup> anniversary of this agreement.

**Arbitration or Mediation:**

32. Any dispute respecting the interpretation of any term or provision of this Agreement, or any matter whatsoever relating to this Agreement, shall be resolved by mediation, and failing resolution by mediation, then by arbitration, in accordance with the *Commercial Arbitration Act*.

**General:**

33. Lockeport shall provide Queens, prior to February 1<sup>st</sup> of each year, a projection of the number of tonnes of Organic Material, as defined herein, that Lockeport anticipates to be shipped to the Queens Transfer Station during the subsequent fiscal year.
34. Lockeport agrees during the term of this agreement not to deliver Organic Material to any other processing or handling facility whether located inside or outside the jurisdiction of Lockeport.
35. This agreement contains the entire agreement between the parties and completely and fully supersedes all other understandings and agreements between the parties with respect to the transactions addressed in this agreement.

**Notices:**

36. Any Notice of default to be given by any party shall be in writing and faxed to the designated officer or employee as noted below followed up by a copy mailed to same, by regular post.
37. Any Notice for Lockeport shall be sent to:

Town of Lockeport  
P.O. Box 189  
Lockeport, NS  
B0T 1L0

Attention: Clerk/Treasurer  
Fax #: 1-902-656-2935

38. Any Notice for Queens shall be sent to:

Region of Queens Municipality  
249 White Point Road  
P.O. Box 1264  
Liverpool, Nova Scotia  
B0T 1K0

Attention: Chief Administrative Officer  
Fax #: 1-902-354-7473

39. It is the responsibility of each party to this agreement to keep the notification information listed above current by means of timely written notification to the other, throughout the life of this agreement.

**SIGNED, SEALED AND DELIVERED  
in the presence of**

	(	<b>Region of Queens Municipality</b>
	(	
	(	
_____	(	_____
Witness	(	Mayor
	(	
_____	(	_____
Witness	(	Deputy Clerk

	(	<b>Town of Lockeport</b>
	(	
	(	
_____	(	_____
Witness	(	Mayor
	(	
_____	(	_____
Witness	(	Clerk/Treasurer

**SCHEDULE "A"**

**ORGANIC MATERIAL**

Food Waste  
Meats, Fish & Bone  
Egg Shells  
Tea Bag & Coffee Grounds  
Vegetable & Fruit Waste  
Soiled, Waxed and/or Wet Paper including  
Soiled Tissue Paper and Paper Napkins  
Soiled Boxboard  
Leaves  
Grass Clippings  
Brush and Twigs

**Region of Queens Municipality  
Staff Report**

To: Council  
From: Scott LeBlanc  
Date: March 9, 2021  
Re: Recyclable Materials Agreements

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**BACKGROUND**

Contracts for Recyclable materials originating from Municipality of the District of Shelburne, Town of Shelburne, Town of Lockeport and Town of Clarks Harbour which will be received at Region of Queens Materials Recovery Facility are being renewed on April 1, 2021 for a three-year term.

**DETAILS**

Contracts for Municipality of the District of Shelburne, Town of Shelburne and Town of Lockeport; (all part of the former Shelburne Shared Services) and Town of Clarks Harbour are due for renewal. The term of the contracts will begin on April 1, 2021 and expire on March 31, 2024.

**BUDGET IMPACTS**

Applicable solid waste budget items have been projected using the pending Recyclable Materials Agreements.

**RECOMMENDATION**

That Council of Region of Queens Municipality approve Recyclable Materials Agreements with the Municipality of the District of Shelburne, Town of Shelburne, Town of Lockeport and Town of Clarks Harbour.

**COMMUNICATIONS**

Municipality of the District of Shelburne, Town of Shelburne, Town of Lockeport and Town of Clarks Harbour will be advised following approval from Council.

THIS AGREEMENT MADE THIS      DAY OF      A.D., 2021

**BETWEEN:**

**Region of Queens Municipality**, a municipal corporation incorporated under the laws of the Province of Nova Scotia and having its office in Liverpool in the Province of Nova Scotia, hereinafter called "**Queens**".

-and-

**Municipality of the District of Shelburne**, a municipal corporation incorporated under the laws of the Province of Nova Scotia having its office in Shelburne in the County of Shelburne in the Province of Nova Scotia, hereinafter referred to as "**Municipality of Shelburne**".

**WHEREAS** Queens owns and operates, within the Region of Queens Municipality and Province of Nova Scotia, a municipal recycling facility – hereinafter called the "**Queens MRF**";

**AND WHEREAS** Municipality of Shelburne is desirous of delivering for processing, acceptable Recyclable Materials generated within its jurisdiction, at the said Queens MRF;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of mutual covenants and agreements, herein contained to be observed and performed, the parties hereto covenant and agree one with the other as follows:

**Definitions:**

1. In this agreement:
  - a) "**Contamination**" means:
    - i) Recyclable Materials listed in Schedule "A" but are deemed to not be sufficiently cleaned and therefore not suitable for recycling;
    - ii) Non-Compliant Material
  - b) "**Contracted Hauler**" means:
    - i) Municipality of Shelburne's own forces or a contractor who is under contractual agreement with Municipality of Shelburne to deliver Recyclable Material to the Queens MRF.
  - c) "**Non-compliant Material**" means:
    - i) All such materials that are not listed in Schedule "A".
    - ii) Materials, including but not limited to, items listed in Schedule "B".
  - d) "**Queens Solid Waste Facility**" means:
    - i) A municipal solid waste disposal site operated by Queens located within the Region of Queens Municipality.
  - e) "**Recyclable Bag**" means:
    - i) Clear or blue transparent plastic bags.
  - f) "**Recyclable Material**" means:
    - i) Materials listed in Schedule "A", to be processed at the Queens MRF and which are generated within the jurisdiction of Municipality of Shelburne. Other materials may be identified as designated by

the Province of Nova Scotia's Environment Act as updated and amended from time to time.

- g) "Single Stream" means:
  - i) All Recyclable Material co-mingled in a Recyclable Bag.

**Recyclable Material Acceptance:**

- 2. Queens shall accept from Municipality of Shelburne, at the Queens MRF, Recyclable Material as defined in this Agreement.
  - a) Municipality of Shelburne confirms that it has in existence, and undertakes and agrees to continue to fully participate in, a comprehensive recycling program having as its object the proper separation of clean recyclable material into a Recyclable Bag that is free of contamination
  - b) Queens, in consultation with Municipality of Shelburne and mutually agreed, may change the list of Recyclable Materials in Schedule "A" as other materials may be identified as designated by the Province of Nova Scotia's Environment Act as updated and amended from time to time.
  - c) Municipality of Shelburne agrees to provide Queens an opportunity for input on educational materials to ensure accurate messaging on acceptable recyclable material.
- 3. Queens may require from Municipality of Shelburne periodic audits of loads of recyclables from Municipality of Shelburne to confirm compliance with a comprehensive recycling program as well as non-compliant waste restrictions.

**Delivery Requirements:**

- 4. Recyclable Materials shall be delivered in the following form:
  - a) Single Stream Recyclable Bag which is;
    - i) Non-compacted
    - ii) Tied with all material contained within
  - b) Dry Corrugated Cardboard may be delivered separately provided it is;
    - i) Flattened
    - ii) Free of all non-corrugated material
- 5. Municipality of Shelburne shall ensure Municipality of Shelburne's Contracted Haulers do not salvage or remove any items from the Recyclable Bag once set out at curbside for collection.

**Fees:**

- 6. For Recyclable Material, Municipality of Shelburne shall pay to Queens a fee of \$189.44 per metric tonne (plus HST if applicable).
  - a) Recyclable Material originating in Municipality of Shelburne and delivered to the Queens MRF by Municipality of Shelburne's Contracted Haulers shall be invoiced to Municipality of Shelburne.
  - b) All other Recyclable Material originating in Municipality of Shelburne and delivered to the Queens MRF shall be invoiced to the individual hauler.
- 7. Queens shall weigh all loads of Recyclable Material delivered to the Queens MRF by Municipality of Shelburne and such weights shall be deemed to be final and

conclusive. Queens will provide a summary of the individual loads, including the weights thereof, to Municipality of Shelburne along with the applicable invoice.

8. Queens shall invoice Municipality of Shelburne the appropriate sum on or about the last business day of each month, with such payment to be due within thirty (30) days of the billing date. Interest will be applicable at the rate charged by policy set by the Council of Queens for all overdue accounts receivable to Queens.
9. The fees payable by Municipality of Shelburne to Queens as set out in clause 6, shall remain in effect until March 31, 2022; PROVIDED THAT the parties may adjust the fees as follows:
  - a) Queens may increase the fees payable pursuant to this agreement, once per annum, commencing April 1<sup>st</sup>, 2022 by an overall percentage equal to the percentage increase in wage rates per Queens Collective Agreement covering employees at the Queens MRF.

**Term:**

10. This agreement shall commence on the 1<sup>st</sup> day of April, 2021 and shall terminate as of March 31<sup>st</sup>, 2024 – although it may be extended further at any time up until January 31<sup>st</sup>, 2024 by written agreement of both parties on terms to be negotiated.

**Deliveries:**

11. Municipality of Shelburne agrees that its deliveries to the Queens MRF shall normally be restricted to the following hours:

Monday through Friday from 8:00 a.m. until 4:00 p.m.

all of which is subject to the schedule of Holidays listed in this agreement and all of which is also subject to waiver by Queens, upon request in advance, and such waiver evidenced in writing for the record.

12. Notwithstanding the foregoing clause, Queens will consider accepting a delivery between 4:00 p.m. and 5:00 p.m. provided that a request by telephone has been received before 2:30 p.m. of the same day.
13. Further notwithstanding the foregoing, a delivery may be accepted after 5:00 p.m. on the same condition, but in that case, Municipality of Shelburne shall be billed for all extra costs incurred by Queens for overtime or other wages, benefits and salaries as a result of this late delivery.
14. The Holidays observed at the Queens MRF are as follows:

New Years Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Should any such holiday fall on a Saturday or Sunday, the next following Monday shall be the day observed.

Should Region of Queens Municipality determine that another holiday will be observed at the Queens MRF, or should Region of Queens Municipality become legally required to observe another holiday at the Queens MRF, during the term of this contract, Region of Queens Municipality will provide notice in writing no less than sixty (60) days in advance of the observance of such a holiday.

15. Notwithstanding the foregoing clause, Queens will accept a delivery on a Holiday as listed above provided that a written request has been received by Queens a minimum of 7 calendar days before the said Holiday and, in such a case,

Municipality of Shelburne shall be billed for all extra costs incurred by Queens, including overtime or other wages, benefits and salaries, for operating the Queens MRF on that day.

16. Recyclable Material loads shall be delivered to, and unloaded at, the location as directed by officers or employees of Queens who may, from time to time, be in charge of the Queens MRF.
17. Municipality of Shelburne, its employees, agents or contractors, shall at all times ensure that the performance of its obligations under this agreement does not create, in the Region of Queens, any odour, litter, noise or other adverse environmental effect in an amount sufficient to amount to a breach of any applicable law or bylaw.
18. Municipality of Shelburne shall be responsible for the dissemination of any information required to inform its officers, servants, agents, employees, contractors of the requirements of utilizing the Queens MRF.

**Contamination:**

19. Municipality of Shelburne agrees to make all reasonable efforts – through enactment of bylaws, public education, waste inspection and enforcement – to limit the quantity of Contamination contained in deliveries to the Queens MRF.
20. In the event that Queens determines that a load from Municipality of Shelburne does contain an excessive amount of contamination, in addition to providing a Notice of Default to Municipality of Shelburne, Queens may reject the entire load and demand, by way of formal Notice, that Municipality of Shelburne clean up and/or remove, in its entirety, any material unloaded from that load.
21. Municipality of Shelburne shall take action to comply with any such Notice within a reasonable length of time.
22. Acceptance by Queens of a delivery does not absolve or relieve Municipality of Shelburne of full responsibility, including, but not limited to, costs of compliance and costs of any remedial action required pursuant to any directive or order from any governing regulatory body should it be determined within a period of ninety (90) days following delivery - that some or all of the materials delivered by Municipality of Shelburne is prohibited from being processed at the Queens MRF or disposed of in the Queens Solid Waste Facility.
23. Queens shall have the right to reject any and all deliveries pursuant to any order or directive imposed by any governing regulatory body.

**Disruption Beyond Control of Queens:**

24. In the event of any natural or other catastrophe beyond the control of the parties such as, but not limited to, fire, flood, earthquake, tornado, lightening, hurricane, strike, failure of major equipment, pandemic, shut down order from a regulatory body or the provincial or federal government, or the like which render the performance of other parties respective obligations under this agreement impossible, the parties shall be relieved of such obligations for the duration of that event.

**Applicable Laws:**

25. This contract shall be construed in accordance with the laws of Nova Scotia.

**Insurance:**

26. Both parties shall have in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence for any damage that may be caused by either party or its respective agents, employees, or contractors.

27. Both parties shall ensure that any of its agents and/or its contractors utilizing the Queens MRF has in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Three Million Dollars (\$3,000,000.00) per occurrence.
28. Both parties have the right to require production of any such policies within fifteen (15) days of providing written Notice of such request to the other.
29. The amount of Insurance required is open to upward revision, based on reference to industry standards, every 2<sup>nd</sup> anniversary of this agreement.

**Arbitration or Mediation:**

30. Any dispute respecting the interpretation of any term or provision of this Agreement, or any matter whatsoever relating to this Agreement, shall be resolved by mediation, and failing resolution by mediation, then by arbitration, in accordance with the *Commercial Arbitration Act*.

**General:**

31. Municipality of Shelburne shall provide Queens, prior to February 1<sup>st</sup> of each year, a projection of the number of tonnes of Recyclable Material, as defined herein, that Municipality of Shelburne anticipates to be shipped to the Queens MRF during the subsequent fiscal year.
32. Municipality of Shelburne agrees during the term of this agreement not to deliver Recyclable Material to any other processing or handling facility whether located inside or outside the jurisdiction of Municipality of Shelburne.
33. This agreement contains the entire agreement between the parties and completely and fully supersedes all other understandings and agreements between the parties with respect to the transactions addressed in this agreement.

**Notices:**

34. Any Notice of default to be given by any party shall be in writing and faxed to the designated officer or employee as noted below followed up by a copy mailed to same, by regular post.

35. Any Notice for Municipality of Shelburne shall be sent to:

Municipality of The District of Shelburne  
136 Hammond Street  
P.O. Box 280  
Shelburne, NS  
B0T 1W0

Attention: Chief Administrative Officer  
Fax #: 1-902-875-1278

36. Any Notice for Queens shall be sent to:

Region of Queens Municipality  
249 White Point Road  
P.O. Box 1264  
Liverpool, Nova Scotia  
B0T 1K0

Attention: Chief Administrative Officer  
Fax #: 1-902-354-7473

37. It is the responsibility of each party to this agreement to keep the notification information listed above current by means of timely written notification to the other, throughout the life of this agreement.

**SIGNED, SEALED AND DELIVERED  
in the presence of**

\_\_\_\_\_  
Witness

( **Region of Queens Municipality**  
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( \_\_\_\_\_  
( Mayor  
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( Deputy Clerk

\_\_\_\_\_  
Witness

( **Municipality of the District of Shelburne**  
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( Chief Administrative Officer

**SCHEDULE "A"**

**RECYCLABLE MATERIALS**

Plastic beverage containers (Number 1 through 7)  
Plastic food containers (Number 1 through 7)  
Plastic detergent containers (Number 1 through 7)  
Plastic shampoo containers (Number 1 through 7)  
Glass beverage & food containers  
Steel & tin food cans  
Tetra-Paks beverage boxes  
Milk and juice containers  
Beer, wine & spirit containers  
Glass bottles and Jars (Not broken)  
Aluminum trays, containers and foil  
Plastic shopping bags  
Corrugated cardboard  
Newsprint & Flyers  
Boxboard  
Fine paper such as computer paper and printouts  
Books (with hard cover removed)  
Catalogs  
Envelopes  
Phone books  
Magazines (glossy and non-glossy)  
Paper egg cartons and coffee take-out trays  
Non-foil wrapping paper

**Other materials may be identified as designated by the Province of Nova Scotia's Environment Act as updated and amended from time to time.**

**SCHEDULE "B"**

**NON ACCEPTABLE MATERIAL**

Unmarked plastics (without a "1" through "7" code)  
Styrofoam  
Plastic and metal utensils  
Garden hoses  
Plastic toys  
Plastic pipe  
Light bulbs  
Window glass, mirrors, plate glass  
Ceramics  
Dishware  
Clothes hangers  
Wire  
Rope  
Auto fluid containers excluding windshield wash and antifreeze fluid containers  
Auto parts  
Fuel tanks  
Syringes and other medical waste  
Hazardous waste  
Paint cans (empty or with contents)  
Clothing and footwear  
Electronic Waste  
Construction and demolition materials  
Compacted recyclable materials  
Any material or items not listed in Schedule "A"

THIS AGREEMENT MADE THIS DAY OF A.D., 2021

**BETWEEN:**

**Region of Queens Municipality**, a municipal corporation incorporated under the laws of the Province of Nova Scotia and having its office in Liverpool in the Province of Nova Scotia, hereinafter called "**Queens**".

**-and-**

**Town of Shelburne**, a municipal corporation incorporated under the laws of the Province of Nova Scotia having its office in Shelburne in the County of Shelburne in the Province of Nova Scotia, hereinafter referred to as "**Shelburne**".

**WHEREAS** Queens owns and operates, within the Region of Queens Municipality and Province of Nova Scotia, a municipal recycling facility – hereinafter called the "**Queens MRF**";

**AND WHEREAS** Shelburne is desirous of delivering for processing, acceptable Recyclable Materials generated within its jurisdiction, at the said Queens MRF;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of mutual covenants and agreements, herein contained to be observed and performed, the parties hereto covenant and agree one with the other as follows:

**Definitions:**

1. In this agreement:

a) "**Contamination**" means:

- i) Recyclable Materials listed in Schedule "A" but are deemed to not be sufficiently cleaned and therefore not suitable for recycling;
- ii) Non-Compliant Material

b) "**Contracted Hauler**" means:

- i) Shelburne's own forces or a contractor who is under contractual agreement with Shelburne to deliver Recyclable Material to the Queens MRF.

c) "**Non-compliant Material**" means:

- i) All such materials that are not listed in Schedule "A".
- ii) Materials, including but not limited to, items listed in Schedule "B".

d) "**Queens Solid Waste Facility**" means:

- i) A municipal solid waste disposal site operated by Queens located within the Region of Queens Municipality.

e) "**Recyclable Bag**" means:

- i) Clear or blue transparent plastic bags.

f) "**Recyclable Material**" means:

- i) Materials listed in Schedule "A", to be processed at the Queens MRF and which are generated within the jurisdiction of Shelburne. Other materials may be identified as designated by the Province of Nova Scotia's Environment Act as updated and amended from time to time.

- g) **“Single Stream”** means:
  - i) All Recyclable Material co-mingled in a Recyclable Bag.

**Recyclable Material Acceptance:**

- 2. Queens shall accept from Shelburne, at the Queens MRF, Recyclable Material as defined in this Agreement.
  - a) Shelburne confirms that it has in existence, and undertakes and agrees to continue to fully participate in, a comprehensive recycling program having as its object the proper separation of clean recyclable material into a Recyclable Bag that is free of contamination
  - b) Queens, in consultation with Shelburne and mutually agreed, may change the list of Recyclable Materials in Schedule “A” as other materials may be identified as designated by the Province of Nova Scotia’s Environment Act as updated and amended from time to time.
  - c) Shelburne agrees to provide Queens an opportunity for input on educational materials to ensure accurate messaging on acceptable recyclable material.
- 3. Queens may require from Shelburne periodic audits of loads of recyclables from Shelburne to confirm compliance with a comprehensive recycling program as well as non-compliant waste restrictions.

**Delivery Requirements:**

- 4. Recyclable Materials shall be delivered in the following form:
  - a) Single Stream Recyclable Bag which is;
    - i) Non-compacted
    - ii) Tied with all material contained within
  - b) Dry Corrugated Cardboard may be delivered separately provided it is;
    - i) Flattened
    - ii) Free of all non-corrugated material
- 5. Shelburne shall ensure Shelburne’s Contracted Haulers do not salvage or remove any items from the Recyclable Bag once set out at curbside for collection.

**Fees:**

- 6. For Recyclable Material, Shelburne shall pay to Queens a fee of \$189.44 per metric tonne (plus HST if applicable).
  - a) Recyclable Material originating in Shelburne and delivered to the Queens MRF by Shelburne’s Contracted Haulers shall be invoiced to Shelburne.
  - b) All other Recyclable Material originating in Shelburne and delivered to the Queens MRF shall be invoiced to the individual hauler.
- 7. Queens shall weigh all loads of Recyclable Material delivered to the Queens MRF by Shelburne and such weights shall be deemed to be final and conclusive. Queens will provide a summary of the individual loads, including the weights thereof, to Shelburne along with the applicable invoice.
- 8. Queens shall invoice Shelburne the appropriate sum on or about the last business day of each month, with such payment to be due within thirty (30) days of the

billing date. Interest will be applicable at the rate charged by policy set by the Council of Queens for all overdue accounts receivable to Queens.

9. The fees payable by Shelburne to Queens as set out in clause 6, shall remain in effect until March 31, 2022; PROVIDED THAT the parties may adjust the fees as follows:
  - a) Queens may increase the fees payable pursuant to this agreement, once per annum, commencing April 1<sup>st</sup>, 2022 by an overall percentage equal to the percentage increase in wage rates per Queens Collective Agreement covering employees at the Queens MRF.

**Term:**

10. This agreement shall commence on the 1<sup>st</sup> day of April, 2021 and shall terminate as of March 31<sup>st</sup>, 2024 – although it may be extended further at any time up until January 31<sup>st</sup>, 2024 by written agreement of both parties on terms to be negotiated.

**Deliveries:**

11. Shelburne agrees that its deliveries to the Queens MRF shall normally be restricted to the following hours:

Monday through Friday from 8:00 a.m. until 4:00 p.m.

all of which is subject to the schedule of Holidays listed in this agreement and all of which is also subject to waiver by Queens, upon request in advance, and such waiver evidenced in writing for the record.

12. Notwithstanding the foregoing clause, Queens will consider accepting a delivery between 4:00 p.m. and 5:00 p.m. provided that a request by telephone has been received before 2:30 p.m. of the same day.
13. Further notwithstanding the foregoing, a delivery may be accepted after 5:00 p.m. on the same condition, but in that case, Shelburne shall be billed for all extra costs incurred by Queens for overtime or other wages, benefits and salaries as a result of this late delivery.
14. The Holidays observed at the Queens MRF are as follows:

New Years Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Should any such holiday fall on a Saturday or Sunday, the next following Monday shall be the day observed.

Should Region of Queens Municipality determine that another holiday will be observed at the Queens MRF, or should Region of Queens Municipality become legally required to observe another holiday at the Queens MRF, during the term of this contract, Region of Queens Municipality will provide notice in writing no less than sixty (60) days in advance of the observance of such a holiday.

15. Notwithstanding the foregoing clause, Queens will accept a delivery on a Holiday as listed above provided that a written request has been received by Queens a minimum of 7 calendar days before the said Holiday and, in such a case, Shelburne shall be billed for all extra costs incurred by Queens, including overtime or other wages, benefits and salaries, for operating the Queens MRF on that day.
16. Recyclable Material loads shall be delivered to, and unloaded at, the location as directed by officers or employees of Queens who may, from time to time, be in charge of the Queens MRF.

17. Shelburne, its employees, agents or contractors, shall at all times ensure that the performance of its obligations under this agreement does not create, in the Region of Queens, any odour, litter, noise or other adverse environmental effect in an amount sufficient to amount to a breach of any applicable law or bylaw.
18. Shelburne shall be responsible for the dissemination of any information required to inform its officers, servants, agents, employees, contractors of the requirements of utilizing the Queens MRF.

**Contamination:**

19. Shelburne agrees to make all reasonable efforts – through enactment of bylaws, public education, waste inspection and enforcement – to limit the quantity of Contamination contained in deliveries to the Queens MRF.
20. In the event that Queens determines that a load from Shelburne does contain an excessive amount of contamination, in addition to providing a Notice of Default to Shelburne, Queens may reject the entire load and demand, by way of formal Notice, that Shelburne clean up and/or remove, in its entirety, any material unloaded from that load.
21. Shelburne shall take action to comply with any such Notice within a reasonable length of time.
22. Acceptance by Queens of a delivery does not absolve or relieve Shelburne of full responsibility, including, but not limited to, costs of compliance and costs of any remedial action required pursuant to any directive or order from any governing regulatory body should it be determined within a period of ninety (90) days following delivery - that some or all of the materials delivered by Shelburne is prohibited from being processed at the Queens MRF or disposed of in the Queens Solid Waste Facility.
23. Queens shall have the right to reject any and all deliveries pursuant to any order or directive imposed by any governing regulatory body.

**Disruption Beyond Control of Queens:**

24. In the event of any natural or other catastrophe beyond the control of the parties such as, but not limited to, fire, flood, earthquake, tornado, lightening, hurricane, strike, failure of major equipment, pandemic, shut down order from a regulatory body or the provincial or federal government, or the like which render the performance of other parties respective obligations under this agreement impossible, the parties shall be relieved of such obligations for the duration of that event.

**Applicable Laws:**

25. This contract shall be construed in accordance with the laws of Nova Scotia.

**Insurance:**

26. Both parties shall have in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence for any damage that may be caused by either party or its respective agents, employees, or contractors.
27. Both parties shall ensure that any of its agents and/or its contractors utilizing the Queens MRF has in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Three Million Dollars (\$3,000,000.00) per occurrence.
28. Both parties have the right to require production of any such policies within fifteen (15) days of providing written Notice of such request to the other.

29. The amount of Insurance required is open to upward revision, based on reference to industry standards, every 2<sup>nd</sup> anniversary of this agreement.

**Arbitration or Mediation:**

30. Any dispute respecting the interpretation of any term or provision of this Agreement, or any matter whatsoever relating to this Agreement, shall be resolved by mediation, and failing resolution by mediation, then by arbitration, in accordance with the *Commercial Arbitration Act*.

**General:**

31. Shelburne shall provide Queens, prior to February 1<sup>st</sup> of each year, a projection of the number of tonnes of Recyclable Material, as defined herein, that Shelburne anticipates to be shipped to the Queens MRF during the subsequent fiscal year.
32. Shelburne agrees during the term of this agreement not to deliver Recyclable Material to any other processing or handling facility whether located inside or outside the jurisdiction of Shelburne.
33. This agreement contains the entire agreement between the parties and completely and fully supersedes all other understandings and agreements between the parties with respect to the transactions addressed in this agreement.

**Notices:**

34. Any Notice of default to be given by any party shall be in writing and faxed to the designated officer or employee as noted below followed up by a copy mailed to same, by regular post.

35. Any Notice for Shelburne shall be sent to:

Town of Shelburne  
P.O. Box 670  
Shelburne, NS  
B0T 1W0

Attention: Chief Administrative Officer  
Fax #: 1-902-875-3932

36. Any Notice for Queens shall be sent to:

Region of Queens Municipality  
249 White Point Road  
P.O. Box 1264  
Liverpool, Nova Scotia  
B0T 1K0

Attention: Chief Administrative Officer  
Fax #: 1-902-354-7473

37. It is the responsibility of each party to this agreement to keep the notification information listed above current by means of timely written notification to the other, throughout the life of this agreement.

**SIGNED, SEALED AND DELIVERED  
in the presence of**

	(	<b>Region of Queens Municipality</b>
	(	
_____	(	_____
Witness	(	Mayor
	(	
	(	
_____	(	_____
Witness	(	Deputy Clerk

	(	<b>Town of Shelburne</b>
	(	
	(	
	(	
_____	(	_____
Witness	(	Mayor
	(	
	(	
_____	(	_____
Witness	(	Chief Administrative Officer

**SCHEDULE "A"**

**RECYCLABLE MATERIALS**

Plastic beverage containers (Number 1 through 7)  
Plastic food containers (Number 1 through 7)  
Plastic detergent containers (Number 1 through 7)  
Plastic shampoo containers (Number 1 through 7)  
Glass beverage & food containers  
Steel & tin food cans  
Tetra-Paks beverage boxes  
Milk and juice containers  
Beer, wine & spirit containers  
Glass bottles and Jars (Not broken)  
Aluminum trays, containers and foil  
Plastic shopping bags  
Corrugated cardboard  
Newsprint & Flyers  
Boxboard  
Fine paper such as computer paper and printouts  
Books (with hard cover removed)  
Catalogs  
Envelopes  
Phone books  
Magazines (glossy and non-glossy)  
Paper egg cartons and coffee take-out trays  
Non-foil wrapping paper

**Other materials may be identified as designated by the Province of Nova Scotia's Environment Act as updated and amended from time to time.**

**SCHEDULE "B"**

**NON ACCEPTABLE MATERIAL**

Unmarked plastics (without a "1" through "7" code)  
Styrofoam  
Plastic and metal utensils  
Garden hoses  
Plastic toys  
Plastic pipe  
Light bulbs  
Window glass, mirrors, plate glass  
Ceramics  
Dishware  
Clothes hangers  
Wire  
Rope  
Auto fluid containers excluding windshield wash and antifreeze fluid containers  
Auto parts  
Fuel tanks  
Syringes and other medical waste  
Hazardous waste  
Paint cans (empty or with contents)  
Clothing and footwear  
Electronic Waste  
Construction and demolition materials  
Compacted recyclable materials  
Any material or items not listed in Schedule "A"

THIS AGREEMENT MADE THIS DAY OF A.D., 2021

**BETWEEN:**

**Region of Queens Municipality**, a municipal corporation incorporated under the laws of the Province of Nova Scotia and having its office in Liverpool in the Province of Nova Scotia, hereinafter called "**Queens**".

**-and-**

**Town of Lockeport**, a municipal corporation incorporated under the laws of the Province of Nova Scotia having its office in Lockeport in the County of Shelburne in the Province of Nova Scotia, hereinafter referred to as "**Lockeport**".

**WHEREAS** Queens owns and operates, within the Region of Queens Municipality and Province of Nova Scotia, a municipal recycling facility – hereinafter called the "**Queens MRF**";

**AND WHEREAS** Lockeport is desirous of delivering for processing, acceptable Recyclable Materials generated within its jurisdiction, at the said Queens MRF;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of mutual covenants and agreements, herein contained to be observed and performed, the parties hereto covenant and agree one with the other as follows:

**Definitions:**

1. In this agreement:
  - a) "**Contamination**" means:
    - i) Recyclable Materials listed in Schedule "A" but are deemed to not be sufficiently cleaned and therefore not suitable for recycling;
    - ii) Non-Compliant Material
  - b) "**Contracted Hauler**" means:
    - i) Lockeport's own forces or a contractor who is under contractual agreement with Lockeport to deliver Recyclable Material to the Queens MRF.
  - c) "**Non-compliant Material**" means:
    - i) All such materials that are not listed in Schedule "A".
    - ii) Materials, including but not limited to, items listed in Schedule "B".
  - d) "**Queens Solid Waste Facility**" means:
    - i) A municipal solid waste disposal site operated by Queens located within the Region of Queens Municipality.
  - e) "**Recyclable Bag**" means:
    - i) Clear or blue transparent plastic bags.
  - f) "**Recyclable Material**" means:
    - i) Materials listed in Schedule "A", to be processed at the Queens MRF and which are generated within the jurisdiction of Lockeport. Other materials may be identified as designated by the Province of Nova Scotia's Environment Act as updated and amended from time to time.

- g) **“Single Stream”** means:
  - i) All Recyclable Material co-mingled in a Recyclable Bag.

**Recyclable Material Acceptance:**

- 2. Queens shall accept from Lockeport, at the Queens MRF, Recyclable Material as defined in this Agreement.
  - a) Lockeport confirms that it has in existence, and undertakes and agrees to continue to fully participate in, a comprehensive recycling program having as its object the proper separation of clean recyclable material into a Recyclable Bag that is free of contamination
  - b) Queens, in consultation with Lockeport and mutually agreed, may change the list of Recyclable Materials in Schedule “A” as other materials may be identified as designated by the Province of Nova Scotia’s Environment Act as updated and amended from time to time.
  - c) Lockeport agrees to provide Queens an opportunity for input on educational materials to ensure accurate messaging on acceptable recyclable material.
- 3. Queens may require from Lockeport periodic audits of loads of recyclables from Lockeport to confirm compliance with a comprehensive recycling program as well as non-compliant waste restrictions.

**Delivery Requirements:**

- 4. Recyclable Materials shall be delivered in the following form:
  - a) Single Stream Recyclable Bag which is:
    - i) Non-compacted
    - ii) Tied with all material contained within
  - b) Dry Corrugated Cardboard may be delivered separately provided it is;
    - i) Flattened
    - ii) Free of all non-corrugated material
- 5. Lockeport shall ensure Lockeport’s Contracted Haulers do not salvage or remove any items from the Recyclable Bag once set out at curbside for collection.

**Fees:**

- 6. For Recyclable Material, Lockeport shall pay to Queens a fee of \$189.44 per metric tonne (plus HST if applicable).
  - a) Recyclable Material originating in Lockeport and delivered to the Queens MRF by Lockeport’s Contracted Haulers shall be invoiced to Lockeport.
  - b) All other Recyclable Material originating in Lockeport and delivered to the Queens MRF shall be invoiced to the individual hauler.
- 7. Queens shall weigh all loads of Recyclable Material delivered to the Queens MRF by Lockeport and such weights shall be deemed to be final and conclusive. Queens will provide a summary of the individual loads, including the weights thereof, to Lockeport along with the applicable invoice.
- 8. Queens shall invoice Lockeport the appropriate sum on or about the last business day of each month, with such payment to be due within thirty (30) days of the

billing date. Interest will be applicable at the rate charged by policy set by the Council of Queens for all overdue accounts receivable to Queens.

9. The fees payable by Lockeport to Queens as set out in clause 6, shall remain in effect until March 31, 2022; PROVIDED THAT the parties may adjust the fees as follows:
  - a) Queens may increase the fees payable pursuant to this agreement, once per annum, commencing April 1<sup>st</sup>, 2022 by an overall percentage equal to the percentage increase in wage rates per Queens Collective Agreement covering employees at the Queens MRF.

**Term:**

10. This agreement shall commence on the 1<sup>st</sup> day of April, 2021 and shall terminate as of March 31<sup>st</sup>, 2024 – although it may be extended further at any time up until January 31<sup>st</sup>, 2024 by written agreement of both parties on terms to be negotiated.

**Deliveries:**

11. Lockeport agrees that its deliveries to the Queens MRF shall normally be restricted to the following hours:

Monday through Friday from 8:00 a.m. until 4:00 p.m.

all of which is subject to the schedule of Holidays listed in this agreement and all of which is also subject to waiver by Queens, upon request in advance, and such waiver evidenced in writing for the record.

12. Notwithstanding the foregoing clause, Queens will consider accepting a delivery between 4:00 p.m. and 5:00 p.m. provided that a request by telephone has been received before 2:30 p.m. of the same day.
13. Further notwithstanding the foregoing, a delivery may be accepted after 5:00 p.m. on the same condition, but in that case, Lockeport shall be billed for all extra costs incurred by Queens for overtime or other wages, benefits and salaries as a result of this late delivery.
14. The Holidays observed at the Queens MRF are as follows:

New Years Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Should any such holiday fall on a Saturday or Sunday, the next following Monday shall be the day observed.

Should Region of Queens Municipality determine that another holiday will be observed at the Queens MRF, or should Region of Queens Municipality become legally required to observe another holiday at the Queens MRF, during the term of this contract, Region of Queens Municipality will provide notice in writing no less than sixty (60) days in advance of the observance of such a holiday.

15. Notwithstanding the foregoing clause, Queens will accept a delivery on a Holiday as listed above provided that a written request has been received by Queens a minimum of 7 calendar days before the said Holiday and, in such a case, Lockeport shall be billed for all extra costs incurred by Queens, including overtime or other wages, benefits and salaries, for operating the Queens MRF on that day.
16. Recyclable Material loads shall be delivered to, and unloaded at, the location as directed by officers or employees of Queens who may, from time to time, be in charge of the Queens MRF.

17. Lockeport, its employees, agents or contractors, shall at all times ensure that the performance of its obligations under this agreement does not create, in the Region of Queens, any odour, litter, noise or other adverse environmental effect in an amount sufficient to amount to a breach of any applicable law or bylaw.
18. Lockeport shall be responsible for the dissemination of any information required to inform its officers, servants, agents, employees, contractors of the requirements of utilizing the Queens MRF.

**Contamination:**

19. Lockeport agrees to make all reasonable efforts – through enactment of bylaws, public education, waste inspection and enforcement – to limit the quantity of Contamination contained in deliveries to the Queens MRF.
20. In the event that Queens determines that a load from Lockeport does contain an excessive amount of contamination, in addition to providing a Notice of Default to Lockeport, Queens may reject the entire load and demand, by way of formal Notice, that Lockeport clean up and/or remove, in its entirety, any material unloaded from that load.
21. Lockeport shall take action to comply with any such Notice within a reasonable length of time.
22. Acceptance by Queens of a delivery does not absolve or relieve Lockeport of full responsibility, including, but not limited to, costs of compliance and costs of any remedial action required pursuant to any directive or order from any governing regulatory body should it be determined within a period of ninety (90) days following delivery - that some or all of the materials delivered by Lockeport is prohibited from being processed at the Queens MRF or disposed of in the Queens Solid Waste Facility.
23. Queens shall have the right to reject any and all deliveries pursuant to any order or directive imposed by any governing regulatory body.

**Disruption Beyond Control of Queens:**

24. In the event of any natural or other catastrophe beyond the control of the parties such as, but not limited to, fire, flood, earthquake, tornado, lightening, hurricane, strike, failure of major equipment, pandemic, shut down order from a regulatory body or the provincial or federal government, or the like which render the performance of other parties respective obligations under this agreement impossible, the parties shall be relieved of such obligations for the duration of that event.

**Applicable Laws:**

25. This contract shall be construed in accordance with the laws of Nova Scotia.

**Insurance:**

26. Both parties shall have in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence for any damage that may be caused by either party or its respective agents, employees, or contractors.
27. Both parties shall ensure that any of its agents and/or its contractors utilizing the Queens MRF has in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Three Million Dollars (\$3,000,000.00) per occurrence.
28. Both parties have the right to require production of any such policies within fifteen (15) days of providing written Notice of such request to the other.

29. The amount of Insurance required is open to upward revision, based on reference to industry standards, every 2<sup>nd</sup> anniversary of this agreement.

**Arbitration or Mediation:**

30. Any dispute respecting the interpretation of any term or provision of this Agreement, or any matter whatsoever relating to this Agreement, shall be resolved by mediation, and failing resolution by mediation, then by arbitration, in accordance with the *Commercial Arbitration Act*.

**General:**

31. Lockeport shall provide Queens, prior to February 1<sup>st</sup> of each year, a projection of the number of tonnes of Recyclable Material, as defined herein, that Lockeport anticipates to be shipped to the Queens MRF during the subsequent fiscal year.
32. Lockeport agrees during the term of this agreement not to deliver Recyclable Material to any other processing or handling facility whether located inside or outside the jurisdiction of Lockeport.
33. This agreement contains the entire agreement between the parties and completely and fully supersedes all other understandings and agreements between the parties with respect to the transactions addressed in this agreement.

**Notices:**

34. Any Notice of default to be given by any party shall be in writing and faxed to the designated officer or employee as noted below followed up by a copy mailed to same, by regular post.

35. Any Notice for Lockeport shall be sent to:

Town of Lockeport  
P.O. Box 189  
Lockeport, NS  
B0T 1L0

Attention: Clerk / Treasurer  
Fax #: 1-902-656-2935

36. Any Notice for Queens shall be sent to:

Region of Queens Municipality  
249 White Point Road  
P.O. Box 1264  
Liverpool, Nova Scotia  
B0T 1K0

Attention: Chief Administrative Officer  
Fax #: 1-902-354-7473

37. It is the responsibility of each party to this agreement to keep the notification information listed above current by means of timely written notification to the other, throughout the life of this agreement.

**SIGNED, SEALED AND DELIVERED  
in the presence of**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

(                    **Region of Queens Municipality**  
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(                    \_\_\_\_\_  
(                    Mayor  
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(                    \_\_\_\_\_  
(                    Deputy Clerk

\_\_\_\_\_  
Witness

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Witness

(                    **Town of Lockeport**  
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(  
(                    \_\_\_\_\_  
(                    Mayor  
(  
(  
(                    \_\_\_\_\_  
(                    Clerk / Treasurer

SCHEDULE "A"

**RECYCLABLE MATERIALS**

Plastic beverage containers (Number 1 through 7)  
Plastic food containers (Number 1 through 7)  
Plastic detergent containers (Number 1 through 7)  
Plastic shampoo containers (Number 1 through 7)  
Glass beverage & food containers  
Steel & tin food cans  
Tetra-Paks beverage boxes  
Milk and juice containers  
Beer, wine & spirit containers  
Glass bottles and Jars (Not broken)  
Aluminum trays, containers and foil  
Plastic shopping bags  
Corrugated cardboard  
Newsprint & Flyers  
Boxboard  
Fine paper such as computer paper and printouts  
Books (with hard cover removed)  
Catalogs  
Envelopes  
Phone books  
Magazines (glossy and non-glossy)  
Paper egg cartons and coffee take-out trays  
Non-foil wrapping paper

**Other materials may be identified as designated by the Province of Nova Scotia's Environment Act as updated and amended from time to time.**

**SCHEDULE "B"**

**NON ACCEPTABLE MATERIAL**

Unmarked plastics (without a "1" through "7" code)  
Styrofoam  
Plastic and metal utensils  
Garden hoses  
Plastic toys  
Plastic pipe  
Light bulbs  
Window glass, mirrors, plate glass  
Ceramics  
Dishware  
Clothes hangers  
Wire  
Rope  
Auto fluid containers excluding windshield wash and antifreeze fluid containers  
Auto parts  
Fuel tanks  
Syringes and other medical waste  
Hazardous waste  
Paint cans (empty or with contents)  
Clothing and footwear  
Electronic Waste  
Construction and demolition materials  
Compacted recyclable materials  
Any material or items not listed in Schedule "A"

THIS AGREEMENT MADE THIS DAY OF A.D., 2021

BETWEEN:

**Region of Queens Municipality**, a municipal corporation incorporated under the laws of the Province of Nova Scotia and having its office in Liverpool in the Province of Nova Scotia, hereinafter called "**Queens**".

-and-

**Town of Clarks Harbour**, a municipal corporation incorporated under the laws of the Province of Nova Scotia having its office in Clarks Harbour in the County of Shelburne in the Province of Nova Scotia, hereinafter referred to as "**Clarks Harbour**".

**WHEREAS** Queens owns and operates, within the Region of Queens Municipality and Province of Nova Scotia, a municipal recycling facility – hereinafter called the "**Queens MRF**";

**AND WHEREAS** Clarks Harbour is desirous of delivering for processing, acceptable Recyclable Materials generated within its jurisdiction, at the said Queens MRF;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of mutual covenants and agreements, herein contained to be observed and performed, the parties hereto covenant and agree one with the other as follows:

**Definitions:**

1. In this agreement:

- a) "**Contamination**" means:
  - i) Recyclable Materials listed in Schedule "A" but are deemed to not be sufficiently cleaned and therefore not suitable for recycling;
  - ii) Non-Compliant Material
- b) "**Contracted Hauler**" means:
  - i) Clarks Harbour's own forces or a contractor who is under contractual agreement with Clarks Harbour to deliver Recyclable Material to the Queens MRF.
- c) "**Non-compliant Material**" means:
  - i) All such materials that are not listed in Schedule "A".
  - ii) Materials, including but not limited to, items listed in Schedule "B".
- d) "**Queens Solid Waste Facility**" means:
  - i) A municipal solid waste disposal site operated by Queens located within the Region of Queens Municipality.
- e) "**Recyclable Bag**" means:
  - i) Clear or blue transparent plastic bags.
- f) "**Recyclable Material**" means:
  - i) Materials listed in Schedule "A", to be processed at the Queens MRF and which are generated within the jurisdiction of Clarks Harbour. Other materials may be identified as designated by the Province of Nova Scotia's Environment Act as updated and amended from time to time.

- g) "Single Stream" means:
  - i) All Recyclable Material co-mingled in a Recyclable Bag.

**Recyclable Material Acceptance:**

- 2. Queens shall accept from Clarks Harbour, at the Queens MRF, Recyclable Material as defined in this Agreement.
  - a) Clarks Harbour confirms that it has in existence, and undertakes and agrees to continue to fully participate in, a comprehensive recycling program having as its object the proper separation of clean recyclable material into a Recyclable Bag that is free of contamination
  - b) Queens, in consultation with Clarks Harbour and mutually agreed, may change the list of Recyclable Materials in Schedule "A" as other materials may be identified as designated by the Province of Nova Scotia's Environment Act as updated and amended from time to time.
  - c) Clarks Harbour agrees to provide Queens an opportunity for input on educational materials to ensure accurate messaging on acceptable recyclable material.
- 3. Queens may require from Clarks Harbour periodic audits of loads of recyclables from Clarks Harbour to confirm compliance with a comprehensive recycling program as well as non-compliant waste restrictions.

**Delivery Requirements:**

- 4. Recyclable Materials shall be delivered in the following form:
  - a) Single Stream Recyclable Bag which is;
    - i) Non-compacted
    - ii) Tied with all material contained within
  - b) Dry Corrugated Cardboard may be delivered separately provided it is;
    - i) Flattened
    - ii) Free of all non-corrugated material
- 5. Clarks Harbour shall ensure Clarks Harbour's Contracted Haulers do not salvage or remove any items from the Recyclable Bag once set out at curbside for collection.

**Fees:**

- 6. For Recyclable Material, Clarks Harbour shall pay to Queens a fee of \$189.44 per metric tonne (plus HST if applicable).
  - a) Recyclable Material originating in Clarks Harbour and delivered to the Queens MRF by Clarks Harbour's Contracted Haulers shall be invoiced to Clarks Harbour.
  - b) All other Recyclable Material originating in Clarks Harbour and delivered to the Queens MRF shall be invoiced to the individual hauler.
- 7. Queens shall weigh all loads of Recyclable Material delivered to the Queens MRF by Clarks Harbour and such weights shall be deemed to be final and conclusive. Queens will provide a summary of the individual loads, including the weights thereof, to Clarks Harbour along with the applicable invoice.

8. Queens shall invoice Clarks Harbour the appropriate sum on or about the last business day of each month, with such payment to be due within thirty (30) days of the billing date. Interest will be applicable at the rate charged by policy set by the Council of Queens for all overdue accounts receivable to Queens.
9. The fees payable by Clarks Harbour to Queens as set out in clause 6, shall remain in effect until March 31, 2022; PROVIDED THAT the parties may adjust the fees as follows:
  - a) Queens may increase the fees payable pursuant to this agreement, once per annum, commencing April 1<sup>st</sup>, 2022 by an overall percentage equal to the percentage increase in wage rates per Queens Collective Agreement covering employees at the Queens MRF.

**Term:**

10. This agreement shall commence on the 1<sup>st</sup> day of April, 2021 and shall terminate as of March 31<sup>st</sup>, 2024 – although it may be extended further at any time up until January 31<sup>st</sup>, 2024 by written agreement of both parties on terms to be negotiated.

**Deliveries:**

11. Clarks Harbour agrees that its deliveries to the Queens MRF shall normally be restricted to the following hours:

Monday through Friday from 8:00 a.m. until 4:00 p.m.

all of which is subject to the schedule of Holidays listed in this agreement and all of which is also subject to waiver by Queens, upon request in advance, and such waiver evidenced in writing for the record.

12. Notwithstanding the foregoing clause, Queens will consider accepting a delivery between 4:00 p.m. and 5:00 p.m. provided that a request by telephone has been received before 2:30 p.m. of the same day.
13. Further notwithstanding the foregoing, a delivery may be accepted after 5:00 p.m. on the same condition, but in that case, Clarks Harbour shall be billed for all extra costs incurred by Queens for overtime or other wages, benefits and salaries as a result of this late delivery.
14. The Holidays observed at the Queens MRF are as follows:

New Years Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Should any such holiday fall on a Saturday or Sunday, the next following Monday shall be the day observed.

Should Region of Queens Municipality determine that another holiday will be observed at the Queens MRF, or should Region of Queens Municipality become legally required to observe another holiday at the Queens MRF, during the term of this contract, Region of Queens Municipality will provide notice in writing no less than sixty (60) days in advance of the observance of such a holiday.

15. Notwithstanding the foregoing clause, Queens will accept a delivery on a Holiday as listed above provided that a written request has been received by Queens a minimum of 7 calendar days before the said Holiday and, in such a case, Clarks Harbour shall be billed for all extra costs incurred by Queens, including overtime or other wages, benefits and salaries, for operating the Queens MRF on that day.

- a) Queens shall accept deliverable waste from Clarks Harbour commencing at 7:00 a.m., on the workday immediately following the holidays listed in Clause 14.
16. Recyclable Material loads shall be delivered to, and unloaded at, the location as directed by officers or employees of Queens who may, from time to time, be in charge of the Queens MRF.
17. Clarks Harbour, its employees, agents or contractors, shall at all times ensure that the performance of its obligations under this agreement does not create, in the Region of Queens, any odour, litter, noise or other adverse environmental effect in an amount sufficient to amount to a breach of any applicable law or bylaw.
18. Clarks Harbour shall be responsible for the dissemination of any information required to inform its officers, servants, agents, employees, contractors of the requirements of utilizing the Queens MRF.

**Contamination:**

19. Clarks Harbour agrees to make all reasonable efforts – through enactment of bylaws, public education, waste inspection and enforcement – to limit the quantity of Contamination contained in deliveries to the Queens MRF.
20. In the event that Queens determines that a load from Clarks Harbour does contain an excessive amount of contamination, in addition to providing a Notice of Default to Clarks Harbour, Queens may reject the entire load and demand, by way of formal Notice, that Clarks Harbour clean up and/or remove, in its entirety, any material unloaded from that load.
21. Clarks Harbour shall take action to comply with any such Notice within a reasonable length of time.
22. Acceptance by Queens of a delivery does not absolve or relieve Clarks Harbour of full responsibility, including, but not limited to, costs of compliance and costs of any remedial action required pursuant to any directive or order from any governing regulatory body should it be determined within a period of ninety (90) days following delivery - that some or all of the materials delivered by Clarks Harbour is prohibited from being processed at the Queens MRF or disposed of in the Queens Solid Waste Facility.
23. Queens shall have the right to reject any and all deliveries pursuant to any order or directive imposed by any governing regulatory body.

**Disruption Beyond Control of Queens:**

24. In the event of any natural or other catastrophe beyond the control of the parties such as, but not limited to, fire, flood, earthquake, tornado, lightening, hurricane, strike, failure of major equipment, pandemic, shut down order from a regulatory body or the provincial or federal government, or the like which render the performance of other parties respective obligations under this agreement impossible, the parties shall be relieved of such obligations for the duration of that event.

**Applicable Laws:**

25. This contract shall be construed in accordance with the laws of Nova Scotia.

**Insurance:**

26. Both parties shall have in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence for any damage that may be caused by either party or its respective agents, employees, or contractors.

27. Both parties shall ensure that any of its agents and/or its contractors utilizing the Queens MRF has in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Three Million Dollars (\$3,000,000.00) per occurrence.
28. Both parties have the right to require production of any such policies within fifteen (15) days of providing written Notice of such request to the other.
29. The amount of Insurance required is open to upward revision, based on reference to industry standards, every 2<sup>nd</sup> anniversary of this agreement.

**Arbitration or Mediation:**

30. Any dispute respecting the interpretation of any term or provision of this Agreement, or any matter whatsoever relating to this Agreement, shall be resolved by mediation, and failing resolution by mediation, then by arbitration, in accordance with the *Commercial Arbitration Act*.

**General:**

31. Clarks Harbour shall provide Queens, prior to February 1<sup>st</sup> of each year, a projection of the number of tonnes of Recyclable Material, as defined herein, that Clarks Harbour anticipates to be shipped to the Queens MRF during the subsequent fiscal year.
32. Clarks Harbour agrees during the term of this agreement not to deliver Recyclable Material to any other processing or handling facility whether located inside or outside the jurisdiction of Clarks Harbour.
33. This agreement contains the entire agreement between the parties and completely and fully supersedes all other understandings and agreements between the parties with respect to the transactions addressed in this agreement.

**Notices:**

34. Any Notice of default to be given by any party shall be in writing and faxed to the designated officer or employee as noted below followed up by a copy mailed to same, by regular post.
35. Any Notice for Clarks Harbour shall be sent to:

Town of Clarks Harbour  
2648 Main Street  
P.O. Box 160  
Clarks Harbour, NS  
B0W 1P0

Attention: Clerk / Treasurer  
Fax #: 1-902-745-1772

36. Any Notice for Queens shall be sent to:

Region of Queens Municipality  
249 White Point Road  
P.O. Box 1264  
Liverpool, Nova Scotia  
B0T 1K0

Attention: Chief Administrative Officer  
Fax #: 1-902-354-7473

37. It is the responsibility of each party to this agreement to keep the notification information listed above current by means of timely written notification to the other, throughout the life of this agreement.

**SIGNED, SEALED AND DELIVERED  
in the presence of**

	(	<b>Region of Queens Municipality</b>
	(	
_____	(	_____
Witness	(	Mayor
	(	
_____	(	_____
Witness	(	Deputy Clerk

	(	<b>Town of Clarks Harbour</b>
	(	
_____	(	_____
Witness	(	Mayor
	(	
_____	(	_____
Witness	(	Clerk / Treasurer

SCHEDULE "A"

**RECYCLABLE MATERIALS**

Plastic beverage containers (Number 1 through 7)  
Plastic food containers (Number 1 through 7)  
Plastic detergent containers (Number 1 through 7)  
Plastic shampoo containers (Number 1 through 7)  
Glass beverage & food containers  
Steel & tin food cans  
Tetra-Paks beverage boxes  
Milk and juice containers  
Beer, wine & spirit containers  
Glass bottles and Jars (Not broken)  
Aluminum trays, containers and foil  
Plastic shopping bags  
Corrugated cardboard  
Newsprint & Flyers  
Boxboard  
Fine paper such as computer paper and printouts  
Books (with hard cover removed)  
Catalogs  
Envelopes  
Phone books  
Magazines (glossy and non-glossy)  
Paper egg cartons and coffee take-out trays  
Non-foil wrapping paper

**Other materials may be identified as designated by the Province of Nova Scotia's Environment Act as updated and amended from time to time.**

**SCHEDULE "B"**

**NON ACCEPTABLE MATERIAL**

Unmarked plastics (without a "1" through "7" code)  
Styrofoam  
Plastic and metal utensils  
Garden hoses  
Plastic toys  
Plastic pipe  
Light bulbs  
Window glass, mirrors, plate glass  
Ceramics  
Dishware  
Clothes hangers  
Wire  
Rope  
Auto fluid containers excluding windshield wash and antifreeze fluid containers  
Auto parts  
Fuel tanks  
Syringes and other medical waste  
Hazardous waste  
Paint cans (empty or with contents)  
Clothing and footwear  
Electronic Waste  
Construction and demolition materials  
Compacted recyclable materials  
Any material or items not listed in Schedule "A"

**Region of Queens Municipality  
Staff Report**

**To:** Council  
**From:** Mallory Plummer, Manager of Finance  
**Date:** March 9, 2021  
**Re:** **Tax Exemption Bylaw, second reading**

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**BACKGROUND**

Each year, Council review properties that are included under the Region's Tax Exemption Bylaw for possible additions and deletions. Attached is the proposed bylaw for 2021-2022, with a list of the associated exempted properties.

**DETAILS**

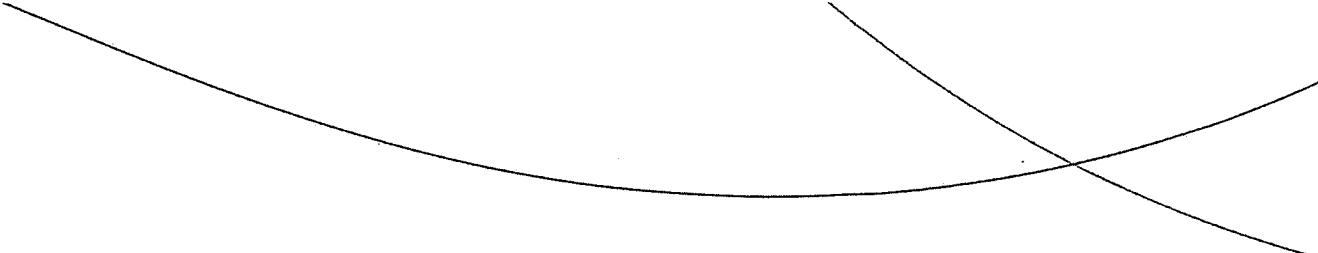
Since the approval of the current Tax Exemption Bylaw, staff are recommending one addition and one deletion from this Exemption list. Queens General Hospital Foundation has requested to be exempt from property taxes upon transfer of title in 2020.

The proposed bylaw was advertised in the February 17, 2021 edition of South Shore Breaker and no written comments regarding the proposed changes have been received.

**APPLICABLE LEGISLATION**

MGA 71 (1) The council may, by policy, exempt from taxation, to the extent and under the conditions set out in the policy

- (a) property
  - a. of a named registered Canadian charitable organization, and
  - b. that is used directly and solely for charitable purpose;
- (b) property of a non-profit community, charitable, fraternal, educational recreational, religious cultural or sporting organization if, in the opinion of the council, the organization provides a service that might otherwise be a responsibility of the council;



(e) the buildings, pump stations, deep well pumps, main transmission lines, distribution lines, meters and associated plant and equipment of a municipal water utility.

### **BUDGET IMPACTS**

Equates to approximately \$240,000 in tax dollars forgiven to local community groups and water utility uses.

### **RECOMMENDATION**

That Council of the Region of Queens Municipality gives second reading to Bylaw 14 respecting Tax Exemptions.

### **COMMUNICATIONS**

The approval of this Bylaw will be advertised the week of March 15, 2021 in the local paper and on our website.

## BYLAW NO. 14

### A BYLAW RESPECTING TAX EXEMPTIONS

**BE IT ENACTED** by the Council of the Region of Queens Municipality, under the authority of the *Municipal Government Act*, S.N.S. 1998, Chapter 18, as follows:

1. This Bylaw shall be known as Bylaw Number 14 and may be cited as "The Tax Exemption Bylaw".
2. The property of the organizations, or institutions named in Schedule "A" that would otherwise be classified as commercial, residential or resource property shall be totally exempt from taxation, including area rates, in the Region of Queens Municipality and the property of the organizations, or institutions named in Schedule "B" that would otherwise be classified as commercial property shall be partially exempt from taxation, including area rates, and will be required to pay the residential rate of taxes in the Region of Queens Municipality.
3. Where a property or part thereof, listed in Schedule "A" or "B", ceases to be occupied by the association or for the purposes set out in the Schedule, partial or total exemption from taxation shall cease and the owner of the property shall immediately be liable for the real property tax on such property or part thereof for the portion of the year then unexpired.
4. This bylaw shall be reviewed on an annual basis, to examine the tax-exempt status of the properties exempted by this bylaw.
5. This bylaw shall have effect in the municipal taxation year commencing on April 1, 2021.

**REPEAL**

6. The Tax Exemption Bylaw adopted by the Council of the Region of Queens Municipality on 24th day of March 2020, is hereby repealed.

**THIS IS TO CERTIFY THAT** this Bylaw was passed by the Council of the Region of Queens Municipality at a duly constituted meeting of said Council held the 9<sup>th</sup> day of March, 2021.

**SIGNED** by the Mayor and Deputy Clerk this \_\_\_\_\_ day of March, 2021

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DEPUTY CLERK

**READINGS:** First: February 9, 2021  
Second: March 9, 2021  
Date of Publication: February 17, 2021  
Newspaper: March 17, 2021

Office of the Minister of Municipal Affairs and Housing

Filed / Approved: \_\_\_\_\_

**SCHEDULE "A"**  
**Non-Profit Organizations**

<u>Assessment District</u>		<u>Assessment Account Number</u>
1	Hunts Point Community Hall	02116774
	Mersey Point Community Association	03217167
	District 3 Athletic Association	06018025
	Hollow Log Rifle and Pistol Association	02060078
	White Point Community Association	04905504
	Genesis Christian Church	04605802
	Harbour Authority Moose Harbour	03389111
	Queens Archers Association	01641832
		01641859
		00197254
		06466613
	Queens Day Care Association 03377768	
	04918665	
2	Community Hall of Port l'Hebert	00889555
	Port Joli Community Hall	03788946
	Spectacle Light Society	01763709
	South West Port Mouton Women's Community Association	04499182
	West Queens Recreation Association	04918053
		04318137
	West Queens Coastal Community Development Association	03400611
3	Milton Memorial Hall	03257665
	Milton Memorial Hall	10740215
	Milton Memorial Hall	10740223
	Trustees of Prince of Wales Lodge	03400905
	The Milton Canoe & Camera Club	04924037
	Queens Association for Supported Living	03012212
4	Queens Association for the Mentally Disabled	00583405
5	Brooklyn Recreation Committee	04764269

6	Brooklyn Recreation Committee	00484806 04764323 10495318
	Queens Recreational Boating Assoc.	08373183 00424897 00424501
7	Seaside Recreation and Community Centre Association	03401324
	Medway Head Lighthouse Society	10573548 01763776
8	Mill Village Community Hall	00889563
	Danesville Community Hall	01080687
9	Twinfields Community Association	08360510
	Greenfield First Settler's Place	01502379
	Greater Molega Lake Lot Owners Ass.	01796356
10	Westfield Community Club Trustees	04877047
	Community Club of Pleasant River	00888877
11	North Queens Historical Society	03539091
	Mechanics Lodge #78 AF & AM	03189317
	North Queens Medical Centre Association (Registration No. 078-5071-56)	03562956
	Roman Catholic Episcopal Corp	00759538
	Margaret Stanhope (Hunt Park)	02110393
	<del>North Queens Fire Association</del>	<del>06207049</del>
	North Queens Board of Trade	03539059
12	Kempton Community Hall	02331578
	New Grafton Community Hall	03491048
	Mersey Tobeatic Research Institute	06470548
13	Zetland Lodge #9	05047056
	Region of Queens Municipality	
	- Hank Snow Museum	08400113
	- Astor Theatre	04645693
	- Parking Lot / Veteran's Park	04645995
	Friends of Hank Snow Society	02578204
	Hines Proguide Limited	04645766

Queens Association for Supported Living	02950529 04026489 08375305
Liverpool Baseball Club (1982)	05172322 08390274
Mersey Amateur Athletic Association	01317288
Liverpool Curling Club	02571358
Region of Queens Water Utility	04645774

**SCHEDULE "B"**

**Non-Profit Organizations**

<b><u>Assessment District</u></b>		<b><u>Assessment Account Number</u></b>
13	Vishwa Nirmala Dharma Educational Society (50% value)	01885987
13	Queens General Hospital Foundation (50% value)	02912058