



PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5, Canada

**Item No. 11.1.5**  
**Halifax Regional Council**  
**April 13, 2010**

**TO:** Mayor Kelly and Members of Halifax Regional Council

**SUBMITTED BY:**

A handwritten signature in cursive script, appearing to read "Dan English".

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Dan English, Chief Administrative Officer

A handwritten signature in cursive script, appearing to read "Wayne Anstey".

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Wayne Anstey, Deputy Chief Administrative Officer - Operations

**DATE:** March 23, 2010

**SUBJECT:** **Solid Waste Resources Contingency Plan - Agreements with  
The Region of Queens Municipality and  
The Municipality of the District of Chester**

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**ORIGIN**

Halifax Regional Municipality's existing Agreements with the Region of Queens Municipality and with the Municipality of the District of Chester for the disposal of waste, expired March 31, 2010. Staff has negotiated new five-year Agreement renewals with the Region of Queens and with the Municipality of the District of Chester.

**RECOMMENDATION**

It is recommended that Halifax Regional Council proceed with the signing of the Agreements between the Halifax Regional Municipality and the Region of Queens Municipality and the Municipality of the District of Chester.

## **BACKGROUND**

The placement of Agreements with the Region of Queens Municipality and the Municipality of the District of Chester are two components of HRM's Solid Waste Resources Contingency Plan, in the event that the Otter Lake Facilities cannot accept and dispose of waste, and for the disposal of other wastes from time to time.

## **DISCUSSION**

As per the attached report dated February 28, 2005 (Attachment # 1), the Agreements with both the Region of Queens Municipality (Attachment #2) and the Municipality of the District of Chester (Attachments #3), provide security for the Region and MIRROR Nova Scotia, during rare occasions when the Otter Lake facility is not operational (e.g. loss of electrical power, major equipment failure, etc.).

The Agreements are beneficial to all three parties as they are reciprocal, in that HRM, through MIRROR Nova Scotia, can provide assistance to Chester (and/or Queens if requested) in the form of equipment and staff (with conditions) for short durations.

As specified in the current multi-year Agreement (April 1/05 to March 31/10) for the operations of the Otter Lake facility, excluding circumstances beyond control Force Majeure (Hurricane Juan is an example), MIRROR Nova Scotia is responsible for the cost of the transport of waste from Otter Lake (when the site is non operational) and the cost of the disposal of waste in Queens or Chester (if needed). The same applies for the 2010/15 Agreements with Queens and Chester.

MIRROR NS has reviewed the proposed Agreements with Chester and Queens and agrees that the conditions apply to the new multi-year Agreement for the operations of Otter Lake. HRM can also use these intra-municipal Agreements for waste disposal to arrange for disposal of back-end residue from the composting facilities.

## **BUDGET IMPLICATIONS**

There are no budget implications as the financial obligations, risk, and responsibilities of the Agreements between HRM and Chester and Queens for the disposal of solid waste, are assigned to MIRROR NS for contingency disposal in the event of Otter Lake Facility shutdown, at no cost to HRM.

The same commitment is contained in the current multi-year agreement with MIRROR NS for existing (expiring) Agreements with Queens and Chester. The new multi-year Agreement between HRM and MIRROR NS will contain the same commitment by MIRROR NS for these contingencies.

**FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN**

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

**ALTERNATIVES**

There are no recommended alternatives as the Solid Waste Resource Contingency Plan with Queens and Chester is good risk management for the HRM.

**ATTACHMENTS**

1. Council Report dated February 28, 2005;
2. Proposed Agreement with the Region of Queens Municipality;
3. Proposed Agreement with the Municipality of the District of Chester; and
4. Letter dated March 22, 2010 from MIRROR NS confirming agreement with the proposed Chester Agreement.

If the report is released to the public, a copy can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Robert Orr, P.Eng., Collection & Processing Coordinator  
Gord Helm, MPA, Manager, Solid Waste Resources



Report Approved by: \_\_\_\_\_  
Gord Helm, MPA, Manager, Solid Waste Resources 490-6606



Report Approved by: \_\_\_\_\_  
Ken Reashor, P.Eng., Acting Director, TPW 490-4855



PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

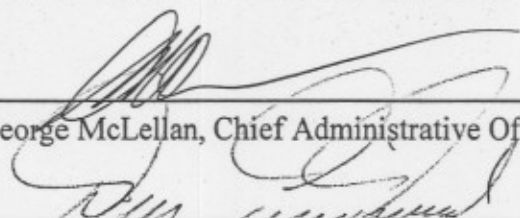
Attachment 1

2.

Halifax Regional Council  
March 8, 2005  
IN-CAMERA

**TO:** Mayor Kelly and Members of Halifax Regional Council

**SUBMITTED BY:**

  
George McLellan, Chief Administrative Officer

  
Dan English, Deputy Chief Administrative Officer

**DATE:** February 28, 2005

**SUBJECT:** Solid Waste Resource Contingency Plan-Agreements with  
The Region of Queens Municipality, and  
The Municipality of the District of Chester

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**PRIVATE AND CONFIDENTIAL**

**ORIGIN**

Halifax Regional Municipality's existing agreement with the Region of Queens Municipality for the disposal of waste, expires March 31, 2005. Staff has negotiated a five-year extension of the agreement with the Region of Queens, and has also negotiated a five-year agreement for the disposal of waste with the Municipality of the District of Chester.

**RECOMMENDATION**

**It is recommended that:**

Halifax Regional Council enter into agreements with the Region of Queens Municipality and the Municipality of the District of Chester for the contingency disposal of solid waste, substantially in the form of the attached draft agreements.

*This report is not to be released to the public until after signing of both Agreements.*

**BACKGROUND**

On March 7, 2000, Regional Council approved entering into an Agreement with the Region of Queens for the period from April 1, 2000 to March 31, 2005. The placement of agreements with Queens and Chester are two components of HRM's Solid Waste Resources Contingency Plan, in the event that the Otter Lake Facilities cannot accept and dispose of waste, and for the disposal of other wastes from time to time.

**DISCUSSION**

The 2000-2005 Agreement with the Region of Queens has benefited HRM as it provided security for the Region and MIRROR Nova Scotia during the rare occasions when the Otter Lake facility is not operational (either due to equipment failure, loss of electrical power for 60 hours following Hurricane Juan, or other unusual events such as HRM/RCMP Major Crime section securing the facility in the course of gathering evidence). The Agreement with Queens also enabled the disposal of some back-end residue from the two compost facilities, within the prescribed contract limits of 3% of incoming organics for Miller Composting and 2% for New Era Technologies (this back-end residue is material that would be difficult to process through the Otter Lake Facility).

The proposed Agreement with Queens is improved from the current agreement, as there are no daily limits of waste received (current agreement allowed only four deliveries per day), and in the event HRM ever has to dispose of quantities of C&D materials. On February 24, 2005, Region of Queens Council approved in principle, subject to signing, a five-year agreement with HRM, commencing April 1, 2005 (see proposed Agreement with Queens attached).

The proposed Agreement with Chester is desired as it provides another contingency option for the disposal of waste, when Otter Lake is not operational. It is also a convenient location as it is approximately one hour travel from Otter Lake as opposed to in excess of two hours to the Queens landfill. Chester has also approved, in principle, subject to signing, a five-year agreement with HRM, commencing April 1, 2005 (see proposed Agreement with Chester attached). The Agreement with Chester is reciprocal, as the HRM, through MIRROR Nova Scotia, provides assistance to Chester in the form of equipment and staff (with conditions) for short durations.

As specified in the current multi year agreement (April 1/01 to March 31/05) for the operations of the Otter Lake facility, excluding circumstances beyond control Force Majeure (Hurricane Juan is an example), MIRROR Nova Scotia is responsible for the cost of the transport of waste from Otter Lake (when the site is non operational) and the cost of the disposal of waste in Queens. The same applies for the 2005-2010 Agreements with Queens and Chester. Both Chester and Queens are constructing a new second generation landfill in 2005.

**SWR Contingency Plan - Agreement with Region of Queens  
and District of Chester Municipality  
Council Report**

- 3 -

**March 8, 2005**

MIRROR NS has reviewed the proposed agreement with Chester and Queens and agrees that the conditions applies to the new multi year agreement for the operations of Otter Lake. HRM can also use these intra-municipal agreements for waste disposal to arrange for disposal of back-end residue from the composting facilities.

**BUDGET IMPLICATIONS**

There are no budget implications as the financial obligations, risk, and responsibilities of the Agreement between HRM and Chester and Queens for the disposal of solid waste are assigned to MIRROR NS (by letter of agreement dated February 28, 2005, Attachment # 3) at no cost to HRM.

The same commitment is contained in the current multi year agreement with MIRROR NS, for the current agreement HRM has with Queens. The new multi year agreement between HRM and MIRROR NS, which is expected to come to Regional Council in April, will contain the same commitment by MIRROR NS for the Queens and Chester Agreement.

**FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

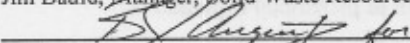
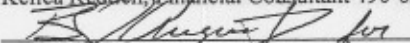
This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

**ALTERNATIVES**

There are no recommended alternatives as the Solid Waste Resource Contingency Plan with Queens and Chester represents good risk management for the HRM.

**ATTACHMENTS**

1. Proposed Agreement with the Region of Queens Municipality.
2. Proposed Agreement with the Municipality of the District of Chester.
3. Letter from MIRROR NS confirming agreement with the proposed Chester and Queens Agreement.

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.	
Report Prepared by:	Jim Bauld, Manager, Solid Waste Resources 490-6606
Review by:	 Kellea Redden, Financial Consultant 490-6267
Report Approved by:	 Brad Anguish, Director, Environmental Management Services 490-4825



- d) **“Non-compliant Waste”** means:
- i) White goods as defined herein;
  - ii) Tires as defined in the “Used Tire Management Program” pursuant to provincial regulations;
  - iii) Leaf and Yard Waste as defined by provincial regulations;
  - iv) Propane tanks of a capacity exceeding 19 lbs.;
  - v) Natural Christmas trees;
  - vi) Such Recyclable materials as may be banned from disposal from time to time by applicable provincial regulations.
  - vii) Compostable organic material as defined from time to time by applicable provincial regulations.
  - viii) Household and other hazardous waste as defined from time to time by provincial regulations.
  - ix) All such other materials as are specifically prohibited from landfill disposal pursuant to provincial statutes or regulations.
- e) **“White Goods”** means any large household appliance, regardless of colour, including, but not limited to: refrigerators, freezers, air conditioners, dehumidifiers, humidifiers, stoves, washers and dryers.
- f) **“Construction and Demolition Debris”** means materials which are normally used in the construction of buildings, structures, roadways, walls and other landscaping material, and includes but is not limited to, soil, asphalt, brick, mortar, drywall, plaster, cellulose, fiberglass fibres, gyproc, lumber, wood, asphalt shingles and metals.

**Deliverable Wastes:**

2. Queens shall accept from HRM, at the Queens Facility, Deliverable Wastes as defined in this Agreement.

**Delivery Requirements:**

3. The following types of waste shall be delivered as separate loads:
- i) Acceptable 1<sup>st</sup> Generation Solid Waste
  - ii) Acceptable 2<sup>nd</sup> Generation Solid Waste



**Disposal Commitment:**

4. Queens will accept any separate load that is acceptable in a 1<sup>st</sup> Generation Solid Waste Facility, according to the Provincial statutes and regulations in place at the time, providing that the Province continues to permit the operation of a 1<sup>st</sup> Generation Landfill within the Queens Facility.

**Fees:**

5. For Acceptable 2<sup>nd</sup> Generation Solid Waste, HRM shall pay to Queens a disposal fee of \$80.00 per tonne (plus HST if applicable).
6. For Acceptable 1<sup>st</sup> Generation Solid Waste, HRM shall pay to Queens a disposal fee of \$80.00 per tonne, (plus HST if applicable).
7. The disposal fees as contained in clauses 5 and 6 includes fees payable for closure and post-closure costs.
8. Queens shall weigh all loads of Solid Waste delivered to the Queens Facility by HRM and such weights shall be deemed to be final and conclusive. Queens will provide a summary of the individual loads and the hauler name, including the weights thereof, to HRM along with the applicable invoice.
9. Queens shall invoice HRM the appropriate sum on or about the last business day of each month, with such payment to be due within thirty (30) days of the billing date. Interest will be applicable at the rate charged by policy set by the Council of Queens for all overdue accounts receivable to Queens.
10. The fees payable by HRM to Queens as set out in clauses 5 and 6, shall remain in effect until March 31, 2011; PROVIDED THAT the parties may adjust the fees as follows:
  - a) Queens may increase the fees payable pursuant to this agreement, once per annum, commencing April 1<sup>st</sup>, 2011 by a percentage equal to the percentage increase in each year's preceding ten-year average Consumer Price Index for Nova Scotia (CPINS).
  - b) Queens may increase the applicable fees by the actual percentage increase whereby there has been significant regulatory change beyond the control of the parties which has demonstrably increased Queens' costs of performance of its obligations under this contract.

**Term:**

11. This agreement shall commence on the 1<sup>st</sup> day of April 2010 and shall terminate as of March 31<sup>st</sup>, 2015.

- a) This agreement may be extended at any time prior to January 31, 2015 by written consent of both parties.

**Deliveries:**

12. HRM agrees that its deliveries to the Queens Facility shall be on a short term contingent basis in consideration of operational disruptions or undercapacity in HRM's Otter Lake Waste Disposal Facility.
13. HRM agrees that its deliveries to the Queens Facility shall normally be restricted to the following hours:

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

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

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

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

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

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

a case, HRM shall be billed for all extra costs incurred by Queens, including overtime or other wages, benefits and salaries, for operating the Queens Facility on that day.

- a) On an emergency basis the seven (7) day notice period may be waived by Queens.
18. Deliverable Waste loads shall be delivered to, and unloaded at, the location as directed by officers or employees of Queens who may, from time to time, be in charge of the Queens Facility.
19. HRM shall be responsible for off-loading of its Deliverable Waste loads, regardless of what difficulties are encountered – provided that such difficulties are not the fault of Queens.
20. HRM, its employees, agents or contractors, shall at all times ensure that the performance of its obligations under this agreement does not create, in the Region of Queens, any odour, litter, noise or other adverse environmental effect in an amount sufficient to amount to a breach of any applicable law or bylaw.
21. HRM shall be responsible for the dissemination of any information required to inform its officers, servants, agents, employees, contractors of the requirements of utilizing the Queens Facility.

**Non-compliant Waste:**

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

**Recycling and Organics Diversion:**

27. HRM confirms that it has in existence, and undertakes and agrees to continue to fully participate in, a comprehensive recycling and organic diversion program having as its object the removal of recyclable and organic materials from the Acceptable Solid Waste that is delivered to the Queens Facility. The list of recyclables and organics shall include #1, 2 and 4 plastics and shall be otherwise those recyclables and organics provided for in the Queens Blue Bag and Organic Diversion Program.
28. Any change in the Queens list of recyclables and organics shall be made in consultation with HRM.
29. Queens may require from HRM periodic audits of loads of waste from HRM to confirm compliance with the comprehensive recycling and organics diversion program as well as non-compliant waste restrictions.

**Disruption Beyond Control of Queens:**

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

**Applicable Laws:**

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

**Insurance:**

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

**Arbitration or Mediation:**

36. Any dispute respecting the interpretation of any term or provision of this Agreement, or any matter whatsoever relating to this Agreement, shall be resolved by mediation, and failing resolution by mediation, then by arbitration, in accordance with the *Commercial Arbitration Act*.
37. This agreement contains the entire agreement between the parties and completely and fully supersedes all other understandings and agreements between the parties with respect to the transactions addressed in this agreement.

**Notices:**

38. Any Notice of default to be given by any party shall be in writing and faxed to the designated officer or employee as noted below followed up by a copy mailed to same, by regular post.
39. Any Notice for HRM shall be sent to:
- Halifax Regional Municipality  
P.O. Box 1749  
Halifax, NS  
B3J 3A5
- Attention: Chief Administrative Officer  
Fax: 1-(902)-490-4044
40. Any Notice for Queens shall be sent to:
- Region of Queens Municipality  
249 White Point Road  
P.O. Box 1264  
Liverpool, Nova Scotia  
B0T 1K0
- Attention: Chief Administrative Officer  
Fax #: 1-(902)-354-7473
41. It is the responsibility of each party to this agreement to keep the notification information listed above current by means of timely written notification to the other, throughout the life of this agreement.

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

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Witness

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

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Witness

( **Halifax Regional Municipality**  
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Mayor  
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Regional Clerk

April 1, 2010

THIS AGREEMENT MADE THIS  ?  DAY OF  ?  A.D., 2010

**BETWEEN**

**The Municipality of The District of Chester**, a municipal corporation incorporated under the laws of the Province of Nova Scotia and having offices in the Chester, in the Province of Nova Scotia, hereinafter called "**Chester**".

**-and-**

**Halifax Regional Municipality**, a municipal corporation duly incorporated under the laws of the Province of Nova Scotia having its office in Halifax in the Province of Nova Scotia, hereinafter referred to as "**HRM**".

**WHEREAS** Chester owns and operates at Kaizer Meadow, within the District of Chester and Province of Nova Scotia, a municipal solid waste disposal facility, which, by regulation of the Province, will include a 2<sup>nd</sup> Generation solid waste disposal facility, hereinafter called the "**Chester Facility**";

**AND WHEREAS** HRM is desirous of disposing of acceptable 2nd generation solid waste generated within its jurisdiction at the Chester facility;

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

**Definitions:**

1. In this agreement:
  - a) "**Acceptable 2<sup>nd</sup> Generation Solid Waste**" means any waste, which is required, from time to time, by Provincial regulation, to be deposited at a 2<sup>nd</sup> generation solid waste facility and which is generated within the jurisdictions of HRM;
  - b) "**Deliverable Wastes**" means:
    - i) Acceptable 2<sup>nd</sup> Generation Solid Waste;
  - c) "**Non-compliant Waste**" means:
    - i) White goods as defined herein;

- ii) Tires as defined in the “Used Tire Management Program” pursuant to provincial regulations;
  - iii) Leaf and Yard Waste as defined by provincial regulations;
  - iv) Propane tanks of a capacity exceeding 19 lbs;
  - v) Natural Christmas trees;
  - vi) Such Recyclable materials as may be banned from disposal from time to time by applicable provincial regulations;
  - vii) Compostable organic material as defined from time to time by applicable provincial regulations;
  - viii) Household and other hazardous waste as defined from time to time by provincial regulations;
  - ix) All such other materials as are specifically prohibited from landfill disposal pursuant to provincial statutes or regulations.
- d) **“White Goods”** means any large household appliance, regardless of colour, including, but not limited to: refrigerators, freezers, air conditioners, dehumidifiers, humidifiers, stoves, washers and dryers.
  - e) **“Construction and Demolition Debris”** means materials which are normally used in the construction of buildings, structures, roadways, walls and other landscaping material, and includes but is not limited to, soil, asphalt, brick, mortar, drywall, plaster, cellulose, fiberglass fibres, gyproc, lumber, wood, asphalt shingles and metals (hereinafter referred to as **“C&D Debris”**).

**Deliverable Wastes:**

- 2. Chester shall accept from HRM, at the Chester Facility, Deliverable Wastes as defined in this Agreement.
  - i) Notwithstanding the foregoing clause, HRM agrees to inform parties enquiring about the disposal of contaminated soils, and other materials which are not accepted at the HRM Otter Lake mixed waste processing and disposal facility, that Chester is an option available for the disposal of the same material.

**Delivery Requirements:**

- 3. The following types of waste shall be delivered as separate loads:
  - i) Acceptable 2<sup>nd</sup> Generation Solid Waste



### **Disposal Commitment:**

4. Chester will accept any separate load that is acceptable in a 2nd Generation Solid Waste Facility, according to the Provincial statutes and regulations in place at the time, providing that the Province continues to permit the operation of a 2nd Generation Landfill within the Chester Facility.

### **Fees:**

5. For Acceptable 2<sup>nd</sup> Generation Solid Waste, HRM shall pay to Chester a disposal fee of \$80.00 per tonne (plus HST if applicable).
6. The disposal fees as contained in clauses 5 includes fees payable for closure and post-closure costs.
7. Chester shall weigh all loads of Solid Waste delivered to the Chester Facility by HRM and such weights shall be deemed to be final and conclusive. Chester will provide a summary of the individual loads and the hauler name, including the weights thereof, to HRM along with the applicable invoice.
8. Chester shall invoice HRM the appropriate sum on or about the last business day of each month, with such payment to be due within thirty (30) days of the billing date. Interest will be applicable at the rate charged by policy set by the Council of Chester for all overdue accounts receivable to Chester.
9. The fees payable by HRM to Chester, as set out in clause 5, shall remain in effect until March 31, 2012, provided that the parties may adjust the fees as follows:
  - a) Chester may increase the fees payable pursuant to this agreement, once per annum, commencing April 1<sup>st</sup>, 2012 by a percentage equal to the lesser amount of the percentage increase of the Consumer Price Index for all items for Nova Scotia (CPINS), for the previous calendar year, or the sum of two decimal five percent (2.5%) per annum.
  - b) Chester May increase the applicable fees by the actual percentage increase whereby there has been significant regulatory change beyond the control of the parties which has demonstrably increased Chester's costs of performance of its obligations under this contract.

### **Term:**

10. This agreement shall commence on the 1<sup>st</sup> day of April 2010 and shall terminate as of March 31<sup>st</sup>, 2015.
  - a) This agreement may be extended at any time prior to January 31, 2015 by written consent of both parties.

**Deliveries:**

11. HRM agrees that its deliveries to the Chester Facility shall normally be restricted to the following hours:

Monday through Friday from 8:00 a.m. until 4:00 p.m.; and  
Saturdays from 8:00 a.m. to 12:00 p.m.

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

12. Notwithstanding the foregoing clause, Chester will consider accepting a delivery between 4:00 p.m. and 5:00 p.m. provided that a request by telephone has been received as early as possible of the same day.
13. (a) Further notwithstanding the foregoing, a delivery may be accepted after 5:00 p.m. on the same condition, but in that case, HRM shall be billed for all extra costs incurred by Chester for overtime or other wages, benefits and salaries as a result of this late delivery.

(b) Further notwithstanding the foregoing, HRM agrees that its deliveries to the Chester Facility shall be on a short term contingent basis in consideration of operational disruption or undercapacity in HRM's Otter Lake Waste Disposal Facility.

14. The Holidays observed at the Chester Facility are as follows:

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

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

15. Notwithstanding the foregoing clause, Chester will accept a delivery on a Holiday as listed above provided that a written request has been received by Chester a minimum of 7 calendar days before the said Holiday and, in such a case, HRM shall be billed for all extra costs incurred by Chester, including overtime or other wages, benefits and salaries, for operating the Chester Facility on that day. On an emergency basis the seven (7) day notice period may be waived by Chester.
16. Deliverable Waste loads shall be delivered to, and unloaded at, the location as directed by officers or employees of Chester who may, from time to time, be in charge of the Chester Facility.

17. HRM shall be responsible for off-loading of its Deliverable Waste loads, regardless of what difficulties are encountered – provided that such difficulties are not the fault of Chester
18. HRM, its employees, agents or contractors, shall at all times ensure that the performance of its obligations under this agreement does not create, in the Municipality of Chester, any odour, litter, noise or other adverse environmental effect in an amount sufficient to amount to a breach of any applicable law or bylaw.
19. HRM shall be responsible for the dissemination of any information required to inform its officers, servants, agents, employees, haulers, contractors of the requirements of utilizing the Chester Facility.

**Non-compliant Waste:**

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

**Recycling and Organics Diversion:**

25. HRM confirms that it has in existence, and undertakes and agrees to continue to fully participate in, a comprehensive recycling and organic diversion program having as its object the removal of recyclable and organic materials from the Acceptable Solid Waste that is delivered to the Chester Facility. The list of recyclables and organics shall include #1, 2 and 4 plastics and shall be otherwise those recyclables and organics provided for in the Chester Blue Bag and Organic Diversion Program.

26. Any change in the Chester list of recyclables and organics shall be made in consultation with HRM.
27. Chester may require from HRM periodic audits of loads of waste from HRM to confirm compliance with the comprehensive recycling and organics diversion program as well as non-compliant waste restrictions.

**Cooperation:**

28. Chester and HRM are in agreement that in the event Chester's landfill compactor becomes non operational and cannot be readily made operational while Chester is receiving waste from the HRM, provided that Chester's receipt of HRM waste exceeds two continuous operating days, that MIRROR Nova Scotia, on behalf of HRM, will provide a landfill compactor at no cost to Chester, on a temporary basis, until Chester's landfill compactor is made operational; and Chester agrees to undertake all necessary effort to have the landfill compactor readily made operational.
29. HRM agrees that in the event that Chester's landfill compactor is not operational and despite best efforts by Chester to make their landfill compactor operational, that MIRROR Nova Scotia, on behalf of the HRM, will provide Chester, at cost, a landfill compactor and operator for a maximum of five (5) days, with a possible extension of three (3) days, as determined by MIRROR Nova Scotia.

**Disruption Beyond Control of Chester:**

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

**Applicable Laws:**

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

**Insurance:**

32. Both parties shall have in force during the term of this agreement, policies of general liability and automobile liability insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence for any damage that may be caused by either party or its respective agents, employees, or contractors.

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

**Arbitration or Mediation:**

36. Any dispute respecting the interpretation of any term or provision of this Agreement, or any matter whatsoever relating to this Agreement, shall be resolved by mediation, and failing resolution by mediation, then by arbitration, in accordance with the *Commercial Arbitration Act*.
37. This agreement contains the entire agreement between the parties and completely and fully supersedes all other understandings and agreements between the parties with respect to the transactions addressed in this agreement.

**Notices:**

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

Halifax Regional Municipality  
P.O. Box 1749  
Halifax, NS  
B3J 3A5

Attention: Chief Administrative Officer  
Fax: 1-(902)-490-4044

40. Any Notice for Chester shall be sent to:

Municipality of the District of Chester  
151 King Street  
P.O. Box 369  
Chester, Nova Scotia  
B0J 1J0

Attention: Chief Administrative Officer

Fax #: 1-(902)-275-4771

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

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

	(	<b>Municipality of the District of Chester</b>
	(	
	(	
_____	(	_____
Witness	(	Warden
	(	
	(	
_____	(	_____
Witness	(	Municipal Clerk

	(	<b>Halifax Regional Municipality</b>
	(	
	(	
_____	(	_____
Witness	(	Mayor
	(	
	(	
_____	(	_____
Witness	(	Regional Clerk



**MIRROR**  
Reflecting Community Values  
**MUNICIPAL INTEGRATED RESOURCE**  
**RECOVERY OPPORTUNITY REALIZATION**

March 22, 2010

Attachment 4

**HALIFAX REGIONAL MUNICIPALITY**  
Solid Waste Resources  
Halifax, Nova Scotia  
B3J 3A5

**ATTENTION: Gordon Helm**  
Manager, HRM Solid Waste Resources

MIRROR Nova Scotia  
600 Otter Lake Drive  
P.O. Box 209  
Lakeside, Nova Scotia  
B3T 1M6

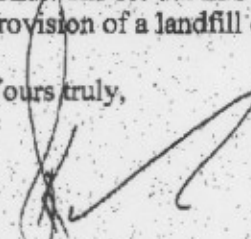
**HRM/Chester Agreement**

Dear Gord:

Tel: (902) 453-3490  
Fax: (902) 453-3489

As per your request, MIRROR Nova Scotia has completed it's review of the draft agreement between The District of Chester and Halifax Regional Municipality dated March 2006. This letter will confirm that we are in agreement to the terms and conditions set out in Section 28 and 29 of this agreement, regarding the temporary provision of a landfill compactor and operator.

Yours truly,

  
Kurt Jacobs  
MIRROR Nova Scotia

