

Council Meeting

January 12, 2021

Time: 6:30pm

AGENDA

(VIA Webex virtual meeting)

1. **Call to Order**
2. **Approval of Previous Minutes**
3. **Approval of the Agenda**
4. **Ongoing Business:**
 - (a) Climate Change Mitigation
5. **New Business:**
 - (a) Valley Waste Resource Management Bylaw
 - (b) Fire Inspection Services Contract with County of Kings
 - (c) Conditional Temporary Borrowing Resolution for Solar Garden
 - (d) Review of Inter-municipal Service Agreements
 - (e) Diversity and Inclusion
6. **In Camera** (contractual)
7. **Adjournment**

Issue Report

Michael Payne, Chief Administrative Officer

2021 Jan 12

Issue

The Kings Region Climate Mitigation Working Group was successful in its application for \$60,000.00 in funding through the Low Carbon Communities Fund.

Background

Last year staff from the Towns of Berwick, Kentville, Wolfville, and the Municipality of the County of Kings, began to explore opportunities for meaningful regional climate action. They identified a set of shared/regional priorities addressing the risks and hazards of climate change they face together (adaptation) and opportunities to reduce emissions (mitigation).

The Working Group aims to develop a regional Municipal Climate Change Action Plan: a collaborative response to the climate crisis by the participating municipalities. The goal is to develop a clear, evidence-based regional plan for Greenhouse Gas emission reduction, based on local circumstances and best practices, and endorsed by all municipal Councils.

The Working Group applied for a grant through the provincial Low Carbon Communities funding stream to begin to address these efforts. Cash and in kind contributions are being made by each municipality. In addition, the Municipality of the County of Kings and the Town of Wolfville each have full time staff dedicated to these efforts. Specifically, the project will:

- (1) identify sources of GHG emissions in King's County region,
- (2) explore and develop individual and joint emissions reduction opportunities, and
- (3) produce a plan for consideration and adoption by the participating Municipalities.

On October 13, 2020 Council passed a motion committing up to \$2500.00 to this project if the grant funding was approved.

Council will be kept apprised of next steps and regularly updated on project deliverables.

See attached

- *Draft Terms of Reference*
- *LCC Funding application*

**Michael R. Payne
Chief Administrative Officer
Town of Berwick**



The Kings County Climate Mitigation and Adaptation Working Group

Terms of Reference

Purpose

1. The primary purposes of the Kings County Climate Mitigation and Adaptation Working Group are to:
 - a. Guide the development of projects and initiatives toward climate change mitigation and adaptation;
 - b. Advise the respective municipal units on solutions to regional challenges around climate change mitigation and adaptation issues, in the best interest of their residents;
 - c. Identify and pursue projects of joint interest, including but not limited to,
 - i. GHG emissions quantification and reduction,
 - ii. Flood risk and hazard identification and mitigation,
 - iii. Forest management, and
 - iv. Sustainable and active transportation;
 - d. Allow the communities in the County to speak with a united voice on climate change related issues; and
 - e. Pursue and improve awareness of funding and partnership opportunities to support the types of initiatives identified above.

Through respectful communication and collaboration, the group will work to understand regional environmental issues that face municipal units individually and collectively. Members will work together to identify effective, economical, and efficient solutions for reducing greenhouse gas emissions, and for climate change adaptation and mitigation.

Related Legislation

2. The following legislation may be referenced to inform interpretation of and provide context for the work of the Committee:
 - a. Sustainable Development Goals Act 2019, Province of Nova Scotia;
 - b. Municipal By-law 64, Meetings and Procedures;
 - c. Municipal By-law 102, Committees Governance;
 - d. Municipal Climate Change Action Plan 2013;
 - e. Integrated Community Sustainability Plan 2011, Municipality of the County of Kings;
 - f. Integrated Community Sustainability Plan 2011, Town of Berwick;
 - g. Integrated Community Sustainability Plan 2011, Town of Kentville;
 - h. Integrated Community Sustainability Plan 2011, Town of Wolfville

Definitions

3. The following definitions will be used to interpret these Terms of Reference:
 - a. "Agreements" means the agreements between the Partners.



- b. "Climate Change Adaptation" means addressing the impacts of observed or anticipated climate change.
- c. "Climate Change Mitigation" means addressing the causes of climate change.
- d. "Council" means the Council of the Municipality of the County of Kings, Town of Berwick, Town of Kentville, and Town of Wolfville.
- e. "Region" means Kings County, including the Municipality of the County of Kings, Town of Berwick, Town of Kentville, and Town of Wolfville.
- f. "Working Group" means the Municipality of the County of Kings (the "Municipality") and the Town of Berwick, Town of Kentville and Town of Wolfville.

Responsibilities

4. Members of the Working Group are expected to:
 - a. Review any agenda and accompanying materials;
 - b. Attend and participate in all relevant meetings, where possible;
 - c. Attend and participate in any working groups, as appropriate;
 - d. Advise on strategies and actions required to achieve municipal goals and objectives around resiliency and sustainability documented in the Integrated Community Sustainability Plan (2010), Municipal Climate Change Action Plan (2013), and similar; and
 - e. Advise on the implication and implementation of Council policies regarding sustainability and resiliency.

Membership & Terms of Appointment

5. The Working Group shall be composed of the following Voting Members.
 - a. Climate Change Coordinator for the Municipality or designee;
 - b. Climate Change Coordinator for the Town of Berwick or designee;
 - c. Climate Change Coordinator for the Town of Kentville or designee; and
 - d. Climate Change Mitigation Coordinator for the Town of Wolfville or designee.
6. Additional staff may attend as needed, as non-Voting Members of the Working Group.
7. Only Voting and non-Voting Members of the Working Group may participate in Working Group meeting deliberations.

Meetings & Governance Matters

Working Group Values

8. The Working Group is expected to operate in compliance with the Municipal Code of Conduct, and the policies, laws, and regulations governing the Municipality and Towns. The Working Group shall consider the economic, environmental, and social/cultural implications for the region in its decision-making.



Accountability and Reporting

9. The Working Group is accountable to Council the CAOs of the participating municipalities.
10. The Working Group shall report to the CAOs and Councils as often as necessary but at least following specific requests from Council. Reporting shall normally be done through the respective Working Group's Voting Member.
11. The Municipality's Voting Member will provide periodic updates on the activities and decisions of Council pertinent to the work of the Working Group.
12. The Working Group shall annually review, discuss, and assess its performance. The Working Group will review these Terms of Reference on an annual basis and recommend any necessary changes to Council.

Meeting

13. The group will meet once a month or as required. Meetings take place during working hours for up to one hour. The group consists of staff representatives from the Municipality of the County of Kings, Town of Berwick, Town of Kentville and Town of Wolfville.

Quorum and Decision Making

14. A quorum consists of three (3) voting members of the Working Group.
15. All motions require the approval of a simple majority of the Voting Members. Tie votes are considered a negative vote.
16. Motions on decisions or endorsements made by or on behalf of the working group and all participating municipalities must be made by consensus: any negative vote blocks the passing of the motion.
17. Projects of the working group can be undertaken collectively by all members, or by two or more members as a subset of the group.

Rules of Procedure

18. The Working Group shall conduct business according to Part II of Bourinot's Rules of Order, 4th revised edition except as modified by Bylaw 102.

Communications

19. The Working Group members will maintain direct, open, productive communications with staff and other key advisors as appropriate.

Issue Report

Michael Payne, Chief Administrative Officer

2021 Jan 12

Issue

Valley Region Solid Waste Resource Management Bylaw

Discussion

In the late fall of 2019 The Valley Region Solid Waste-Resource Management Authority (Valley Waste) prepared a draft bylaw for consideration by its Municipal owners (Parties). In February 2020, the Town passed the draft bylaw and directives. Subsequently, the Municipality of the County of Kings (MoK) undertook a review of the draft with two primary objectives:

1. to the extent possible ensure the proposed Bylaw will withstand any legal challenges; and
2. incorporate the operational requirements of Valley Waste.

The review of the Bylaw identified three specific areas that require the Town to repeal and replace the February 2020 bylaw with the attached. The changes to the bylaw streamline the process and clarify Valley Waste's role in regional solid waste management. The draft Town Bylaw has Valley Waste:

- **recommending Directives for Council approval;**
Although Council approved the Directives through the original bylaw approval process; the updated bylaw includes the Directives as a Schedule to the Bylaw, forming part of the bylaw that is in full force and effect.
- **recommending to the Town the Bylaw Enforcement Officer(s) to be appointed by Council; and**
Council's practice has been to appoint the Bylaw Enforcement Officer(s) of Valley Waste to provide authority within the Town's jurisdiction to enforce the Valley Waste Bylaw, although this was not stated in the previous bylaws. A clause has been added to require the appointment by the municipality to authorize authority.
- **setting out Schedules 1(a) and 1(b) of the draft By-law as delegated authority to Valley Waste.**
The Town should detail the delegation of authority enabled under section 60 of the Municipal Government Act to Valley Waste for adoption of rules and fees associated with solid waste facilities and tip fees.

Proposal

That Council repeal and replace the Valley Region Solid Resource Waste Management Bylaw that was adopted in February 2020, with the attached proposed bylaw to streamline authority delegation and appointment of enforcement officers.

Financial Impacts

No financial impacts

Recommendation

Staff recommends that Council adopt the proposed bylaw. The Town and the Town of Middleton were the only municipal units that approved the existing bylaw before receiving notice that the MoK was undertaking a review. The remaining Parties of Valley Waste will be approving the proposed bylaw as well.

see attached.

Michael R. Payne
Chief Administrative Officer
Town of Berwick



Solid Waste Resource By-Law

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WHEREAS section 325 *Municipal Government Act, 1995 R.S.N.S. c. 18*, as amended (*MGA*), enables Council to make by-laws pertaining to solid waste; and

WHEREAS the Town of Berwick is party to an Agreement under section 60 *MGA*, that created the Valley Region Solid Waste-Resource Management Authority as a municipally owned body corporate;

NOW THEREFORE BE IT RESOLVED THAT the Town of Berwick hereby enacts as follows:

1 Repeal

All existing Solid Waste-Resource Management By-Laws are hereby repealed.

2 Definitions

In this By-law:

- 2.1 "Authority" means the *Solid Waste-Resource Management Authority* as defined in provision 2.1 herein;
 - 2.2 "Authority Collection" means collection of Solid Waste by or on behalf of the Authority from waste generators pursuant to this By-law and any issued Directives;
 - 2.3 "Boxboard" means cereal, shoe, tissue, detergent, cracker, cookie, baking product and frozen food boxes, toilet paper rolls and paper towel rolls or like items, with plastics removed;
 - 2.4 "Bulky Items" means large items of a household nature including, without limitation, furniture, stoves, fridges with "CFC-free" sticker on, mattresses, bed springs, barrels, water tanks, dishwashers, Oil Tanks, and pieces of fencing;
 - 2.5 "By-law Enforcement Officer" means a person with Special Constable Designation per ss 89 and 90 Police Act, employed by the Authority to administer and enforce this By-law;
 - 2.6 "Collection Cart" or "Cart" means a cart supplied by the Authority for the Storage of Source-Separated Solid Waste such as an aerated cart for the collection of organic materials;
 - 2.7 "Collection Containers" means bags, garbage cans or other containers approved in any Directive;
 - 2.8 "Compostable Organics" or "Organics" or Compostables means Food Waste, Leaf and Yard Waste, Soiled and Non-Recyclable Paper, branches and bushes, natural Christmas trees without decorations and stands and other material of plant or animal origin as set out in any Directive, but does not include whole companion animal or
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- livestock carcasses or parts thereof that may create hazards or nuisance except as approved by the General Manager or designate;
- 2.9 “Construction and Demolition Waste” or “C&D” means materials normally used in the construction of buildings, structures, roadways, walls and other landscaping material, and includes, without limitation, soil, asphalt, brick, mortar, concrete, drywall, plaster, cellulose, fibreglass fibers, lumber, wood, asphalt shingles, and metals;
- 2.10 “Directive” means a provision recommended by the Authority and adopted by the Municipality and as set out in a Schedule to this By-law;
- 2.11 “Dispose” means the actions of dumping, abandoning, placing or leaving or the causing or permitting of any of these actions with respect to any Solid Waste on any property within the jurisdiction of this By-law;
- 2.12 “Eligible Premises” means those properties within the jurisdiction of the Authority, which are eligible for Authority Collection as set out in any Directive;
- 2.13 “Dwelling Unit” means a building or a unit with a separate entrance, kitchen, and sanitary facilities in a building, occupied or intended to be occupied as a home or residence by one or more persons but does not include a hotel, motel, guesthouse, inn, or travel trailer;
- 2.14 “Food Waste” means, without limitation, fruit and vegetable peelings, table scraps, meat, poultry and fish, shellfish, dairy products, cooking oil, grease and fat, bread, grain, rice and pasta, bones, egg shells, coffee grounds and filters, tea leaves and bags or other like items;
- 2.15 “General Manager” means the General Manager of the Authority, the successor to such position, or a designate;
- 2.16 “Hazardous Waste” means solid or liquid waste that may be harmful to humans, animals, plant life or natural resources including, without limitation, industrial chemicals, toxic, flammable, corrosive, radioactive, reactive, pathological and PCB waste, oil, gasoline, paint solvent, wood preservatives, ink, battery acid and pesticides;
- 2.17 “Household Hazardous Waste” or “HHW” means Hazardous Waste generated in households including, without limitation, solvents, glues, cleaners, paints and finishes, asphalt sealers, gasoline, diesel, kerosene, pesticides, lawn and garden chemicals, poisons, propane tanks, roofing tar, pool chemicals, lubricating oil, batteries, and automotive fluids. For the purposes of this By-law, Household Hazardous Waste does not include PCBs, radioactive materials, explosives, fireworks, pathological wastes, and ammunition;
- 2.18 “IC&I Waste” means Solid Waste generated by, from or within any Industrial/Commercial/Institutional Premises.
- 2.19 “IC&I Premises” means a lot of land occupied by one or more industrial, commercial or institutional establishments;
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- 2.20 "Litter" means loose Solid Waste items, usually smaller in size, that are distributed over a distance or area, including, without limitation, disposable drink cups, beverage bottles and containers, cigarette boxes, cigarette butts, potato chip bags, and food and candy wrappers;
- 2.21 "Leaf and Yard Waste" means grass clippings, leaves, brush, twigs, house and garden plants, sawdust and wood shavings and other like items;
- 2.22 "Multi-Unit Residential Building" means a dwelling containing three or more residential Dwelling Units and may include condominiums;
- 2.23 "Mini-bin" means a small container supplied to Eligible Premises by the Authority for the collection of organic materials prior to deposit in an Organics Collection Cart;
- 2.24 "Notice of Violation or Summary Offence Ticket" means an administrative monetary penalty issued by the Municipality for violating the By-law which, if paid as required, will result in no prosecution for the offence being commenced by the Municipality;
- 2.25 "Occupant" means any person who occupies property, including lands or buildings, and includes a tenant, lessee, roomer, subtenant, under-tenant or co-tenant, or who otherwise occupies or has occupied land or buildings and heirs, assigns and legal representatives;
- 2.26 "Oil Tanks" means residential oil tanks, cleaned and emptied of all liquids that hold a maximum volume of 900 litres;
- 2.27 "Order" means a written direction requiring any person to comply with a provision of this By-law;
- 2.28 "Property Owner" or "Owner" has the same meaning as "Owner" in the *Municipal Government Act* and, for greater clarity, includes a landlord, a lessor, an Owner, the person giving or permitting the occupation of premises, heirs and assigns and legal representatives and, in the case of a corporation, the officers and directors;
- 2.29 "Public Waste" means Solid Waste generated in or on premises where the public is or would normally be responsible for disposing of waste including, without limitation, enclosed or exterior shopping centres, malls, food courts, quick-service or counter- service restaurants, sports arenas, office or other commercial premises, retail premises, private or public parks or campgrounds, and inside or outside public event venues;
- 2.30 "Recyclable Materials" or "Recyclables" means newsprint, corrugated cardboard, Boxboard and other paper products, redeemable beverage containers, milk cartons, glass bottles and jars, steel/tin food cans, aluminum cans, aluminum foil plates, trays and wrap, high-density polyethylene plastic containers (HDPE #2), low-density polyethylene plastic containers (LDPE #4), and polyethylene terephthalate plastic bottles (PET #1), plastic bags (#2 and #4), stretch wrap (pallet wrap) or other items set out in any Directive;
- 2.31 "Residential Premises" means any house, dwelling, apartment, condominium, flat, tenement, mini-home, mobile home, mobile home park, mobile home space or any property that is occupied or may be occupied by an individual as a residence or

- that part of any such place, and includes any such property or premises occupied by an Owner and family;
- 2.32 “Residual Waste” means any Solid Waste remaining after diversion of Recyclables, Organics and Hazardous Waste or Household Hazardous Waste, tires, and electronics;
- 2.33 “Soiled and Non-Recyclable Paper” means dinner napkins, paper towels and fast food wrappers, wax paper, wrapping paper, soiled pizza boxes, paper plates and cups, damp and soiled newspaper and flyers, sugar, flour and potato paper bags or other like items or such other items that may be set out in any Directive;
- 2.34 “Solid Waste” means Residual Waste, Recyclables, Organics, Compostable Organics, construction and demolition debris, and other discarded materials resulting from residential, commercial, institutional and industrial activities that are commonly accepted at a municipal Solid Waste management facility, but excludes wastes from industrial activities regulated by an approval issued pursuant to the *Environment Act*;
- 2.35 “Source-Separated Solid Waste” means Solid Waste that has been sorted and separated at the point of origin, to facilitate its reuse, recycling, composting or disposal; for greater clarity, references to ‘source separation’ and ‘source separation of Solid Waste’ have the same meaning;
- 2.36 “Special Collection” means an Authority Collection for Bulky Items and such other materials as may be set out in any Directive;
- 2.37 “Storage Facility” or “Storage” means any container, Collection Cart, receptacle, building, structure, enclosure or other facility capable of, or intended to be used for, the temporary holding or storage of Solid Waste;
- 2.38 “Unsorted Solid Waste” means any Solid Waste that is not sorted and separated and contains materials banned from landfill as Directives;
- 2.39 “Valley Region” or “Region” means the Valley Region as defined in the Nova Scotia Solid Waste-Resource Management Regulations and any amendments thereto;
- 2.40 “Warning” means written notice by a By-law Enforcement Officer of contravention or failure to comply with any provision of this By-law, but which is not subject to section 9.0-Offence Enforcement and Penalties whereby proceedings are instituted; and
- 2.41 “Waste-Resource Management Centre” means a facility operated by the Authority for receiving, storing, sorting and shipping Solid Waste.

3 Valley Region Solid Waste-Resource Management Authority

- 3.1 The *Valley Region Solid Waste-Resource Management Authority*, referenced herein as the Authority, is a body corporate established pursuant to an Intermunicipal Services Agreement (IMSA) to which this Municipality is party. The municipal parties thereto have delegated responsibility for the management of Solid Waste within

their respective jurisdictions, pursuant to section 60 *Municipal Government Act* and the Solid Waste- Resource Management Regulations enabled by the *Environment Act* to the Authority.

- 3.2 Pursuant to the IMSA, it is agreed that each party shall establish and maintain a complementary Solid Waste-Resource Management By-law for the efficient and consistent execution of the Authority mandate throughout the jurisdiction of the municipal parties. Accordingly, this By-law may reference places or facilities within the Region that are beyond the geographical boundaries of this Municipality and it is intended that any such references in this By-law be construed and applied in a manner consistent with the provincially-mandated regional approach to Solid Waste-Resource management.
- 3.3 The General Manager is the chief administrator of and is responsible to the Authority for its proper administration in accordance with provincial legislation and regulations, any Directive, and plans approved and established by the Authority. The General Manager shall be responsible for the administration and enforcement of this By-law.
- 3.4 Directives to supplement and assist with the administration and enforcement of this By-law may be adopted and included as a Schedule hereto and shall form part of this By-law and shall be subject to the penalty provisions herein.
- 3.5 The Authority shall recommend to the Municipality the appointment of a By-law Enforcement Officer to assist with the administration and enforcement of this By-law. Municipal Council shall consider the recommendation and may approve the appointment by resolution.
- 3.6 For the purpose of administration of this By-law, the General Manager or the By-law Enforcement Officer, or an agent or employee of the Authority so designated by either, may, at any reasonable time, enter and inspect any land or premises, other than a dwelling or a room being used as a dwelling, to verify compliance with this By-law and Directives, and may inspect Solid Waste and any Storage Facility.
- 3.7 The General Manager or the By-law Enforcement Officer may issue an Order directing any person to comply with the provisions of this By-law, including any Directive, in the manner and within the time specified therein.
- 3.8 Any Order or other written direction pursuant to section 3.7 signed by the General Manager or By-law Enforcement Officer, is effective if delivered personally to the person named therein or posted on the premises or if sent by prepaid post or facsimile or email transmission to the most recent known address of the person named and shall be deemed to have been received by such person, in the case of facsimile or e-mail transmission on the day after it was sent and in the case of prepaid post, on the third day after it was sent where receipt is not acknowledged, in the case of posting on the premises, on the day thereof.
- 3.9 It shall be an offence for any person to fail or refuse to comply with an Order signed by either the General Manager or Bylaw Enforcement Officer pursuant to this By-law.

4 Prohibitions

4.1 Illegal Dumping of Solid Waste

- 4.1.1 No person shall Dispose of or permit the Disposal of, dump, place, leave, abandon, or deposit Solid Waste at any public or private place within the Municipality unless that place is duly licensed to receive and Dispose of that particular category or item of Solid Waste.
- 4.1.2 Litter is not illegal dumping, and therefore is not within the jurisdiction of this By-law.

4.2 Illegal Dumping of Solid Waste at Authority Waste Facility

No person shall Dispose of Residual Waste or Solid Waste on the lands of a Waste-Resource Management Centre or any other facility licensed to receive any category of waste except during operational hours and only where directed by the Centre or facility.

4.3 Illegal Burning of Solid Waste

No person shall burn Solid Waste in the Municipality in a barrel, stove or other device or in the open as a method of Solid Waste disposal, excepting brush, tree limbs and milled wood that is free from adhesives, coatings and preservatives and, with respect to such products, only where such burning is permitted by law.

4.4 Disposal of Banned Materials

No person shall Dispose of the following materials at any licensed Solid Waste management facility, or Dispose of any such materials in a Storage area, Storage Facility, or collection container intended for Residual Waste disposal in an incinerator or landfill, namely:

4.4.1 Banned by Provincial Regulation

Materials banned from Disposal by provincial regulation, including those materials listed in Schedule B of the Nova Scotia Solid Waste-Resource Management Regulations as amended from time to time;

4.4.2 Banned by the Authority

Materials banned from time to time by this By-law.

4.5 Flow Control

No person shall export or remove from the Municipality Residual Waste, Construction and Demolition Waste, or Unsorted Solid Waste generated within the Municipality unless permitted otherwise by the General Manager or designate, and without limiting the foregoing, transport is permitted only to Waste-Resource Management Centres authorized by the Authority.

4.6 Notwithstanding section 4.5, the Authority may export Residual Waste, Construction and Demolition Waste or Unsorted Solid Waste to approved facilities beyond the jurisdiction of the Municipality.

4.7 Waste Accumulation

No Occupant or Owner of property in the Municipality shall allow, permit or authorize the accumulation of Solid Waste on or around property owned or occupied by them or allow, permit or authorize any uncollected Solid Waste to remain on or around property owned or occupied by them other than in a Storage Facility as approved in this By-law or in any Directive.

4.8 No person shall leave the lid or door of the Storage Facility open except during loading or unloading.

4.9 No person shall place any Solid Waste for collection on a property other than a property owned or occupied by that person, except as permitted by the General Manager or designate.

5 Source Separation Requirements

5.1 It shall be an offence of this By-law to fail to comply with any Directive pertaining to source separation of Solid Waste.

5.2 All Solid Waste being generated by or from any Residential Premises or any IC&I Premises shall be source-separated and packaged in accordance with any issued Directive and shall also comply with this By-law.

5.3 Public Waste

The Property Owner and the Occupant of any premises where Public Waste is generated shall provide common area containers designed to receive and accommodate the quantities of Source-Separated Solid Waste generated on that site, as required by this By-law or any Directive, and shall ensure that such containers are clearly labeled and are accessible to the public, tenants, employees, visitors and Occupants of such premises.

6 Authority Collection

Solid Waste to be collected by or on behalf of the Authority must comply with the provisions of this section.

6.1 Collection Container Placement

6.1.1 Except as otherwise permitted by this By-law, or by the General Manager, Collection Containers shall be placed roadside for collection as close as practicable to the edge of the street or roadway, and no further than five (5) meters from the travelled portion of the street or roadway to facilitate efficient unobstructed collection, accounting for factors such as urban versus rural setting, winter snow clearing operations, ditches, brush, and the like.

6.1.2 All Solid Waste placed for collection shall be in front of and on the same side of the street or roadway as the Eligible Premises from which it has been generated.

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- 6.1.3 Collection Carts shall be placed roadside in an upright position with the lid closed.
- 6.1.4 In the case of Multi-Unit Residential Buildings, the Owner shall provide a Storage Facility for Source-Separated Solid Waste in an easily accessible location on the building property in accordance with this By-law, any issued Directive and other applicable municipal requirements. Any collection contractor engaged by the Authority will collect Solid Waste from this location in accordance with source-separation and collection Directives provided it is accessible when the collection truck arrives, and otherwise shall be placed roadside for collection.
- 6.1.5 Collection will occur on public streets and roads only, except for: private roads identified by the Authority; roads on federal lands in cases where the cost of collection has been paid for by a grant in lieu of taxes or other means; or other roads as designated from time to time by the Authority, provided that all such roads must be in acceptable condition for the collection vehicles.
- 6.1.6 For all roads not otherwise addressed, collection will occur at the nearest intersection with a public street or road. Source-Separated Solid Waste must be brought to the intersection and placed in accordance with section 6.2 Set- out Times of this By-law; otherwise placement must be in the Solid Waste generator's own permanent Storage Facility or in the closest Storage Facility provided by the Authority for that purpose.

Any such Storage Facility must be in compliance with Storage requirements set out in clause 6.5 Solid Waste Storage.

6.2 Set-out Times

- 6.2.1 Solid Waste shall be set out for collection only between 7:00 pm the night before and 7:00 am on collection day. In the event of conditions preventing collection, the Property Owner shall remove prior to the end of collection day all Solid Waste not collected and set it out again on the scheduled alternative collection day or the next regularly scheduled collection day.
- 6.2.2 For Special Collections (Spring and Fall cleanups) Solid Waste for roadside collection shall be set out no earlier than the weekend immediately before the scheduled Special Collection week.

6.3 Removal of Collection Containers and Uncollected Material from Roadside

- 6.3.1 Removal of Collection Containers
Solid Waste Collection Containers shall be removed or caused to be removed by the Property Owner from roadside by the end of collection day excepting permanent Solid Waste Storage facilities. Permanent Storage facilities shall comply with this By-law and any issued Directives.

Collection Carts shall be removed from roadside and stored on the premises.

6.3.2 Removal of Uncollected Solid Waste

Any Solid Waste not collected for any reason, including, without limitation, Litter in or around any Storage Facility, shall be removed or caused to be removed by the Property Owner by end of collection day and properly sorted, contained, stored and Disposed of in accordance with this By-law.

Where uncollected Solid Waste has not been removed from roadside within 24 hours of collection day's end, and in cases where Solid Waste has been placed roadside outside the permitted time, the General Manager may arrange for the removal and Disposal of such waste and invoice the Property Owner for associated costs. For the purposes of this section and section 507 *Municipal Government Act*, the General Manager shall be deemed to be an employee of the Municipality.

6.4 Directives

The Municipality may adopt as part of this By-law Directives recommended by the Authority respecting the collection of Solid Waste, including, without limitation, the contents, type, nature, location and weight of Collection Containers or Storage facilities. The Directives, if adopted by the Municipality, shall form a part of this Bylaw and it shall be an offence to fail to comply with any such Directive.

6.5 Solid Waste Storage

Solid Waste Storage facilities shall be:

- 6.5.1 Weather-tight and animal-proof with the lid or door maintained in a closed position except during loading or unloading;
- 6.5.2 Capable of accommodating the quantities of Source-Separated Solid Waste generated between collections at that location;
- 6.5.3 Designed and constructed such that Solid Waste remains in a source-separated condition;
- 6.5.4 Easily accessible to all users and easily serviced by the collector;
- 6.5.5 Safe for their intended users; and
- 6.5.6 In cases where Authority Collection is provided at the Storage location, placed to provide unobstructed access over clear ground free of snow, ditches, brush or other obstacles to the Authority Collection truck within five (5) meters of the loading hopper.

6.6 Owner and Occupant Responsibilities for Solid Waste Management

The responsibility for management of Solid Waste in Residential Premises and IC&I Premises is shared by each Property Owner, jointly and severally, and each Occupant, jointly and severally, as follows:

6.6.1 Property Owner Responsibilities

The Property Owner shall:

- 6.6.1.1 Provide Solid Waste Storage facilities as set out in section 6.5;
- 6.6.1.2 Where any Storage Facility is inaccessible to the collection truck as required in section 6.5.6 on regular or Special Collection days, ensure that Solid Waste is set roadside in accordance with section 6.2;
- 6.6.1.3 Maintain any Solid Waste Storage facilities in good repair and in a clean, tidy, and sanitary condition at all times, both inside and outside, including the immediate surroundings; and
- 6.6.1.4 Ensure that Collection Containers, Storage facilities and uncollected Solid Waste, including Litter produced or resulting from set-out Solid Waste by pests, weather conditions or otherwise, are removed by the end of collection day.

6.6.2 Occupant Responsibilities

The Occupant shall:

- 6.6.2.1 Source-separate and package all Solid Waste generated in the Occupant's premises as per section 5 of this By-law and issued Directives; and
- 6.6.2.2 Between collections, place sorted and packaged Solid Waste in the Storage Facility provided by the Property Owner or in their own Storage Facility, as the case may be.

6.7 Inspection and Rejection Guidelines

Solid Waste set out for Authority Collection shall be subject to inspection by the collection contractor or by Authority staff. Solid Waste not in compliance with this By-law or any Directive may be rejected.

6.8 Authority Collection Prohibitions

No person shall:

- 6.8.1 Pick over, remove, disturb or otherwise interfere with any Solid Waste that has been set out for Authority Collection except that Solid Waste set out for Special Collections may be removed for salvage or reuse providing that the set-out location must be left in a clean and tidy condition;

6.8.2 Collect Solid Waste placed for collection by the Authority; or

6.8.3 Remove a collection container placed roadside.

These prohibitions do not apply to the person who placed the waste for collection, to the Authority, or to its contractors.

6.9 Suspension of Collection

The General Manager may suspend Authority Collection, upon written notice, at any Eligible Premises where one of the following deficiencies develops until corrected to the General Manager's satisfaction, namely:

6.9.1 An unsafe or potentially unhealthy condition or a nuisance or a potential nuisance related to Storage or collection of Solid Waste;

6.9.2 Persistent violation of any provision of this By-law or any Directives, Orders or other written notice issued pursuant to this By-law; or

6.9.3 Road conditions are unsafe for collection.

7 Non-Authority Collection and Disposal of Solid Waste

The provisions of this section apply to all residential and IC&I Premises generating waste that is unacceptable for Authority Collection or exceeds allowable limits of Authority Collection or which for any other reason is not placed for Authority Collection by the Owner or Occupant, and is managed either by the Owner or Occupant or by another person or corporation for or on behalf of the Owner or the Occupant.

7.1 Solid Waste Removal

The Property Owner or Occupant of premises shall promptly remove and Dispose of all Solid Waste not collected by Authority Collection.

7.2 Solid Waste Storage

7.2.1 The Owner of any premises housing a Storage Facility, or the Owner or user thereof shall each ensure that such Storage Facility is:

7.2.1.1 weather-tight and animal-proof with the lid or door maintained in a closed position except during loading and unloading;

7.2.1.2 capable of accommodating the quantities of Source-Separated Solid Waste generated between collections at that location;

7.2.1.3 designed and constructed such that Solid Waste remains in a source-separated condition;

7.2.1.4 emptied and cleaned regularly;

-
- 7.2.1.5 maintained in good repair and in a clean and tidy condition at all times, both inside and outside, including the immediate surroundings; and
 - 7.2.1.6 clearly labelled with signage for source-separated waste streams.
- 7.3 No person shall place Solid Waste in any Storage Facility without permission of the Owner of the premises or the Owner or renter of the Storage Facility. .
- 7.4 All Storage facilities are subject to inspection per this By-law.
- 7.5 The Owner of the premises or the Owner or renter or user of any Storage Facility shall each ensure that all Solid Waste placed in such Storage Facility is source-separated and packaged in accordance with this By-law and any issued Directive.
- 7.6 Any person collecting, transporting or hauling Solid Waste or any Storage Facility shall ensure that all Solid Waste contained within such vehicle or Storage Facility is delivered to the Waste-Resource Management Centre in a source-separated condition and deposited at the Waste-Resource Management Centre in the designated locations for each type of Source-Separated Solid Waste.
- 7.7 It is an offense to haul Unsorted Solid Waste to the Waste-Resource Management Centre for Disposal or to fail to deposit each type of Source-Separated Solid Waste in designated locations at the Waste-Resource Management Centre.

8 Waste-Resource Management Centres

- 8.1 The Municipality delegates its authority as enabled under section 60 *MGA* to the Authority relative to the operation of Waste-Resource Management Centres and related tip fees as depicted in Schedules 1(a) and 1(b) of this By-law, as may be amended from time to time, by the Authority.
- 8.2 The Authority may recommend Directives to be adopted by the Municipality respecting the efficient, safe and environmentally-sound operation of Waste-Resource Management Centres in the Region and it shall be an offence to fail to comply with any such Directive.
- 8.3 Inspection and Enforcement
- All loads entering the Waste-Resource Management Centre are subject to inspection and enforcement by the General Manager or designate. The General Manager or designate may issue warnings, charge increased tipping fees, impose administrative fees or revoke privileges of site users for non-compliance with this By-law or any issued Directive.
- 8.4 No person shall remove Solid Waste from a Waste-Resource Management Centre except as authorized by the General Manager or designate.
- 8.5 The operator of every commercial collection vehicle entering the Waste-Resource Management Centre site shall produce, upon request of the General

Manager or designate, a manifest comprising a customer list whose Solid Waste is on board the vehicle.

9 Offence Enforcement and Penalties

- 9.1 No person shall contravene or fail to comply with any provision of this By-law.
- 9.2 This By-law may be enforced, at the discretion of the Municipality, by any peace officer or By-law Enforcement Officer, in accordance with the procedures set out in the *Municipal Government Act* or by means of a Summary Offence Ticket per the *Municipal Government Act* or *Summary Proceedings Act*.
- 9.3 The *Summary Proceedings Act*, where applicable, shall apply to proceedings under this By-law.
- 9.4 Except as otherwise provided in this By-law, any person who violates the following provisions of this By-law or who suffers or permits any act or thing to be done in contravention thereof, or who makes any false or misleading statements in relation to any duty, obligation or application pursuant to the following provisions of this By-law, or who refuses, omits, fails to comply with or neglects to fulfill, observe, carry out or perform any duty or obligation imposed by the following provisions of this By-law shall be liable upon summary conviction:
- 9.4.1 Section 4.8 (failing to close the lid or door of Storage)
 - 9.4.2 Section 4.9 (unauthorized placing of waste for curbside collection)
 - 9.4.3 Section 6.1 (improper collection container placement)
 - 9.4.4 Section 6.2 (improper set-out time)
 - 9.4.5 Section 6.8.1 (interfering with Solid Waste set out for collection)
 - a. for the first offence to a penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) or imprisonment for a period of not more than fourteen (14) days or both;
 - b. for the second offence to a penalty of not less than two hundred dollars (\$200.00) and not more than seven hundred and fifty (\$750.00) or imprisonment for a period of not more than thirty (30) days or both;
 - c. for the third offence to a penalty of not less than four hundred dollars (\$400.00) and not more than one thousand dollars (\$1,000.00) or imprisonment for a period of not more than sixty (60) days or both.
- 9.5 Except as otherwise provided in this By-law, any person who violates the following provisions of this By-law or who suffers or permits any act or thing to be done in contravention thereof, or who makes any false or misleading statements in relation to any duty, obligation or application pursuant to the following provisions of this By-law, or who refuses, omits, fails to comply with or neglects to fulfill, observe, carry out or perform any duty or obligation imposed by the following provisions of this By-law shall be liable upon summary conviction:
- 9.5.1 Section 3.4 (failure to comply with a Directive)

-
- 9.5.2 Section 3.9 (failure to obey a Warning or other written notice)
 - 9.5.3 Section 4.1 (illegal dumping)
 - 9.5.4 Section 4.2 (illegal disposal at licensed facility)
 - 9.5.5 Section 4.3 (illegal burning)
 - 9.5.6 Section 4.4 (disposing of banned Solid Waste)
 - 9.5.7 Section 4.5 (removing or exporting Residual Waste or Unsorted Solid Waste)
 - 9.5.8 Section 4.7 (accumulating of Solid Waste)
 - 9.5.9 Section 5.2 (failure to source-separate solid waste)
 - 9.5.10 Section 5.3 (failure to provide for source-separation of Public Waste or label containers)
 - 9.5.11 Section 6.3 (failure to remove uncollected containers or waste from roadside)
 - 9.5.12 Section 6.6.1 (failure to fulfill Property Owner's responsibilities)
 - 9.5.13 Section 6.6.2 (failure to fulfill Occupant's responsibilities)
 - 9.5.14 Section 6.8.2 (illegally collecting Solid Waste set out for Authority Collection)
 - 9.5.15 Section 6.8.3 (illegally removing Collection Containers)
 - 9.5.16 Section 7.1 (failure to promptly remove Solid Waste from premises)
 - 9.5.17 Section 7.2 (failure to provide proper waste Storage for non-Authority Collection)
 - 9.5.18 Section 7.3 (unauthorized use of Solid Waste Storage)
 - 9.5.19 Section 7.5 (Owner's or renters of Storage Facility failure to ensure Solid Waste in Storage Facility is source separated and packaged)
 - 9.5.20 Section 7.6 (hauler's failure to keep hauled Solid Waste source separated and packaged)
 - 9.5.21 Section 7.7 (hauling Unsorted Solid Waste or failure to deposit Solid Waste in designated locations at Management Centre)
 - 9.5.22 Section 8.5 (hauler's failure to provide a manifest)
 - a. for the first offence to a penalty of not less than five hundred dollars (\$500) and not more than five thousand dollars (\$5,000) or imprisonment for a period of not more than thirty (30) days or both;
 - b. for the second offence to a penalty of not less than one thousand dollars (\$1,000) and not more than seven thousand dollars (\$7,000) or imprisonment for a period of not more than forty-five (45) days or both;
 - c. for the third offence to a penalty of not less than two thousand dollars (\$2,000) and not more than ten thousand dollars (\$10,000) or imprisonment for a period of not more than sixty (60) days or both.

9.6 Any person who violates any other provision of this By-law is guilty of a summary offence and liable to a fine of not less than two hundred and fifty dollars (\$250) and not more than five thousand dollars (\$5,000) or to imprisonment for a period of not more than thirty (30) days or both.

9.7 In any prosecution for an offence under this By-law, it is sufficient proof of the offence to establish that it was committed by an employee or agent of the accused, whether or not the employee or agent is identified or has been prosecuted for the offence, unless the accused establishes that the offence was committed without the knowledge or consent of the accused.

9.8 Where a corporation commits an offence under this By-law, any officer or director of the corporation who directed, authorized, assented to, acquiesced in or participated

in the violation of this By-law is guilty of the offence and is liable to the punishment provided for the offence, whether or not the corporation has been prosecuted.

9.9 In lieu of prosecution under this By-law, the General Manager or his delegate may, in his sole and absolute discretion, issue to any person he believes upon reasonable grounds has committed an offence under this By-law a Notice of Violation (By-law Ticket), which Notice shall require the person to whom it is directed to pay to the Authority within fourteen (14) days of the issuance of the Notice the sum of one hundred and twenty-five dollars (\$125) for offences listed in section 9.4 and one hundred and seventy five dollars (\$175) for offences listed in section 9.5; and one hundred and twenty-five dollars (\$125) for offences covered by section 9.6. Where a Notice of Violation is issued and if that sum is paid as required therein, no prosecution shall ensue in respect to the matter or matters referred to in the Notice. For greater certainty, nothing in this By-law requires the General Manager or designate to issue a Notice of Violation before initiating a prosecution.

9.10 Every day during which an offence pursuant to section 9.4, 9.5, or 9.6 continues is a separate offence.

9.11 Proof that Solid Waste that is Disposed of anywhere in contravention of this By-law originated from a particular person, from a residence of a particular person, from a particular premises or from a particular vehicle shall be evidence that the person, the Owner, or the current Occupant of said premises or the Owner of the vehicle so Disposed of it in the absence of evidence to the contrary.

When a person is identified as owner of Solid Waste deposited or dumped on a premises in violation of this By-law, the owner, on request of the By-law Enforcement Officer shall, within 48 hours of the request, supply the name and address of the person(s) responsible for the dumping. An owner of Solid Waste deposited or dumped on a premises in violation of this By-law who fails, to supply the requested information shall be guilty of an offense under this By-law.

10 Clerk’s Annotations

I, **Michael Payne, Town Clerk of the Town of Berwick**, do hereby certify that the bylaw amendment, of which the foregoing is a true copy, was duly passed at a duly called meeting of the Town Council of the Town of Berwick held on the ___ day of _____ 2021.

Michael Payne
Town Clerk

Bylaw Adoption	
Date of First Reading:	
Publication of Notice of Intent:	
Date of 2 nd Reading & Passing:	
Date of Publication of Notice of Passing:	

Schedule "A" DIRECTIVES

SOLID WASTE-RESOURCE MANAGEMENT BY-LAW DIRECTIVES

Pursuant to the Solid Waste-Resource Management By-law

Enabled by section 3.4 of the By-law

Approved by Council:

**Solid Waste-Resource Management
By-law Directives**

**Enabled by
Solid Waste-Resource Management By-law**

Introduction

The Solid Waste-Resource Management By-law (By-law) authorizes the Authority to apply and enforce Directives for the effective and efficient management of Solid Waste within the jurisdictions of the municipal unit parties to the *Valley Region Solid Waste-Resource Management Intermunicipal Services Agreement* or *IMSA* (i.e. the Municipality of the County of Kings, and the Towns of Annapolis Royal, Berwick, Kentville, Middleton, and Wolfville (collectively, the parties), or any other municipality who enters the IMSA to contract or designate the Authority to enforce their Solid Waste By-law and Directives.

These Directives are a Schedule to the By-law, forming part of the By-law that is in force and effect. Section 3.4 of the By-law reads as follows:

- 3.4 Directives to supplement and assist with the administration and enforcement of this By-law may be adopted and included as a Schedule hereto, and shall form part of this By-law and shall be subject to the penalty provisions herein.

The Directives in this Schedule have been recommended by the Authority pursuant to section 3.4 of the By-law and adopted by the Municipality and may be amended from time to time.

1.0 Banned Materials

Materials Banned from Disposal

Section 4.4 Solid Waste Resource Management By-law names two classes of materials that are banned from disposal in landfill: 1.1 materials banned by Provincial Regulation; and 1.2 materials banned by the Authority. Banned items may be managed as Recyclables, Compostable Organics, Household Hazardous Waste, Hazardous Waste, tires, electronics, or by other means appropriate to the material. Disposal bans are in effect at Authority facilities for the materials listed below.

Materials on the list that are accepted at the Waste-Resource Management Centres must be delivered separated from other garbage. Questions about how to handle specific items should be directed to the Authority at 902-679-1325 or toll free at 1-877-927-8300.

- 1.1 Materials banned from landfill disposal by the provincial Solid Waste-Resource Management Regulations and accepted at the Solid Waste-Resource Management Centres:

- Beverage containers
- Corrugated cardboard
- Newsprint
- Steel/tin food containers
- Glass food containers

- Low Density Polyethylene (LDPE #4) bags and packaging including industrial/commercial/institutional stretch wrap (pallet wrap)
- High Density Polyethylene (HDPE #2) non-hazardous containers and packaging such as food containers, detergent containers, shampoo containers, jugs, pails and lids, windshield washer containers, non-hazardous cleaner containers, etc.
- Compostable organic material (food waste, yard waste, Soiled and Non-Recyclable Paper)
- Lead-acid automotive batteries
- Waste paint & their containers
- Ethylene glycol (automotive antifreeze)
- Used glycol
- Glycol containers
- Used oil
- Used oil filters
- Oil containers
- Electronic products specified by the Province

In the event of conflict with the above itemized list and the current policy of Nova Scotia Environment [NSE], NSE governs. Refer to Schedule "B" — Designated Materials Banned from Destruction or Disposal in Landfills and Incinerators in the Nova Scotia Solid Waste- Resource Management Regulations.

1.2 Materials banned from landfill disposal by the Authority and accepted at the Waste-Resource Management Centres:

- Polycoat or gable top cartons (milk, juice, soy, rice, etc.) and aseptic cartons (Tetra Pak[®])
- All non-hazardous plastic bottles and containers Glossy paper, office paper, and other recyclable and compostable paper products
- Boxboard
- Household Hazardous Waste (HHW)
- Propane tanks
- Expanded polystyrene foam (beaded Styrofoam[®])

1.3 Materials banned federally, provincially, or by the Authority and not accepted at the Waste- Resource Management Centres:

- Industrial, Commercial, Institutional Hazardous Waste
- Liquid Waste, or Solid Waste saturated to a fluid consistency, which is not part of the HHW program
- Highly combustible or explosive materials, such as celluloid cuttings, motion picture film, gasoline or solvent soaked rags or other combustible residues, ammunition, dynamite, or other similar material
- Medical material that is considered pathogenic or biomedical including anatomical waste, saturated blood-soaked dressings, infected material,

- and hypodermic needles from physicians, surgeons, dentists or veterinarians
- Whole carcasses of any animal or parts thereof that may create hazards or nuisance except as authorized by the General Manager or designate, except for the bodies of companion animals delivered to the Waste-Resource Management Centre by a municipal animal control officer
 - Waste listed or characterized as hazardous by federal or provincial law
 - Large pieces of sheet iron, scrap metal or machine parts, automobile bodies and fuel tanks
 - Septic tank pumpings, raw sewage or industrial sludge
 - Radioactive materials
 - Soil and rock, and tree branches and stumps exceeding 15 cm (6 in) in diameter, unless approved by the General Manager or designate
 - Manure, kennel waste, excreta, fish processing waste
 - Asbestos
 - Fuel tanks exceeding 2250 litre (500 gal) capacity
 - Hot ashes or cinders
 - Used Tires (rim size 24.5 inches or less)
 - Specified Risk Materials (SRM) - the skull, brain, trigeminal ganglia, eyes, palatine tonsils, spinal cord and dorsal root ganglia (DRG) of cattle aged 30 months or older, as well as the distal ileum of cattle of all ages. In cattle infected with Bovine Spongiform Encephalopathy (BSE), these tissues contain the BSE agent and may transmit the disease

2.0 Source-Separation

To facilitate recycling and composting of banned materials, all persons in the Valley Region are required to source-separate the waste they generate at permanent, seasonal or temporary Residential Premises, at Industrial, Commercial, and Institutional premises, in public places, and at events held in public places, commercial premises, and other public event venues. Waste must be separated into the following categories: Compostable Organics, Recyclables, Residual Waste, Hazardous Waste, tires, and electronics. The items that compose each of these categories are listed below. For up-to-date sorting information, including proper preparation, see current the Authority sorting lists in the annual calendar on the Authority website (www.vwrm.com), a free Recycle Coach app, or call the Authority office at 1-902-679-1325 or toll free at 1-877-927-8300.

2.1 Organics/Compostable Organics

- Food Waste including fruits and vegetables and peelings, table scraps, meat, poultry and fish, bones, shellfish (including shells), dairy products, egg shells, cheese, cooking oil, grease and fat, bread, grain, rice and pasta, coffee grounds and filters, tea leaves and bags, and other similar items
- Leaf and Yard Waste including grass clippings, leaves, brush, twigs, house and garden plants, waste potting soil, sawdust, and wood shavings

- soiled Boxboard with all plastics, foil and metal fasteners removed (unless soiled with HHW, paint, petroleum products, etc.) including cereal, shoe, tissue, cracker, cookie, baking product and frozen food boxes (not coated with plastic), paper towel and toilet paper rolls, soiled pizza boxes and waxed corrugated cardboard
- Soiled and Non-Recyclable Paper products (unless soiled with petroleum products)
- branches and prunings tied in bundles no longer than four (4) feet
- Christmas trees with decorations and stands removed; and
- Other materials of plant or animal origin, including cat litter (optional), except for whole companion animal or livestock carcasses or parts thereof and Specified Risk Materials (see section 1.0)

2.2 Recyclables

Recyclable Paper

- phone books
- paper egg cartons and other molded paper products
- newspaper
- file folders
- office paper including shredded paper (bond paper, computer paper, envelopes)
- paperback books
- cereal boxes and other Boxboard packaging
- flyers and magazines
- non-waxed corrugated cardboard

Recyclable Containers

- milk and juice containers (no caps)
- beverage containers (soft drinks, beer, liquor may also be returned to an Enviro-Depot for refund)
- tin/steel food cans
- aluminum foil plates, trays and wrap
- glass bottles and jars (remove lids)
- clean and empty plastic bags
- all plastic bottles and containers
- stretch wrap (pallet wrap)

2.3 Household Hazardous Waste (HHW)

HHW to be delivered at no charge to the HHW Depot at one of the Waste-Resource Management Centres. In general, material with hazardous symbols on the packaging illustrated below shall be considered hazardous.



Toxic



Corrosive



Flammable



Explosive

Examples of Household Hazardous Waste include:

- batteries

- propane tanks
- fluorescent light bulbs
- paint, stain, finishes, sealers
- motor oil
- household cleaners
- pool chemicals
- pesticides
- needles and lancets

2.4 Residual Waste

Examples of Residual Waste include:

- chip bags and candy wrappers
- toothpaste tubes, tooth brushes and floss
- disposable drink cups
- diapers
- toys, clothing and footwear
- incandescent light bulbs, empty spray cans
- feminine hygiene products
- oil and antifreeze containers
- cat litter (optional)
- dog feces
- broken glass
- appliances not considered part of the electronics program
- furniture
- carpet
- Construction and Demolition (C&D) materials
- permitted medical Solid Waste*
- and other items not listed as compostable or Recyclables or as Hazardous Waste

* Permitted medical waste means medical waste that is not medical waste listed in section 1.3 of the Directives.

3.0 Authority Collection

The Authority provides a roadside waste collection program servicing all residential and IC&I Premises within the jurisdictions of the municipal unit parties to the *Solid Waste-Resource Management Intermunicipal Services Agreement*, i.e. the Municipality of the County of Kings, and the Towns of Annapolis Royal, Berwick, Kentville, Middleton, and Wolfville. Solid Waste is collected through the Authority Collection program provided it is source-separated and set out according to the By-law and these By-law Directives.

All Eligible Premises are subject to the same source-separation requirements, set-out limits, and Collection Container requirements. It is the responsibility of the Owner or Occupant to provide for collection and disposal of materials which are not eligible for Authority Collection or which exceed the allowable limits.

3.1 Eligible Premises

The basic unit of Authority Collection is a property, or Eligible Premises. To be deemed an Eligible Premises, a premises must be in compliance with applicable municipal zoning and development requirements, and property taxes levied to date must be paid. In the case of federal lands for which property taxes are not paid, premises may be deemed Eligible Premises if an agreement is in effect to provide waste management services on those lands.

Residential Premises eligible for Authority Collection include self-contained long-term living accommodations containing kitchen facilities in which the Occupant(s) sleep, cook, and eat meals. Each such unit is one Eligible Premises.

Industrial Commercial and Institutional (IC&I) Eligible Premises may include a variety of industrial, commercial or institutional enterprises or organizations including home occupation businesses. An IC&I serviced unit must:

- conform to municipal zoning by-law requirements;
- comprise the entire building, or form a separate business unit within a building containing two or more separate units;
- be an operating business generating waste through activities of that business; and
- be assessed as commercial, resource farm, or another designation excepting residential, or resource forest.

The Owner or Occupant of any Eligible Premises generating waste in excess of the standard collection limits must make arrangements, either through private service providers or using their own resources, to remove and Dispose of their waste materials in compliance with the By-law.

Examples of residential and IC&I Eligible Premises include:

- single detached residential dwellings including mobile homes
- each individual unit in a duplex or semi-detached residential dwelling (under-and-over and side-by-side)
- each individual unit in a Multi-Unit Residential Building (e.g. apartments and condominiums) or in a multi-unit ICI building or in a multi-unit mixed use building
- each individual unit in a row house or townhouse dwelling
- an individual unit in an industrial, commercial or institutional building as defined above
- seasonal residential dwellings (e.g. a cottage)
- church halls, community halls, fire halls, service club halls, and other similar public buildings
- residential dwellings and IC&I Premises on private roads providing that properly sorted and contained waste materials shall be deposited in a drop-off depot designated by Authority for the purpose, or, in the absence of a drop-off depot, placed at the nearest
- intersection with a public road at the set-out times specified in section 5.2 of the By-law
- public wharves: a wharf is one Eligible Premises

- cemeteries: a cemetery is one Eligible Premises
- seasonal agricultural worker accommodations where Occupants eat, sleep and prepare their meals

3.2 Green Carts and Mini-bins

3.2.1 Cart Distribution

The Authority provides aerated Organics Collection Carts (Green Carts) and kitchen Mini- bins for each Eligible Premises. Green Carts and Mini-bins are assigned to a given Eligible Premises and remain the property of the Authority. In all cases, the Authority supplies the Green Cart and Mini-bin only for the Storage and collection of Compostable Organics from the premises. Green Carts and Mini-bins are assigned as detailed below:

- a single detached permanent, residential dwelling including a mobile home, individual row house, and individual unit in a semi-detached dwelling - one Green Cart and one Mini-bin will be assigned automatically to the property;
- each single Industrial, Commercial, or Institutional premises - one Green Cart and Mini-bin will be supplied;
- a Multi-Unit Residential Building or condominium building - a sufficient number of Green Carts will be assigned to provide Storage for the amount of Organics generated between collections by all the building's units combined -usually that means one Green Cart for every four units. A Mini-bin will be provided to each individual apartment unit;
- duplexes (side by side or over and under) - one Green Cart will be assigned to each unit;
- seasonal homes on private roads - one Mini-bin will be provided to each unit; a Green Cart will only be provided if there is no seasonal waste drop-off depot in the area and the resident places the Green Cart at a public road for collection; and
- church halls, community halls, fire halls, service club halls and other similar buildings - one Green Cart and one Mini-bin will be provided on request to each unit

3.2.2 Green Cart Ownership

Green Carts and Mini-bins are and remain the property of the Valley Region Solid Waste-Resource Management Authority. The Green Cart and Mini-bin are registered to the residential or IC&I property, and are assigned to the property. When a property is sold, the Green Cart and Mini-bin shall remain on the property.

3.2.3 Green Cart Exchange

The Authority may from time to time offer more than one size Green Cart to accommodate the varying needs of residents. The standard Green Cart size has a nominal volume of 240 liters. When other Green Cart sizes are available, the current one may be exchanged for one of more suitable size. There is no service fee for this exchange. Green Carts will not be exchanged due to uncleanliness or design preference.

3.2.4 Lost, Stolen or Damaged Green Carts or Mini-bins

If a Green Cart is lost, stolen or damaged, except through normal use, it is the Property Owner's responsibility, subject to the General Manager's discretion, to pay the Authority the replacement cost. If damaged or stolen due to negligence of the collection contractor, it will be the contractor's responsibility to purchase a new Green Cart.

The Authority will replace Green Carts rendered unusable through normal use at no cost. It is the Property Owner's responsibility to replace lost or broken Mini-bins, except that when a property is sold, the Authority will replace missing or destroyed Mini-bins free of charge at the Owner's request.

3.2.5 Sale of Property

Green Carts are the property of the Authority. Upon the sale of a property, the Green Cart shall remain with the property. The new Owner is responsible for making new Green Cart arrangements with the Authority if necessary.

3.3 Non-Collectable Materials

In addition to all materials detailed in **Section 1.0 Banned Materials**, subsection iii, the Authority will not collect the following materials curbside through the Authority Collection program:

- Solid Waste produced outside the jurisdictions administered by the Authority
- any materials not meeting collection requirements
- items banned by the province from landfill disposal, as per Schedule B of Solid Waste- Resource Regulations; e.g. electronics
- large windows or large glass doors
- items covered under the Authority's Household Hazardous Waste program

3.4 Collection Containers

Waste shall be set out for Authority Collection in the containers and quantities set out below. Collection Containers must be designed to allow for safe and efficient collection. Collection Containers that do not allow the collector to remove waste in an ergonomically-acceptable manner may be rejected roadside provided the collector affixes a rejection sticker explaining the reason.

3.4.1 Acceptable Collection Containers for Authority Collection

Acceptable Collection Containers for Recyclable Materials shall be:

- Transparent blue plastic bags weighing no more than 15 kg (33 lb.) when full; no wider than 0.8 m (30 inches), and no longer than 1 m (39 inches) when flat
- Bundles of corrugated cardboard: flattened and securely tied or otherwise bound together, weighing no more than 15 kg (33 lb.)

and measuring no more than 30 cm by 60 cm by 90 cm (1 foot by 2 feet by 3 feet)

Acceptable Collection Containers for Compostable Organics shall be:

- Organics Collection Carts as assigned to properties by the Authority weighing no more than 100 kg (220 lb.) when full
- Bundles of brush, no more than 60 cm (2 feet) in diameter, securely tied, and weighing no more than 15 kg (33 lb.) with no individual piece of material being more than 5 cm (2 inches) in diameter or longer than 1.2 m (4 feet)

Acceptable Collection Containers for Residual Waste shall be:

- Clear Transparent Plastic Bags:
 - a. Securely tied and watertight
 - No wider than 0.8 m (30 inches) , and no longer than 1 m (39 inches) when flat;
 - Weighing no more than 15 kg (33 lb.) when full
- Each serviced unit may set out one (1) solid-coloured regular plastic garbage bag (e.g. black, green, brown, white, etc.) as a "privacy bag" each collection cycle, to contain private items such as permitted medical waste and other Residual Waste. A clear bag filled with smaller opaque bags is considered one solid-coloured "privacy bag". The privacy bag counts as one Residual Waste container and is subject to inspection for proper source-separation like any other Residual Waste container.
- Broken glass shall be safely boxed or wrapped to prevent injury
- To prevent Litter created by pests, snow plows, etc., acceptable Residual Waste bags may be set out for collection inside water tight metal or plastic garbage cans which are:
 - a. constructed of durable metal, plastic or other impermeable material designed for containment of waste;equipped with a tight fitting impermeable cover;
 - c. equipped with handles in good repair; and
 - d. as large as or larger in diameter at the top than at the bottom.

NOTE: The basic Collection Container unit remains the plastic bag (clear or solid- coloured) regardless whether the bag is set out on its own, in a garbage can, or in a Storage bin roadside.

3.4.2 Allowable Number of Collection Containers

The number of Collection Containers allowed per serviced unit per collection is as follows:

1. A total of eight bags of Recyclables and Residual Waste combined;
 - a. Up to eight bags may be Recyclable Materials (in blue bags)
 - b. No more than four bags may be Residual Waste (in clear bags)
 - c. One clear bag may be replaced with a solid-coloured privacy bag – see section 3.4.1, Acceptable Collection Containers for Residual Waste
2. One Green Cart; except in the case of a Multi-Unit Residential Building where the number of Green Carts allowed shall be the

- number issued by the Authority to the building in accordance with section 3.2.1 of the Directives;
3. Two bundles of brush; and
 4. Two bundles of corrugated cardboard

3.5 Exemptions from Collection Rules

Occasionally, the Occupant(s) of a serviced unit may be unable to comply with Authority Collection rules, for medical or similar reasons. In such cases, after verifying the reasons for the inability to comply, and after confirming that the Occupants are aware of their responsibilities and are complying with the best of their ability, Authority staff may grant an exemption to the normal collection rules.

Staff shall maintain a list of civic addresses where exemptions have been granted and the reasons for the exemptions. The civic address list shall be provided to the Authority Collection Contractor to ensure that collection at exempted address is carried out consistent with the exemptions.

3.6 Curbside Inspection of Solid Waste Setouts

Inspection Guidelines

Authority staff regularly inspect waste materials set out for collection as a means of assessing compliance with the By-law and the source-separation and waste container Directives.

- When the Inspector finds improperly sorted or packaged material set out for collection, the inspector may respond with educational tools including leaving the waste with an information sticker, and follow-up communication with the Occupant or Owner of the property.
- Repeated subsequent violations, depending on their severity, may result in a more serious penalty as set out in the By-law, such a By-law Ticket or the suspension of the collection service.

3.7 Special Collections

3.7.1 Spring and Fall Clean-up

Bulky Items such as furniture, stoves, mattresses, scrap metal, bed springs, barrels, water tanks, dishwashers, clothes, washers and dryers, pieces of fencing, refrigerators, freezers, air conditioners (with a "CFC refrigerant-free" sticker) and debris from home renovations are not collected roadside during regular Authority Collection days.

The Authority provides Special Collections for Bulky Items. The dates, schedules, and rules for these collections appear on the annual Authority calendar distributed through the jurisdiction of municipal partners and on the Authority website.

Rules for Spring and Fall Cleanup are as follows:

- cleanups are intended for large, bulky and excess Residual Waste only.

Recyclable Materials and Compostable Organics will not be collected by the clean-up trucks.

- items may be set out for clean-up no earlier than the weekend before the scheduled collection day
- all items must be set out for collection in front of the property where they were generated
- a maximum of 20 items will be collected from each serviced unit
- an item means a single object, bag, container, or securely tied bundle
- a bundle shall measure no more than 120 cm (4 feet) in length
- bagged waste must be placed in clear bags
- corrugated cardboard Cartons are banned from landfill in Nova Scotia and collection crews will empty and leave them for the Owner or Occupant of the serviced unit to recycle
- no more than two of any one appliance type will be collected from any one serviced unit
- items shall weigh no more than 34 kg (75 lb.) each
- certain large items such as furniture and appliances may weigh up to 91 kg (200 lb.)
- items weighing more than 91 kg (200 lb.) will not be collected
- large windows and glass doors may not be collected because of the potential danger to the collection crew if the glass shatters when compacted in the collection truck
- items not collected are the responsibility of the Owner or Occupant and must be removed from roadside at the end of the collection day

3.7.2 Other Special Collections

The General Manager may schedule other Special Collections as approved by the Authority

3.8 Collection Schedule

Regular roadside Authority Collection of Recyclable Materials, Compostable Organics, and Residual Waste occurs every second week. Details of collection routes are available in the annual Authority Calendar, online at www.vwrm.com, or by phone through the Hotline at 902-679-1325 or toll free at 1-877-927-8300.

Collection will start no earlier than 7:00 a.m. on any collection day, unless otherwise specified.

3.9 Holidays

There shall be no collection on the following designated holidays:

- New Year's Day
- Heritage Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Labour Day

- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

The General Manager will notify the public, in advance, of the designated alternate collection day for each Holiday, normally through the annual calendar. Information is also available online at www.vwrm.com or through the Hotline at 902-679-1325 or toll free at 1-877-927-8300.

3.10 Storm Day Collection

If Authority Collection is cancelled because of a storm, the collection contractor will collect the route the following Monday. If that Monday is a holiday or already scheduled for collection, the General Manager will designate another day.

If the collection contractor begins the day's routes but is called off the road due to inclement weather before completing the routes, no alternate collection day will be scheduled. Collection stops missed due to the cancellation will be granted double collection limits for the next regularly scheduled collection day.

4.0 Hazardous Waste

The Authority Collection program is not designed to collect Hazardous Waste. Residents shall Dispose of Household Hazardous Waste through the Household Hazardous Waste (HHW) Depots operated by the Authority at the Eastern Management Centre or the Western Management Centre.

The Management Centres are not permitted by the Province to accept Hazardous Waste generated in the Industrial, Commercial and Institutional sector. It is the responsibility of the IC&I sector to ensure that their Hazardous Waste is disposed of in accordance with provincial regulations.

5.0 Public Waste and Special Events

The By-law requires the generator to source-separate their waste. There is no exception for waste generated at a public event where Public Waste is generated, or a private event such as a wedding, family reunion or other such gathering at a home, or other public or private venue.

The By-law defines Public Waste as:

Public Waste means Solid Waste generated in or on premises where the public is or would normally be responsible for Disposing of waste including, without limitation, enclosed or exterior shopping centres, malls, food courts, quick-service or counter-service restaurants, sports arenas, office or other commercial premises, retail premises, private or public parks or campgrounds, and inside or outside public event venues;

It is challenging for businesses or special event managers to control the actions of the public or invited guests who use their facilities or attend their events. Public education

and cooperation between the public, guests, the manager, staff, the waste hauler and the Authority key to successfully managing Public Waste. Similar guidelines apply also to operators of private events such as private parties, family events and the like.

Event organizers may contact the Authority for information and borrow sorting stations. It is the responsibility of event operators to Dispose of materials collected in borrowed sorting stations. The event organizer is also responsible for picking up, cleaning and returning borrowed sorting stations.

Guidelines for Managing Public Waste

- in any staff-controlled area all waste shall be source-separated
- where waste is not under staff control, the business or event manager shall exercise due diligence to provide the public with conveniently located Source-Separation containers
- Labels and signage shall be posted indicating what materials should be placed in each container to help the public know where to correctly place their waste
- public washroom waste is considered Residual Waste and there is no requirement to sort it
- all waste delivered to Management Centres is subject to inspection and compliance measures
- The Authority staff are available to provide advice on setting up a Public Waste sorting system
- on request, the Authority lends sorting stations to event organizers

6.0 Management Centres

The Authority operates two Waste Management Centres, one at 100 Donald E. Hiltz Connector Road, in Kentville and one at 343 Elliot Road, south of Exit 19 off Highway 101 near the Village of Lawrencetown. The Management Centres are approved by the Minister of the Environment to accept Source-Separated Solid Waste from the general public and the IC&I sector. The various streams of Solid Waste are transferred off site to approved processing or disposal locations.

6.1 Hours of Public Operation

The Eastern Management Centre in Kentville is open to the public from 8:00 am to 4:00 pm from Monday to Friday inclusive and from 8:00 am to 12:00 noon on Saturdays. The Western Management Centre in Lawrencetown is open 8:00 am to 4:00 pm on Tuesday, Wednesday, and Friday and from 8:00 am to 12:00 pm on Saturdays.

6.2 Materials Not Acceptable as Residual Waste

See *Section 1.0 Banned Materials* for information on what can be delivered to the Waste- Resource Management Centres.

6.3 Waste Disposal Fee Structure

The following provisions apply to the waste disposal fee structure:

- The Authority shall stipulate the fees and charges for disposing materials at its waste management facilities. These fees shall be set from time to time by the Authority and displayed in a Fee Schedule (see attached sample in Schedule 1 (a));
- The applicable disposal fee shall be paid by the hauler who delivers the waste to the Waste- Resource Management Centre;
- Haulers or waste generators wishing to Dispose of materials requiring special handling or disposal techniques shall give the Authority 48 hours' notice requesting permission to deposit such special wastes, stating the properties, characteristics, origins and amounts of the waste Authority staff shall advise the hauler whether the waste is acceptable and, if so, under what conditions; and
- No waste disposal fees shall apply to waste collected from Eligible Premises by the collection contractor(s) engaged by the Authority to undertake the Authority Collection program.

6.4 Haulage Vehicle Registration

- Commercial haulers using the Authority's Waste-Resource Management Centres may be required to comply with the registration requirements of the Authority including vehicle registration for such haulers.
- The following provisions may apply to vehicle registration for haulers using the Authority's Waste-Resource Management Centres:
 - a. Haulers using the Authority's waste management facilities shall pre-register identifying information and the tare weight of each vehicle as required by the Authority from time to time, and separately identify those vehicles to be used in contracted Authority Collection services operated on behalf of the Authority (if the hauler is also a commercial collection contractor);
 - b. Haulers who wish to be granted credit privileges with the Authority must register adequate information with the Authority. Each hauler will be assigned an account number and each vehicle may be assigned a unique identification number that shall be displayed on the left front of the vehicle in a location, size and format specified by the Manager; and
 - c. The driver of each registered vehicle must present the assigned account number to the scale operator upon entering the facility. The hauler in whose name the account is registered will be invoiced for materials delivered under that account.

6.5 Waste packaging and placement requirements

Waste materials may be brought to the Waste-Resource Management Centre either bagged, bundled or loose. For bagged materials, Recyclables must be in blue or clear bags, compostables in Green Carts or compostable bags for Organics, and Residual Waste in clear bags. In case of Recyclables or Residual Waste brought in cardboard boxes, the boxes must be emptied by the user.

All Solid Waste shall be placed in appropriate designated locations for each type of Source- Separated Solid waste. Failing to do so is an offence contrary to section 6.8 of the By-law.

6.6 Fee Payment

- Haulers who transport acceptable material to a facility operated by the Authority, either with his/her own vehicles, or through his/her contractors or agents shall pay tipping fee charges in cash, by credit card, or by current electronic payment technology available at the site or, if they have been granted credit privileges, upon invoice in accordance with sections a, b, and c below:
 - a. When both inbound and outbound scales are operating, the vehicle will be weighed upon entering the facility and shall be weighed again upon leaving. The hauler will pay the fee in accordance with the current fee structure prior to leaving the facility, or upon receipt of an invoice if the hauler has been granted credit privileges;
 - b. When only one scale is in operation and the tare weight of a vehicle transporting materials has been predetermined, payment in accordance with the fee structure is required upon being weighed prior to leaving the facility, or upon receipt of an invoice if the hauler has been granted credit privileges; and
 - c. When only one scale is in operation and the tare weight of a vehicle transporting materials for disposal has not been predetermined, the vehicle will be weighed upon entering the facility and again upon leaving. The hauler will then pay the tipping fee in accordance with the fee structure set from time to time by the Authority prior to leaving the facility, or upon receipt of an invoice if the hauler has been granted credit privileges.
- Haulers who have been granted credit privileges are subject to the current Overdue Account Collection Policy.

6.7 Volume Based Tipping Fees

The General Manager shall set per cubic-meter rates payable by the haulers to be used when the weigh scales at the Waste-Resource Management Centres become inoperative. These shall be applied based on the capacity of the vehicle and the volume of the material in the vehicle as estimated by the scale operator, and shall be based on material weights displayed in Schedule 1(b) Volume-based Tipping Fee Calculation.

6.8 Inspection and Compliance Guidelines

Waste at the Waste-Resource Management Centres may be inspected to ensure compliance with the source-separation and waste packaging requirements established by provincial regulation, the By-law, and operational rules of the Waste-Resource Management Centres.

- Based on a visual inspection, random selection or other factors, Waste-Resource Management Centre staff may choose a load for thorough screening.

Waste screening normally means removing bagged waste or individual items from a load for careful examination to assess compliance and to identify the waste generator(s).

- As provided in section 8.5 of the By-law, inspection staff have the authority to request the names of all customers whose waste is contained in commercial loads being inspected.
- Non-compliant materials located in a load are communicated to the hauler, customer or generator of the waste.
- Non-compliant materials located in a load may also result in any penalty detailed in the By-law, including without limitation, a Warning, a By-law Ticket, a double tipping fee, or rejection of the load and sending it back to the generator for corrective action before it can be accepted at the Waste-Resource Management Centre.

7.0 By-law Enforcement

7.1 Compliance Philosophy

Authority staff use a balance of education and enforcement strategies to improve compliance with municipal By-laws and provincial regulations. Providing information and assistance to citizens and businesses is the first step in achieving compliance, followed if necessary by progressive enforcement action such as written notice, Warnings, fines and charges laid by investigators to be dealt with according to law in Provincial or Supreme Court.

7.2 Enforcement Tools and Procedures

The graduated enforcement response has been developed to address cases of failure to comply with the requirements of the By-law and Directives.

The tools used by enforcement staff range from verbal communication, written notice with specific deadlines, Warnings, suspension of curbside waste collection, Notices of Violation providing for an administrative out-of-court settlement (By-law Tickets), Summary Offence Tickets (SOTs) and Long Form Information charges in Provincial Court.

The enforcement tools are chosen based on the type and severity of offence and are at the discretion of the enforcement staff and in accordance with the Offence Enforcement and Penalties provisions of this By-law.

7.3 Investigation

All complaints and information concerning alleged violations of the By-law received are prioritized and investigated as quickly as resources allow. As needed, during the investigation, enforcement staff will work closely with other Authority staff, municipal staff, Nova Scotia Environment Inspectors, and with the local police agencies.

The By-law Enforcement Officer shall be qualified as a Special Constable under the Nova Scotia Police Act, be a member of the Atlantic Bylaw Officers

Association (ABOA) and shall participate in enforcement and compliance training opportunities.

Schedule 1(a) – Fee Schedule
Current April 1, 2020



Waste Category	Price Per Tonne	
	Authority Members	Non-members
Recyclables	\$97	\$129
Organics		
Food Waste	\$97	\$129
Brush, Grass Clippings, Pine Needles	\$97	\$129
Leaves	No Charge	
Garbage	\$121	\$161
Construction & Demolition Debris – Sorted Brick, block, asphalt shingles, concrete, asphalt, drywall	\$57	\$76
Construction & Demolition Debris – Mixed	\$121	\$161
Scrap Metals and White Goods One free appliance per day	\$57	\$76
Minimum Fee	\$5	\$10
Penalty Fee	\$242	\$322
Other Services		
CFC Removal from Refrigeration Units	\$20/unit	\$20/unit
Household Hazardous Waste	No Fee	No Fee
Contaminated Soil: Contact the Authority for disposal locations.	Dependent on disposal location	Dependent on disposal location
Other Special Wastes: Generator must give the Authority 48 hours' notice to make special arrangements.	To be arranged	To be arranged
Weigh scale usage (loaded weight and tare weight)	\$10.00 per load	
Used wood pallets (for sale)	\$2.00 each	

Hours of Operation:

Kentville: Mon – Fri 8am-4pm. Saturday 8am-12noon

Lawrencetown: Tues, Wed, Fri 8am – 4pm. Saturday 8 am-12 noon

Note 1: The minimum fee applies to the following: 41kg and less for garbage, 50 kg and less for Organics, 50 kg and less for Recyclables or 90 kg and less for sorted construction & demolition debris and scrap metal.

Note 2: The term **Authority Members** applies to anyone bringing a load generated in the Municipality of the County of Kings, the Towns of Annapolis Royal, Berwick, Kentville, Middleton and Wolfville, and the First Nations communities of Annapolis Valley, Bear River, and Glooscap. Loads originating outside these areas are considered **non-members**.

Schedule 1(b) - Volume Based Tipping Fee Calculation

It may be necessary at times to operate one or both of the Waste-Resource Management Centres with inoperable scales – for example, during an emergency such as a major power failure. In such a circumstance it would be impossible to charge tipping fees based on incoming weights. Volume-based fees are one option.

The following table details conversion factors that the scale operator can use to calculate fees based on the type and volume of the material on the delivery truck.

Volume Based Weights

MSW	lb./cu yd.	kg/cu yd.	kg/cu m
Non-compacted	225	102	134
Compacted	750	341	446
C&D			
Loose Mixed	560	255	333
Wood	169	77	100
Roofing	731	332	434
Concrete	860	391	511
Organics			
Food Waste	1,070	486	635
Leaves	225	102	134
Brush	300	136	178
Grass	400	182	238
Recyclables			
Paper Mixed Loose	875	398	520
Containers Mixed Loose	35	16	21

Information from various sources including

National Recycling Coalition Measurement Standards and Reporting Guidelines; EPA; FEECO; CIWMB
2006

Conversions: 1 kg = 2.2 lb.; 1 cu yd. = .765 cu meter

Issue Report

Michael Payne, Chief Administrative Officer

2020 Sep 22

Issue

Fire Inspection Services – provided through a contractual arrangement with the Municipality of the County of Kings (MoK).

Discussion

Fire Inspection Services for the Town of Berwick have been provided by the MoK since at least 2003. At that time a Letter of Understanding was entered into that had some language around service provisions and charges. The MoK has provided fire inspection services to the Town of Kentville under a similar relationship.

Last year MoK advised that they were conducting a review of all of their shared service arrangements, including Fire Inspection Services. They conducted a detailed analysis of the services, by municipality, total costs of the service and drafted a modernized contractual arrangement. We were consulted through that exercise and met with MoK financial people several times for clarity and follow up.

Proposal

MoK has drafted a new contractual arrangement with updated terms and costs. The new agreement would be effective for five years and see the Town billed \$15,550.00 annually with provisions for adjustments based on the Consumer Price Index. These charges are based on a three year rolling average of the cost of delivering the service. MoK currently have 2.7 FTE's assigned to the service (an administrative person and 1.7 inspectors and two vehicles. Total charges include salaries, benefits, telephone, clothing and overhead.

A termination clause allows either party to terminate the arrangement provided written notice is given 90 days prior to the end of the fiscal year.

Financial Impacts

The MoK has billed the Town the following amounts for fire inspection services the past two years:

F2020 \$10,437.00

F2019 \$10,571.00

The Town of Berwick's share is billed at 6.5% of the overall costs of providing the service to the Town, the Town of Kentville and the MoK, based on historical inspections by Municipality.

Recommendation

Staff recommends that the Town enter into the contractual arrangement that would see the MoK continue to provide Fire Inspection Services at a cost of \$15,550.00 annually

See attached

- draft agreement

- current agreement 2003

Michael R. Payne
Chief Administrative Officer
Town of Berwick

THIS AGREEMENT made this ___ day of _____, 2020

BETWEEN

Parties:

MUNICIPALITY OF THE COUNTY OF KINGS, a body corporate, pursuant to the *Municipal Government Act*, S.N.S., 1998 c. 18, as amended, having its chief place of business at 181 Coldbrook Village Park Drive, Coldbrook, Kings County, Nova Scotia, hereafter called the "Municipality".

And

THE TOWN OF BERWICK, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18, as amended, having its chief place of business at 236 Commercial Street Berwick, Nova Scotia, hereafter called the "Town".

WHEREAS Section 60 of the *Municipal Government Act* provides for the delivery of municipal services on such terms and conditions as agreed by the parties hereto, and for the delegation of the service delivery to a party to the Agreement;

AND WHEREAS the *Municipal Government Act* provides for the responsibility of the parties hereto to maintain accountability in their respective municipality's operations;

AND WHEREAS the parties hereto have identified assets and resources that can be shared between the parties hereto to maximize the efficient and effective delivery of municipal services going forward;

AND WHEREAS the parties hereto are desirous of sharing services in relation to Fire Inspection Services in accordance with the terms and conditions as set out herein;

AND WHEREAS a plan for sharing Fire Inspection Services for the territorial jurisdictions encompassed by the parties hereto addressing the mechanics of service delivery, costs, liabilities, reporting and oversight has been developed by the administration for and agreed upon by the parties hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, for and in consideration of the joint and several mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, it is mutually covenanted and agreed as follows:

DEFINITIONS

1. In this Agreement:

- (a) "**Municipal Fire Inspector**" means a person appointed by a municipality as a municipal fire inspector pursuant to the *Fire Safety Act*.
- (b) "**Employee(s)**" means the person(s) employed by the Municipality and, appointed by the Town to provide Fire Inspection Services under this Agreement.

SALE OF SERVICE MODEL

2. The parties hereto agree that the Municipality shall sell Fire Inspection Services to the Town, and such Services shall be performed by the Employees on such terms and conditions set out hereafter, and shall be governed by the terms of this Agreement.
3. The Municipality shall be responsible for providing to the Town the following Services related to fire inspections, collectively referred to herein as " Fire Inspection Services":
 - (a) As per the *Fire Safety Act*, the Municipality will establish, implement and maintain a system of inspection and record keeping. Further, the Town by signing this Agreement, accepts and approves that system of inspection as designed by the Municipality. The Town acknowledges that they must fulfill their own obligations to adopt this system under the *Fire Safety Act*.
 - (b) Take the appropriate enforcement action for non-compliance with the *Fire Safety Act*, Regulations and the National Fire Code, including issuing Cease Occupancy Orders and attend Court when necessary. All legal and related costs associated with enforcement shall be the responsibility of the Town, except costs of attendance of the Employees in Court. These legal costs fall outside the cost of Fire Inspection Services detailed in this Agreement.
 - (c) Process all fire inspection files and respond to public enquiries pertaining to Fire Inspection Services within the Town, including requests pursuant to Part XX of the *Municipal Government Act* for information in the possession of the Municipality;
 - (d) Provide the Town administration office with regular statistical reports pertaining to fire inspections conducted within their jurisdiction and, upon request by the Town administration office, any information in the records of the Municipality pertaining to any Fire Inspection in the Town.
 - (e) Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) due to causes beyond that party's reasonable control and occurring without its fault or negligence i.e. State of Emergency.
4. The parties hereto agree that the provision of services shall, effective the date of execution of this Agreement, commence operations in accordance with the sale of service structure as herein described with a pro-rated adjustment within the first billing quarter.

TERM

5. The term of this Agreement shall be for a period of sixty (60) months, commencing on the date of execution of this Agreement and ending sixty (60) months thereafter or on such earlier date as agreed upon among the parties hereto (hereafter, the "Basic Term").

SERVICE PROVISION

6. The Municipality shall commit its Fire Inspection Services to the Town within the territorial jurisdiction thereof in accordance with the *Fire Safety Act*, Fire Safety Regulations and the National Fire Code.

APPOINTMENT

7. The Chief Administrative Officer of the Town shall ensure that the Town appoints the Employees as Fire Inspectors within the Town's jurisdiction.

FINANCE

8. a) The Employees providing services pursuant to this Agreement shall continue to be employed by the Municipality pursuant to the terms of the applicable contract of employment and it is expressly agreed between the parties hereto that nothing in this Agreement shall be construed to alter the terms of such employment.

b) The Municipality will charge \$15,550 annually for the provision of Fire Inspection Services indexed by the December year over year Nova Scotia Consumer Price Index rate for all products as determined by Statistics Canada, in each year of this Agreement. The Municipality shall give the Town as much notice as possible but shall give notice no later than 90 days prior to March 31 of increase costs in providing Fire Inspection Services. The Municipality shall invoice at the start of each quarter, on a quarterly basis throughout the year.
9. Notwithstanding section 5 herein, provided either party is not in default of this Agreement, this Agreement shall automatically renew for consecutive periods of one year and that all parties agree that the Municipality shall review the 3-year rolling average of the cost of delivering Fire Inspection Services to determine if slight adjustments are warranted to the amount in Section 8 of this Agreement.
10. The Municipality has the sole discretion to give notice pursuant to section 8 to adjust annual billing costs due to a change in service delivery, i.e. change in number of parties obtaining this service or provincial downloading that affects this service, with a 90 day notice.

INSURANCE AND INDEMNIFICATION

11. a) The Town and the Municipality shall ensure that their respective general liability insurance policies provides for insurance coverage in respect of all services to be provided to each other. The Town shall add the Municipality as an additional insured in the amount of \$5,000,000 on its general liability insurance policy, and the Municipality shall add the Town as an additional insured in the amount of \$5,000,000 on its general liability insurance policy.

b) The Town agrees to indemnify the Municipality from damages arising out of negligence of the Town.

c) The Town shall hold harmless the Municipality, its elected officials, officers, employees, agents, and volunteers, from and against any and all liabilities, claims, expenses, demands, losses, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising from the provision of the services to the Town as outlined in this contract attributable to economic loss, bodily injury, sickness, disease or death or to damage to or destruction of tangible property, including loss of revenue or incurred expense resulting from

disruption of service and caused by any acts or omissions of the Municipality, its officers, elected officials, agents, servants, employees, customers, invitees or licensees, or occurring in within the Town Boundaries, or any part thereof and, as a result of activities under this agreement, so long as the actions upon which the demand or claim, or assertion of liability, are founded were performed in the course of carrying out official duties on behalf of the Town, and not performed in bad faith, or did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or a criminal act.

d) Such indemnification shall include payment of reasonable legal fees, expenses and costs in the defense of any claim made by a third person.

e) The Town shall provide proof of errors and omissions insurance for their own liability with regard to the acceptance and assistance with the completion of applications for building permits.

TERMINATION

12. a) Subject to Section 8 herein, any party hereto may terminate service delivery pursuant to this Agreement, effective as of March 31 in any year of the Agreement upon providing notice of termination as per Section 14 of this Agreement not less than 90 days prior to be the end of the fiscal year of the year specified in the notice of termination.

b) In the event of termination pursuant to this Agreement, the Finance provisions herein shall apply on a *pro rata* basis in that Fiscal Year to the date of termination.

13. In the event of contract termination, it is understood that all records maintained pursuant to clause 19(2)(c) of the *Fire Safety Act* are owned by the Municipality and it shall continue to maintain them as required by the *Act*, and copies of those records will be provided to the Town as part of the termination process.

NOTICE

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

Chief Administrative Officer
Municipality of the County of Kings
181 Coldbrook Village Park Drive
Coldbrook, NS
B4R 1B9

Chief Administrative Officer
Town of Berwick
236 Commercial Street
Berwick, NS
B0P 1E0

APPLICABLE LAW

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

SEVERABILITY

16. The parties hereto covenant and agree that the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable, or will be deemed to be severable.

WAIVER AND AMENDMENTS

17. No action by any party to this Agreement shall be construed as a waiver saving express written provision of such waiver, and this Agreement shall not be amended saving express written provision of such amendment by all parties hereto.

RELATIONSHIP OF PARTIES

18. The parties hereto intend that the parties hereto shall not be treated as partners or members of a joint venture for any purpose.

FURTHER ASSURANCES

19. The parties hereto agree to execute and deliver any further documents or assurances or to furnish any further information or perform any other act reasonably necessary to give full effect to the terms contained in the Agreement.

ARBITRATION

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

EFFECTIVE DATE

21. This Agreement is effective upon the date of execution of same by the parties hereto.

THIS AGREEMENT shall ensure to the benefit of and be binding upon the parties hereto their respective agents, successors and assigns.

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

SIGNED, SEALED AND ATTESTED to be the proper signing officer of the Municipality of the County of Kings duly authorized in that Behalf in the presence of

MUNICIPALITY OF THE COUNTY OF KINGS

Witness

Peter Muttart, Mayor

Witness

Scott Conrod, Chief Administrative Officer

SIGNED, SEALED AND ATTESTED to be the proper signing officer of the Town of Berwick duly authorized in that behalf in the presence of

TOWN OF BERWICK

Witness

Don Clarke, Mayor

Witness

Mike Payne, Chief Administrative Officer



MUNICIPALITY OF THE COUNTY OF KINGS

P.O. BOX 100
KENTVILLE, N.S.
B4N 3W3

April 30, 2003

Linda Parker
Chief Administrative Officer
Town of Berwick
PO. Box 130
BERWICK, N.S.
B0P 1E0

Dear Linda:

RE: Fire Inspector

It is intended that, rather than establish a formal agreement at this time, this letter of understanding will govern the cost sharing arrangements among the Municipality of Kings and the towns of Berwick and Kentville concerning fire inspection service for the 2003/2004 fiscal year. These provisions are based upon a March 24, 2003 report prepared by Bill Butler. Accordingly, therefore, it is agreed that:

1. Each municipal unit will appoint Mr. Arnold Dempsey as their respective municipal Fire Inspector. This will fulfill the requirement of the Fire Safety Act (Section 19 (i) (c)). Each unit is responsible to duly advise the provincial Fire Marshal of this appointment.
2. For fiscal year 2003/2004, the following percentage sharing shall be established:

Municipality of Kings	-	66%
Town of Kentville	-	27%
Town of Berwick	-	7%

3. Actual costs for Kentville and Berwick shall be:

Kentville	-	\$4,455
Berwick	-	\$1,155

These charges will be billed in four equal billings.

... / 2

Administration

Tel. (902) 690-6133
Fax. (902) 678-0279

Community Development Services

Rec. & Parks (902) 690-6191
Planning (902) 690-6139
Permits (902) 690-6152
Fax (902) 679-0911

Corporate Services

Tel. (902) 690-6144
Fax. (902) 679-2820

Engineering & Public Works

Tel. (902) 690-6195
Fax. (902) 679-0911

Toll Free: Kingston / Greenwood 847-3051

Email: info@county.kings.ns.ca

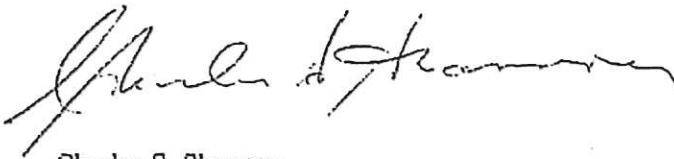
Linda Parker
April 30, 2003
Page 2

4. It is agreed that if actual training and mileage costs vary from the amount budgeted (\$1,500.00), an appropriate adjustment will be made at the end of the fiscal year based upon the percentage sharing

If you are in agreement with these provisions, I would appreciate your written confirmation. If you have any questions or concerns, please contact me.

Yours truly,

THE MUNICIPALITY OF THE COUNTY OF KINGS

A handwritten signature in cursive script, appearing to read "Charles S. Shannon".

Charles S. Shannon
Chief Administrative Officer

**MUNICIPAL COUNCIL OF THE
TOWN OF BERWICK
TEMPORARY BORROWING RESOLUTION**

Amount: \$ 5,510,000 _____

Purpose: SOLAR GARDEN _____

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the _____
Town of Berwick, subject to the approval of the Minister of Municipal Affairs and Housing, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the _____
Town of Berwick has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for a capital purpose as identified in their capital budget; and

WHEREAS the Council of the _____
Town of Berwick has determined to borrow the aggregate principal amount of Five Million Five Hundred and Ten Thousand Dollars (\$ 5,510,000) for the purposes of SOLAR GARDEN _____;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the _____
Town of Berwick borrow a sum or sums not exceeding _____
Five Million Five Hundred and Ten Thousand Dollars (\$ 5,510,000) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the _____
Town of Berwick to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that the Council borrow from time to time a sum or sums not exceeding _____
Five Million Five Hundred and Ten Thousand Dollars (\$ 5,510,000) in total from any chartered bank or trust company doing business in Nova Scotia;

THAT pursuant to Subsection 92(2) the sum be borrowed for a period not exceeding Thirty-Six (36) Months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the _____
Town of Berwick held on the ____ day of _____, 2021.

GIVEN under the hands of the Clerk and under the seal of the _____
Town of Berwick this ____ day of _____, 2021.

Clerk

Issue Report

Michael Payne, Chief Administrative Officer

2021 Jan 12

Issue

A joint review of Kings Region Intermunicipal Service Agreements

Origin

In 2018, the municipal partners (parties) in several intermunicipal service agreement for things like public transit, solid waste and community fibre agreed to complete a number of initiatives:

- Assist Kings Transit with accounting procedures and year end processing (complete).
- Assist Valley Waste Resources with accounting procedures and year end processing (complete).
- Develop business/transitional plans for the Valley Community Fibre Network (business plan complete, transition plan on-going).
- Update the structure of sharing agreements and incorporation documents – the origin of this report and recommended Memorandum of Understanding.

Background

The Municipal Government Act provides several different mechanisms for the sharing of municipal services among separate municipal units, and various arrangements and Intermunicipal Service Agreements (IMSA's) are in place for the four units within Kings County and their municipal partners beyond the County boundaries. When the Valley REN is included, there is another important partner, the Glooscap First Nation.

As was identified in 2018, and is still the case today, the original agreements for IMSA's provide a complex mix of governance, administration and financial arrangements that could benefit from a fresh review by the parties involved.

Discussion

In developing a Presentation to a Joint Councils Meeting held on December 15, 2020, the Kings CAO's group has identified several issues that could form part of a comprehensive review of the existing IMSA's. These include:

- Situations where Council representatives vote on an IMSA proposed budget and then have to consider it as a component of their overall municipal budget.
- IMSA corporations can be very large but as a single purpose organization they may lack the human resources, financial and communications support in a typical municipal unit.
- The IMSA financial statements, through consolidation with municipal financial statements if required, may impact municipal borrowing capacity.
- Similarly, municipal partners are required to guarantee the long-term debt of IMSA corporations, and this could also impact municipal borrowing capacity.
- Fresh off the experience of the withdrawal of Annapolis County from VWRM, it is apparent that different IMSA's have different dispute resolution provisions.

To provide a mechanism to review and update the IMSA's collectively, the Joint Councils meeting of December 15, 2020 provided guidance to the individual Chief Administrative Officers of the units in attendance at that meeting to come back to Councils, including those Councils outside of Kings County, with a draft Memorandum of Understanding to organize and commence a review. This Memorandum of Understanding would create a Working Group of Mayors and CAO's and follow the work program outlined in the MOU to complete a review of the IMSA's by June of 2021.

Financial Impacts

As part of the research into this issue, the Kings CAO's determined that funds already collected of the list of initiatives identified in 2018 remain in part, in sufficient quantity to allow this process to begin without additional funding requests to the municipal partners.

Recommendation

Staff recommends that: That Council approve the enclosed Memorandum of Understanding outlining the organization and work program for a joint review of Intermunicipal Service Agreements and authorise its signature by the Mayor and Chief Administrative Officer.

IMSA MEMORANDUM OF UNDERSTANDING

This MOU dated the ____ day of _____, 20 ____

Between:

TOWN OF ANNAPOLIS ROYAL

and

TOWN OF BERWICK

and

TOWN OF KENTVILLE

and

MUNICIPALITY OF THE COUNTY OF KINGS

and

TOWN OF MIDDLETON

and

WEST HANTS REGIONAL MUNICIPALITY

and

TOWN OF WOLFVILLE

and

GLOOSCAP FIRST NATION

Collectively the Parties

WHEREAS the Parties have received and reviewed a presentation dated December 15, 2020 entitled "Updating of Shared Service Agreements and Municipal Corporations" (the "Presentation") *and* wish to implement the work plan as outlined in the Presentation.

The Parties agree as follows:

1. Each party agrees in principle to the recommendations contained within the Presentation.
2. The Parties agree to form a Working Group, comprising the Mayors and the Chief (or designates) of the Parties, and the CAOs, Band Manager (or their designates).
3. The Working Group will review the existing Intermunicipal Service Agreements (IMSAs) referenced in the Presentation and, for each IMSA, prepare either recommended amendments to the IMSA or a new draft ISMA to replace the existing ISMA.
4. In addition to the existing IMSAs, the Working Group will also prepare IMSAs for only additional services that may be offered by shared service organizations composed of some or all of the parties, including but not limited to IMSAs for climate change and diversity.
5. The recommendations of the Working Group will include standard provisions to be common to all IMSAs and IMSA provisions specific to the individual IMSAs under consideration.
6. The Working Group will provide recommendations for incremental supports to the shared service organizations referenced in the Presentation.
7. The Working Group may authorize one the Parties to contract on its behalf for services described in provision 8 of this Memorandum.
8. The Working Group is authorized to retain legal counsel and any other third-party resources as the Working Group considers necessary to complete its work.
9. The parties agree that the costs incurred by the Working Group will be paid from funds held by the Municipality of the County of Kings that are related to a modernization initiative entered into by the parties to this MOU in March of 2018.
10. The Working Group will complete its work and have updated IMSAs prepared for the parties' review and consideration by June 30, 2021, or such later date as the Working Group considers necessary in order to properly complete its work.
11. This MOU may be signed in counterpart by the parties.

Signed, sealed and delivered
in the presence of

_____) **TOWN OF ANNAPOLIS ROYAL**
)
)
) _____
) Mayor
)
) _____
) CAO

Signed, sealed and delivered
in the presence of

)
) **TOWN OF BERWICK**
)
)
) _____
) Mayor
)
) _____
) CAO
)

Signed, sealed and delivered
in the presence of

) **TOWN OF KENTVILLE**
)
)
) _____
) Mayor
)
) _____
) CAO
)

Signed, sealed and delivered
in the presence of

) **MUNICIPALITY OF THE COUNTY
OF KINGS**
)
)
) _____
) Mayor
)
) _____
) CAO
)

Signed, sealed and delivered
in the presence of

) **TOWN OF MIDDLETON**
)
)
) _____
) Mayor
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) _____
) CAO
)

Signed, sealed and delivered
in the presence of

) **WEST HANTS REGIONAL
MUNICIPALITY**
)
)
) _____

) Mayor
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) _____
) CAO
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Signed, sealed and delivered
in the presence of

) **TOWN OF WOLFVILLE**
)
)
) _____
) Mayor
)
) _____
) CAO
)

Signed, sealed and delivered
in the presence of

) **GLOOSCAP FIRST NATION**
)
)
) _____
) Chief
)
) _____
) Band Manager
)

LCC:	C2:
Catherine Chase at 902-424-4073, or lowcarboncommunities@novascotia.ca	Gabrielle Riley Gallagher at 902-424-8090, or connect2@novascotia.ca

LOW CARBON COMMUNITIES & CONNECT2

PROGRAM APPLICATION (2020-2021)

Important Notes:

The funding of the program is subject to Treasury Board approval following the Provincial official budget day. The Department of Energy and Mines reserves the right to alter or cancel the current process.

Applicants will be scored based on their alignment with the Program Description and Assessment Criteria found on the LCC/C2 website: <https://novascotia.ca/low-carbon-communities/>

ORGANIZATION INFORMATION

Town of Wolfville	
359 Main St. Wolfville Nova Scotia	
Erin Beaudin	
Municipality	
Omar Bhimji	Climate Change Mitigation Coordinator
Obhimji@wolfville.ca	Primary Title:
	Primary Phone: 902 599 4988

- Legal Name of Organization:**
- Legal Civic Address of Organization:**
- Signing Authority Names:**
- Lead Applicant Organization Type:**
(Note: private sector is not eligible for LCC)
- Mailing Address (if different):**
- Primary Contact Person:**
- Primary Email Address:**

Alternate Contact Person:

Alternate E-mail Address:

**Joint Stocks Registry ID
(if applicable):**

Emily Kennedy	Alternate Title:	Climate Change Coordinator
ekennedy@countyofkings.ca	Alternate Phone:	902 300 3080

1.0 PROJECT DESCRIPTION (15 POINTS)

Project Title:	Kings County Regional Climate Change Mitigation Plan
Project Location:	Kings County
Project Category:	LCC - Clean Electricity and Energy Transformation
Headline Description: <i>What is the issue/challenge/opportunity that your project is responding to?</i> (1-2 Sentences)	This collaborative project would develop a Regional Climate Change Mitigation Plan for King's County. Specifically, the project would identify sources of GHG emissions in King's County, explore and develop individual and joint emissions reduction opportunities, and produce a plan for consideration and adoption by the participating Municipalities.
Project Summary (Max. 750 Words) <i>Be sure to include how your project aims to reduce GHGs.</i>	<p>In 2019, the Town of Wolfville began developing a climate change mitigation plan. One of the first steps in developing the plan was a public engagement campaign that sought to understand residents' understanding of, concerns about, and actions on climate change. A key and common concern voiced by residents related to how much Wolfville could achieve on its own: many of the opportunities related to climate action were outside of the scope of its purview, or beyond its capacity to implement independently.</p> <p>Even as staff developed those strategies that Wolfville had the capacity and ambit to take on itself, they began having conversations with their peers working in other municipalities in the region. The Town of Berwick provided insights into and resources for small-scale green energy generation and energy efficiency; the Town of Kentville's award-winning Active Transportation plan became a source of inspiration, and its staff willing collaborators; and the Municipality of the County of Kings had begun work on a Regional Climate Change Adaptation Plan and was at the center of conversations about generating local clean energy at an industrial scale.</p> <p>As these conversations and plans progressed it made sense to bring all parties together and pursue further synergies and efficiencies; thus, the Kings County Climate Change Mitigation and Adaptation Working group was formed (see TOR attached). Similarly, with all municipalities at the table, rather than pursuing a laundry list of pet-projects and sound-bite strategies, it made sense to generate a clear picture of GHG emission generating activities in the region in order to identify the most efficient and effective opportunities for</p>

emissions reductions. These realizations were the impetus for this project: the creation of a Regional Climate Change Mitigation Plan (RCCMP).

The work plan for this project will follow and satisfy the first 3 steps of the Federation of Canadian Municipalities' Partners for Climate Protection (PCP) 5-step milestone framework. The first phase of the project will be the establishment of a regional steering committee and the development of GHG emissions inventories for both the participating municipalities and the Region. The steering committee will represent all four communities, along with important stakeholders, and will provide input into the plan-development process and provide support for project staff. Inventories will be developed using the City Inventory Reporting and Information System (CIRIS). CIRIS is an accessible, easy-to-use, and flexible Excel-based tool for managing and reporting city GHG inventory data. CIRIS was created by the C40 Cities Climate Leadership Group and is based on the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC), a standardized global framework for measuring and managing community GHG emissions which has been adopted by hundreds of cities across the world.

In addition to being based on the GPC framework, CIRIS produces GHG emission inventories that are projectable: they can be used to explore the results of actions and decisions – or inaction – over time, and to evaluate the impacts of those choices. The second phase of the project will employ CURB – an interactive modelling tool developed by the World Bank that is designed specifically to help cities take action on climate by allowing them to map out different action plans and evaluate their cost, feasibility, and impact – to develop a projection of total and annual GHG emissions over the next 30 years based on current circumstances, trends, and policies.

This business-as-usual projection will serve as the starting point for the third phase of the project: using CURB to develop a low-carbon scenario that will explore and illustrate how participating communities, and the region as a whole, can achieve GHG emissions reductions in line with the Provincial targets legislated in the Nova Scotia Sustainable Development Goals Act and the recommendations of the Intergovernmental Panel on Climate Change. This stage will involve broader input from municipal staff, partners, and stakeholders to determine capacity and readiness for certain changes or objectives; and the public to gauge the level and areas of concern, and receptiveness to climate action, within the community.

In the fourth and final phase of the project, participating staff will develop the RCCMP, identifying the

programs, policies, and investments that will allow the region to effectively reduce GHG emissions in line with the low-carbon scenario. Though many actions will require more detailed planning and study prior to implementation, the RCCMP – by documenting baseline conditions, developing and setting evidence-based targets, and identifying opportunities for strategic investment and maximum emission-reduction impact – will provide the foundation of a strategy to reduce GHG emissions region-wide, and both guide and catalyze requisite next steps.

<ul style="list-style-type: none"> Community GHG emissions inventories for all municipalities in the County that do not have an up to date one Business-as-usual and low-carbon scenarios modelled for all municipalities A Regional Climate Change Mitigation Action Plan 	<p>Funding Request: \$ 60,000</p>
<p>\$ 95,000</p>	

List the specific deliverables and estimated completion date

Total Project Cost:

LOW CARBON COMMUNITIES & CONNECT2 APPLICATION QUESTIONS

*NOTE: SOME MARKED SECTIONS APPLY ONLY TO ACTIVE TRANSPORTATION PROJECTS.
THE REMAINING SECTIONS APPLY TO BOTH CONNECT2 AND LOW CARBON COMMUNITIES PROJECTS*

2.0 PARTNERSHIPS AND COMMUNITY SUPPORT (15 POINTS)

Please briefly describe the following in relation to your project:

Please list project partners and describe the nature of any funding or project partnerships.

While the Town of Wolfville is the applicant, this is a project of the recently formed Kings County Climate Change Mitigation and Adaptation Working group, which includes staff representation from all 4 of the municipalities in the County. All four municipalities have committed funding to the project, along with in-kind contributions in the form of staff time, of both their representatives on the working group and additional staff to provide input to and support for the project.

How have you reached out to stakeholders to collaborate on the project?

Over the past 12 months, planning staff from the Town of Wolfville reached out to staff from the other 3 municipalities in King's County (the Towns of Berwick and Kentville, and the Municipality of the County of Kings) working on climate change or other relevant issues. In January of 2020, staff from all 4 municipalities came together for a meeting to explore opportunities for meaningful regional climate action. Together, we identified a set of shared/regional priorities, addressing the risks and hazards of climate change we faced together (adaptation) and opportunities to reduce emissions (mitigation).

After the initial meeting a working group was formed to guide the development of projects and initiatives toward climate change mitigation and adaptation; advise the respective municipal units on solutions to regional challenges around climate change mitigation and adaptation issues, in the best interest of their residents; identify and pursue projects of joint interest; allow the communities in the County to speak with a united voice on climate change related issues; and pursue and improve awareness of funding and partnership opportunities to support the types of initiatives identified above. Terms of reference for the working group have been finalized (see attached) and reviewed by all 4 CAOs, to whom municipal staff involved with the working group report, and the group started have developing formal project ideas and proposal to advance their common purposes.

How have you engaged with all relevant groups impacted by the project?

Staff and elected representatives from all 4 participating municipalities, along with a climate-focused community groups that span the region, have been engaged in the development of project. Broad community engagement has been a challenge in recent months – but huge turnouts at regional events such as last year's Town Hall for a Green New Deal; record breaking growth in initiatives such as the Town of Berwick's PACE program; 70+ residents from throughout the region showing up for weekly climate action circle meetings throughout the winter; and a

packed council chamber during the last sitting of the Municipality of Kings County's Committee of the Whole, at which representatives of Extinction Rebellion implored the County to declare a climate emergency (they did) and take action (in progress); and support for this project voiced by regional conservation organizations such as the QUEST Energy, the Blomidon Naturalist Society, the Clean Annapolis River Project, and the Jijuktu'kwejk Watershed Alliance, all illustrate the broad grassroots support for climate action in the region.

CONNECT2 - AT Infrastructure Projects Only:

Specify the length of the connector to be completed as part of this project.

What are the hubs this project will connect to?

Is the project connected to or a part of the Blue Route?

Yes No

Comments:

Identify the type of connector surface (e.g. gravel, paved, crusher dust, etc.).
