



Town Council Meeting

June 17, 2025

6:30 p.m.

Council Chambers, Town Hall

359 Main Street

Agenda

Call to Order and Land Acknowledgement

1. Approval of Agenda

2. Declarations of Conflicts of Interest

3. Approval of Minutes

- a. Town Council Meeting, May 20, 2025

4. Community Events, Occasions & Acknowledgements

Mayor & councillors may recognize recent or upcoming events, occasions & acknowledgements that are of interest to the Town and residents

5. Public Input

PLEASE NOTE:

- *Reminder to all speakers that the Town conducts its business with the seven sacred teachings in mind, truth, honesty, love, courage, respect, wisdom and humility.*
- *Members of the public participating in public input sessions will conduct themselves in a manner that is respectful to the public, council and staff. Should this not occur, the Chair will advise them to end their questions and/or comments immediately.*
- *You have up to 5 minutes to make comments and provide feedback. Comments are to be directed to the Chair.*



- *If appropriate, responses to input and/or questions will be answered in a future CAO Report.*
- *Any questions that relate to personnel, current or potential litigation issues, or planning issues for which a public hearing has already occurred, but no decision has been made by Council, will not be answered.*

6. Motions/Recommendations from Committee of the Whole, June 3, 2025:

- a. RFD 024:2025 Support for Volunteer-led Reservoir Park Project
- b. RFD 023-2025: Off leash Dog Approach for Reservoir Park
- c. RFD 025-2025: Computer Network Architecture Design and Installation
- d. Code of Conduct Complaint

7. New Business

- a. RFD 026-2025 – Governance & Funding for Valley Waste and Kings Transit

8. Adjournment to In-Camera under the Municipal Government Act Section 22(2)(e):

- a. Contract Negotiations
- b. Contract Negotiations

9. Adjournment of In-Camera

10.Regular Meeting Reconvenes

11.Motion from In-Camera Meeting

12.Regular Meeting Adjourned

REQUEST FOR DECISION -2025

Title: Support for volunteer-led Reservoir Park project
Date: 2025-06-03
Prepared by: Mark Fredericks, Senior Planner
Contributors: Devin Lake, Director of Planning & Public Works



SUMMARY

Volunteer-led Invasive Species Removal and Native Planting in Reservoir Park

This report highlights the ongoing success of a local volunteer group (Friends of the Wolfville Trails, Blomidon Naturalist's Society) dedicated to biodiversity restoration in Reservoir Park. Since 2023, this group has been assessing and actively removing invasive species and replanting native trees and understory vegetation. The group is now seeking to expand their impact and will be applying for funding through the Federation of Canadian Municipalities' Green Municipal Fund (GMF), which requires a 50% matched contribution from the municipality. Their funding request is for \$50,000 total, with \$25,000 needing to come from the Town. This can be distributed over three years (2025–2027) which would be approximately \$8,333 per year.

Staff recommend including these amounts in the forthcoming Tree Policy Implementation budgets (as part of the Parks budget). For 2025, the contribution is intended to come from the \$20,000 that was allocated for the general Tree Budget. If the GMF application is not successful, the Town's contribution will not be required, and alternative support can be explored to enable this group to continue their important work in Reservoir Park.

DRAFT MOTION:

THAT COUNCIL APPROVE THE FUNDING REQUEST FOR \$25,000 OVER THREE-YEARS TO SUPPORT THE VOLUNTEER-LED INVASIVE SPECIES AND NATIVE PLANTING PROJECT IN RESERVOIR PARK, CONTINGENT ON MATCHING FUNDS FROM THE FEDERATION OF CANADIAN MUNICIPALITIES' (FMC) GREEN MUNICIPAL FUND.

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1) CAO COMMENTS

The CAO supports the recommendation to partner with the volunteer group, as this initiative aligns with the Town's environmental sustainability goals and leverages external funding opportunities. It also strengthens community engagement and stewardship of natural spaces.

2) LEGISLATIVE AUTHORITY

The Town has the authority to provide financial support for environmental initiatives that are supported by its Municipal Planning Strategy (MPS), which establishes a framework for all forms of development within a municipality (MGA 213 (b)). Environmental Protection is a Statement of Regional Interest in the MPS, and a common theme throughout the document to protect and enhance the Town's environmental sustainability, which this project is directly related to.

3) STAFF RECOMMENDATION

Staff recommend that COW approve the draft motion as presented, to support the Reservoir Park project through a matched financial commitment of \$25,000 over three years, subject to the successful receipt of GMF funding.

4) REFERENCES AND ATTACHMENTS

- Municipal Planning Strategy
- Attachment 1 - Reservoir Park Funding Request
- Attachment 2 – 2024-year end progress report

5) DISCUSSION

The Reservoir Park volunteers have demonstrated significant commitment to improving the park's ecosystem services through manual removal of invasive species such as glossy buckthorn and multi-flora rose, followed by the reintroduction of native species including red oak, sugar maples, white pine and a variety of native shrubs and ferns. A full report of their 2024 season is included in the attachments which outlines the number of invasives removed, and the number of native trees planted.

These efforts have made a visible improvement to forest health and following the 2024 season, this group organized a successful Earth Day tree-planting event with the Town in April of 2025, where dozens of community members, including young families were engaged to plant over 30 additional native trees in this park.

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To build on this momentum, the group is applying for funding through the Green Municipal Fund (GMF) which is one funding stream of the federal *2 Billion Trees* commitment. Part of this application process requires a supportive motion from the municipality as well as a financial commitment that would match the GMF amount. The group is applying for \$50,000 total with 50% needing to come from the Town, over three years.

6) FINANCIAL IMPLICATIONS

A total of \$25,000 will be required from the Town over three years, broken down as follows:

- **2025:** \$8,333
- **2026:** \$8,333
- **2027:** \$8,333

Staff recommend including these amounts in the forthcoming Tree Policy Implementation budgets (as part of the Parks budget). For 2025, the contribution is intended to come from the \$20,000 that was allocated for the general Tree Budget. If the GMF application is not successful, the Town's contribution will not be required, and alternative support can be explored to enable this group to continue their important work in Reservoir Park.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

- Social Equity
- Community Wellness

8) COMMUNICATION REQUIREMENTS

- David Steele and Jennifer Uhlman – Blomidon Naturalist Society

9) ALTERNATIVES

Council may approve the draft motion or not.

April 11, 2025

Wolfville Town Council
359 Main St.
Wolfville, NS
B4P 1E1

Dear Council Members,

The Blomidon Naturalist's Society's adjunct group, Friends of the Wolfville Trails, endeavours to continue the progress of our reforestation work completed in 2024 at Reservoir Park.

During the 2024 pilot year, volunteers removed invasive plant species from approximately 1,100 m² of the park's woodland, and reforested the area with native trees, shrubs and ground cover plants representing 20 different species. This work augmented the overall health and sustainability of the forested area, as the new plants create critical habitat for many native species. Our intent is to carry on this work in 2025 and for years to come.

Canada's 2 Billion Trees Commitment aims to mitigate the dual crises of climate change and biodiversity loss. The Green Municipal Fund (GMF) stream offers the opportunity for municipalities to play a role in this critical step forward. GMF provides financial and strategic support to municipalities for sustainable and resilient solutions to local climate needs and biodiversity support.

We are asking Town Council to consider funding 50% of this project (\$25,000 by 2028), so that we may qualify for the minimum grant amount of \$25,000. GMF can grant 50% of a project's total budget, with a minimum total budget requirement of \$50,000. If awarded, the grant would be disbursed in 3-4 allotments over a 3-year period, totalling \$25,000. Per the GMF framework, planting occurs in the first two years (fall 2025 – fall 2027) with the following year (up to fall 2028) dedicated to tree maintenance and survivorship. The application deadline for fall 2025 funding is now Early July, 2025. One essential piece of our application is confirmation of financial support from the Town of Wolfville.

Healthy forest ecosystems can be home to thousands of native organisms, hold spiritual significance within Indigenous cultures and contribute to the well-being of local residents. Native trees and shrubs are habitat for native insects (a single tree can support hundreds of species of caterpillars), thus upholding populations of native birds and mammals, as well as the soil biome. Flowering native trees and shrubs also support native pollinators, thereby facilitating essential plant reproduction, a key feature in holistic forest ecosystem health.

Reservoir Park and some areas along the Millenium Trail have infestations of invasive species, particularly glossy-leaf buckthorn, multiflora rosa and Norway maple, none of which support our local fauna. The prolific spread of these species out-competes many of our native species for space and nutrients. Thus, clearing of these 3 species was a vital first step in the 2024 pilot year, prior to the reforesting efforts.

As just 5% of plants in a habitat support 70 to 75% of the biodiversity, careful species selection is extremely important to achieving our goal of bringing more native species to Reservoir Park. Our planting plan for 2025 has been reviewed by a coach from Tree Canada. Tree and shrub species have been selected with deliberation and attention to the geography and soil conditions of the park. Species are consistent with Wabanaki-Acadian Forest composition (our native mixed forest biome), and are climate adapted to an increasing wind regime. Priority has been given to red oak, red and sugar maples, white pine and yellow birch. Wetter areas were selected for willow, river birch and riparian shrub species. Shrub and ground cover plants were selected such that abundant flowering will be present throughout the season, thereby providing continuous pollinator foraging habitat, while adding visual interest for visitors to the park.

Site analysis (i.e. soil & growing conditions), site preparation techniques and stock selection are among the other factors reviewed by our Tree Canada representative. We intend to acquire the majority of our tree stock from Baldwin's Nursery in Falmouth, a reputable provider of native plant species. Tree survivorship is the focus of the third funded year, and we are confident that we are set up for success.

Financial support from the Town of Wolfville and GMF would allow us the opportunity to greatly increase the reforested area in the coming years. Larger forested patch sizes tend to support a more diverse range of species, as they offer more varied habitat niches. A variety of native bird and insect species occupying the space would no doubt add to the allure of the well-frequented area. The funding would also enable us to plant 225 trees and 122 shrubs from 2025-2027, a significant increase from the 114 total plantings from 2024. A mini excavator at \$120.00/hr would also be possible. It can create approximately 10 planting holes per hour versus the 30-45 minutes it takes to manually dig these holes by volunteers and remove large tree-sized Buckthorn clumps in mere minutes.

Your consideration of our project is much appreciated.

With gratitude,

Jennifer Uhlman and David Steele

Jennifer.Uhlman621@gmail.com

On behalf of Friends of the Wolfville Trails, Blomidon Naturalist's Society

Season-end Report on the Reservoir Park Reforesting Project from “Friends of the Wolfville Trails” BNS Committee

November brought an end for year 2024 to our Invasive Plant Removal and Reforesting Pilot Project in Wolfville’s Reservoir Park.

Measurement Correction

Our original project plan called for 4 areas, each 250 sq. metres and each subdivided into 25 equal blocks of 10 sq. metres in size. Unfortunately, an error was made in a metric conversion so each block was measured out 11 ft square = 11.24 sq metres, or about 12% larger than intended. Our calculated Invasive plant densities were also in error.

Below are the corrected numbers :

Area	Size in Sq Metres	Total Buckthorn Removed	Max. Invasive Density
A	281	2575	75/sq. m
B	286	4117	71/sq. m
C	273.5	2547	37/sq. m

New Project Design

Invasive plant clearing was completed in 3 of the 4 designated areas by mid July when hot weather and loss of personnel to vacationing made us abandon taking on a fourth area this year. Instead, our remaining core group of 3 to 4 workers opted for some smaller objectives. This began with a cursory tour of the two ponds identifying and removing small patches of Multi-flora rosa from about a dozen locations. Two of these sites seemed particularly suitable pockets for reforestation.

The first of these, a shoreline area, is situated at the SE corner of the larger pond where the main park entry trail turns sharply following the shoreline. This area features a small conifer stand and a small stream (drainage channel) frequented by a few frogs and where Rosa was spreading along its banks. All was infiltrated and deeply shaded by some of the largest Buckthorn trees we had yet encountered. After our clearing efforts in this area, now designated David’s Corner (DC), we were delighted to plant a variety of riparian species including Blue flag, Marsh marigold, Wild raisin, Marsh milkweed and Pussy willow. The Conifer stand was reinforced with 2 White pines, 2 Labrador tea, a Paper birch and 6 Wintergreen ground cover. Overall this area was about 12m x 13m in size.

Across the trail from DC, a large Multi-flora rosa infestation was the location of our next work area, designated XDC. A few tree-sized Buckthorns including one very tall and spreading Common Buckthorn and the sprawling Rosa thicket were cleared and this 8 m x 11 m area readied for planting. In the fall, plantings here included 2 Red oaks, 2 White pines, Yellow birch, Striped maple, Ironwood and a host of understory shrubs and ferns. Amongst these, Elderberry, Dogwood, Serviceberry and Beaked hazelnut.

The Oak Grove

Our final project for the season, a grove of 9 Red Oak trees with integrated Butterfly/Pollinator Gardens has been a collaboration with Carolyn Green and the BNS Butterflyway Project. It was born from a series of musings that began with my asking why a patch of turf grass lawn (essentially another Invasive Species) some 6.5 x 26 m existed in the middle of a woodland park ? When I shared this thought with Mark Fredericks of Wolfville's Planning Dept and suggested we might plant 2 or 3 oak trees here, liking the idea he expanded it suggesting adding a Native Species garden. Weeks later when our Oak-tree donor, John Stuart arrived to help plan tree locations he expanded the vision further ... "How about 8 or 9 oaks... make it an Oak Grove". Subsequently, we removed about 1/3 of the turf grass, John delivered and planted the Oaks and our crew working with Carolyn created the Oak Grove Gardens now including about 25 species of native plants with a few more expected next Spring.

The Planting Program

In preparation for planting in the 3 principal cleared areas we removed buckthorn regrowth that had sprung up in the past 4 months. Regrowth was anticipated as our work had both disturbed soil and increased light penetration into the woods, two stimulants to activation of the seed bank in the ground. About 90% of this growth was only 2" to 6" in height and easily hand-pulled from moist or loosened soil. Regrowth numbers were 1200 in Area A, 400 in B and 850 in C.

A small expansion of area A of about 40 sq metres was made in early Aug. This included removal of some large windfall and several large buckthorn mother trees whose branches were arching over and seeding the edge of area A. The frontage of this space lies along the Park parking lot and provided a showy location for a row of Staghorn Sumac and Northern Bayberry shrubs planted in early Sept.

Next, sites were located and staked for our Oak and Maple tree plantings about a month before arrival of the 30 tall saplings(all 6 to 12 ft.). Dodging around these sites, we did some preliminary planting of various shrubs and small trees, including two groupings of 3 White Pines in areas A and B. Areas B and C are separated from the trail by a wide steep-sided ditch. Along its edge we had removed a high concentration of buckthorn clumps, leaving plenty of bare ground, ideal for replanting. New shrubs located along this frontage included Red Osier dogwood, Summersweet, Serviceberry, and Elderberry in B; and in C, where lower and moister soil prevails, Winterberry, White Meadowsweet, Sweet gale, Beaked hazelnut and Blue Vervain. These plantings not only enhanced Biodiversity but aided bank stabilization and added visual appeal to the trailside.

On Oct 14, John Stuart arrived with Sugar Maple and Red Oak trees and a rubber-treaded mini-excavator. At day's end, 15 new trees were in the ground, including 6 Red Maples, arrivals in-waiting from the previous week. On the 15th, John was back with

the rest of his 26 tree donation and completed the planting work. Distribution of all 10 species of our planted trees are shown in the following chart:

Species	Area A	B	C	Oak Grove	DC	XDC	Totals
Sugar maple	3	-	-	-	-	-	3
Silver maple	3	2*	-	-	-	-	5
Red Oak	-	2	4	10**	-	2	18
Red Maple	-	3	3	-	-	-	6
White Pine	3	3	-	-	2	2	10
Yellow Birch	1	1	1	-	-	1	4
Paper Birch	-	-	-	-	1	-	1
Mtn Ash	1	1	-	-	-	-	2
Ironwood	1	1	1	-	-	-	3
Striped Maple	1	1	1	-	-	1	4
Totals	13	14	10	10	3	6	56

* John arrived with 2 extra Silver Maples. These we planted across the trail from Area B in 2 spots where we had first removed some Norway Maples.

Shrubs planted over the 6 areas numbered 58 from 19 different species. Wildflower and ground cover plantings numbered 6 to 9 per Area except in Areas DC and the Oak Grove Gardens where they are predominant; about 45 in area DC and 75 to 100 (about 20 species) in the Oak Grove Gardens when those are completed in the spring of 2025.

Where Thanks are Due

Thanks are due to so many who helped bring this project into being and seeing it through to fruition.

First to the visionary eight, the “Friends of Wolfville Trails” group who first pressed the idea upon the Town Planning Dept.: Carol & Jim Dewar, Janet and Gary Ness, Marlene Snyder, Christina McRae and Jeff Cantwell.

Next, to the Wolfville Planning Dept people; Devin Lake, Lindsay Slade and Mark Fredericks for their continuous support and encouragement.

To the two contributing Botanists; Hughstin, from the NS Invasive Species Council whose trail walk-about confirmed the heavy invasive plant presence in the Park; and to “Sam” from Acadia’s KC Irving Environmental Centre who helped us identify “Friends and Foes” in the woodland plant community.

To the BNS for bringing our Wolfville Trails group and this project in under its wing.

To all our Volunteers, both regular stalwarts and occasionals, who made up our conquering team of environmental warriors and planters. They’re too many to name here, but deserving honourable mention are Carol Dewar, Mack Archibald, Nancy Robertson and Patti Murphy.

To John Stuart for his huge generosity for both donating 26 beautiful specimens from his Grand pre tree farm, and for planting all of these and 6 more of ours.

To Baldwins Nursery and Susan Lawrence for planting suggestions and their many plant donations including Labrador tea, White pine and Beaked hazelnut.

To Carolyn Green, leader of the BNS Butterfly Garden Project, for plant donations and all her support and expertise in helping with the ongoing development of the new Oak Grove Gardens.

To Ken Sponagle, a late arrival to our Team, who has added some skills at Norway maple removal to our toolbox.

To Levy’s Mill for making available all its spillage wood chips (essentially an unlimited supply) for our use as mulch.

To all who generously donated to our plant purchasing fund.

To the BNS’s Alan Warner and Carol Dewar for their assistance with online and Grapevine project promotion.

Report made by : David B Steele
dsteele0741@gmail.com

Dec.1, 2024

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REQUEST FOR DECISION 023-2025

Title: Off leash approach for Reservoir Park
Date: 2025-06-03
Prepared by: Barb Shaw, Manager of Communication & Strategic Initiatives
Contributors: Kaden Thibault, Community Compliance Coordinator
Maren Schmidt, Community Compliance Officer



SUMMARY

Over recent years, the Town of Wolfville has seen a rise in complaints about off-leash dogs in Reservoir Park. While the Dog Control Bylaw permits dogs off-leash if they remain under voice control—a term clearly defined to mean the dog must respond reliably to verbal or sign commands—several concerning incidents have drawn attention to shortcomings in this approach. In the summer of 2024, an emergency room physician reported treating three dog bite cases from the park, prompting Town staff to assess the situation more closely. Observations, consultation, and community engagement were launched to assess the issue in the context of this popular and diverse public space.

Between April 25 and May 23, 2025, the Town gathered over 250 responses from community members through various engagement channels. The feedback revealed that while dogs displaying aggressive behavior were not the norm, many negative interactions stemmed from dogs that were not under voice control. Issues like dogs jumping on people, chasing joggers, swimming near others, or knocking down individuals with mobility challenges contributed to a sense of unpredictability and, in some cases, injury. Equally troubling were the reactions from some dog owners, whose lack of empathy or lack understanding of their responsibilities while their dog was off-leash, often exacerbated tensions. Families reported that repeated encounters were causing children to fear dogs, undermining the park's welcoming atmosphere.

In response, staff have proposed a set of balanced measures prioritizing both safety and shared use of Reservoir Park. In summary, those measures would include:

- Beginning August 1, 2025, dogs will only be allowed off-leash between 7 p.m. and 10 a.m. Leashes will be mandatory during the rest of the day.
- Enhanced signage, a public education campaign, and increased patrols will help reinforce expectations and improve reporting of incidents.

This one-year pilot will be monitored, with another round of engagement scheduled for May 2026 to assess its effectiveness. The Town emphasizes a community-led approach, aiming to maintain Reservoir Park as an inclusive and enjoyable space for everyone.

On June 3, 2025, at Committee of the Whole it was regularly moved and seconded that committee of the whole forward the following motion to council for decision:

REQUEST FOR DECISION 023-2025

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Prepared by: Barb Shaw, Manager of Communication & Strategic Initiatives
Contributors: Kaden Thibault, Community Compliance Coordinator
Maren Schmidt, Community Compliance Officer



THAT COUNCIL SUPPORT A TIME OF USE RESTRICTION AS A PILOT PROJECT, AS PERMITTED BY THE DOG CONTROL BYLAW, THAT WOULD REQUIRE ALL DOGS IN RESERVOIR PARK TO REMAIN ON LEASH BETWEEN 10AM AND 7PM DAILY, WHERE WE WILL RE-EVALUATE BY JANUARY 2026, WHERE THAT PERIOD WOULD BE USED TO GAIN FEEDBACK ON SEASONAL APPROACH OR ANY OTHER TOPICS THAT MAY ARISE.

CARRIED UNANIMOUSLY

DRAFT MOTION:

THAT COUNCIL SUPPORT A TIME OF USE RESTRICTION AS A PILOT PROJECT, AS PERMITTED BY THE DOG CONTROL BYLAW, THAT WOULD REQUIRE ALL DOGS IN RESERVOIR PARK TO REMAIN ON LEASH BETWEEN 10AM AND 7PM DAILY, WHERE WE WILL RE-EVALUATE BY JANUARY 2026, WHERE THAT PERIOD WOULD BE USED TO GAIN FEEDBACK ON SEASONAL APPROACH OR ANY OTHER TOPICS THAT MAY ARISE.

REQUEST FOR DECISION 023-2025

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Maren Schmidt, Community Compliance Officer



1) CAO COMMENTS

The residents of Wolfville take pride in the Town's parks, trails and green spaces, using them extensively for many things individually or with their friends and families. Many residents also have a deep love and affection for dogs, which we see in everyday activity throughout Town. Part of the Town's role in providing safe public spaces is to reduce the prevalence of conflicting or potentially dangerous interactions.

When approaching this work, staff have tried to find a reasonable option so that all people and pets feel welcome and safe in Reservoir Park. While there will be some park users who feel they are experiencing a loss of access, staff hope that the increase in safety will benefit everyone.

The CAO supports the recommendation of staff.

2) LEGISLATIVE AUTHORITY

[Dog Control Bylaw, Chapter 16](#)

3) STAFF RECOMMENDATION

That Council adopt the updated motion.

4) REFERENCES AND ATTACHMENTS

Appendix A – What We Heard

[Appendix B – Pilot evaluation criteria](#)

5) DISCUSSION

Over the past years, the Town has noted an increase in concerns and complaints raised about off leash dogs in Reservoir Park. Off leash dogs are currently permitted in the park but as noted in our Dog Control By-Law, only if the dog remains under voice control of their owner.

“Voice control” is defined in Wolfville's Dog Control Bylaw, and means the dog's behaviour is under verbal or sign command at all times, regardless of distractions.

In the summer of 2024, an emergency room physician at Valley Regional contacted staff to share a concern about off leash dogs in Reservoir Park. The physician provided care, on three different occasions, after humans were bitten by off leash dogs in the park. The CAO was notified and staff started considering what steps could be taken to make safety a top priority in the park.

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Staff started observing activity in the park, consulted with the SPCA and started reviewing best practices for dog parks. Councillors also began to express concern for what they were observing and anecdotal reports they were receiving about negative interactions in the park. From April 25 – May 23, an engagement cycle ran where people were invited to share their experiences and suggest ideas to improve safety in what has come to be regarded as Wolfville’s most loved Park.

The engagement cycle was advertised on the Town’s website, on social media, on signage in the park, it was discussed at Council meetings and word of mouth also helped generate over 250 responses through Wolfville Blooms and through emails and phone interviews. Park users shared their stories with honesty and empathy. Their suggestions were thoughtful and well considered. What we heard from this engagement is included in Appendix A.

From this engagement cycle, and additional staff work, we are now better equipped to offer a summary of the current concerns in the park as well as some suggestions for increasing feelings of both safety and inclusion.

Based on feedback at Committee of the Whole, staff will return with the pilot evaluation report for the January 13, 2026 Committee of the Whole. The provisions of the pilot will remain in place until Council directs further.

Engagement findings

Reservoir Park is well used by people of all ages and abilities to roll, stroll, run, swim, mountain bike, play games, sunbathe, fish, adventure, learn, picnic, meditate, nap and this all happens while dogs are permitted to be off leash, albeit with the requirement of remaining under voice control of their owners.

Engagement results suggest that while there have been some situations where dogs have been aggressive, most negative interactions between people and dogs, or between dogs and dogs, have happened when dogs were acting dog-like, but in no way, under voice control of their owners.

Things like dogs running up to people, jumping on people or other dogs, wet dogs shaking off water on people, dogs chasing people, dogs swimming close to swimmers, and lots of dogs running around the park, far away from owners, have caused concern. None of these occurrences mean a dog is aggressive or dangerous but it strongly suggests the dog is not under voice control of the owner.

When these situations occurred, there was often a reported response that did not show empathy from dog owners but rather a “too bad, it’s a dog park,” attitude. This did not help resolve feelings of upset or the perception of danger between park users when something unwanted and unexpected occurred.

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More concerning situations were reported by folks who run or jog in the park. These were the people who reported injury, including bites, from off leash dogs. This is likely a prey drive response and again, an indication that dogs are not under voice control of their owners. Injuries were also reported by folks who had mobility issues after they were knocked down by exuberant dogs in the park.

Numerous stories were also shared about young children from families that love dogs but after repeated, negative experiences with off leash dogs in the park, the young children were starting to act fearful of dogs. There were also stories shared that suggest off leash dogs were jumping up on strollers.

What Can Be Done to Make Reservoir Park Safer and More Accessible for All Users?

Engagement feedback indicates that folks are looking for enforcement in the park, but in the opinion of staff, enforcement should be a last resort, and only when efforts by all participants have been unsuccessful. Enforcement, for the most part, is reactive so staff are seeking a more proactive approach.

Staff understand that education is an important starting point ensuring that those who let their dogs off leash understand the shared expectation that the dog will remain under voice control. This means no jumping on people, chasing and biting joggers or stealing food from picnickers. If a dog cannot remain under voice control, then a leash must be used.

In addition, engagement feedback suggests time of day usage may be a way to work through this concern. Based on reported use of the park, staff suggest limiting the hours that dogs are permitted to being off-leash in Reservoir Park. It is recommended that dogs be permitted off-leash, and by extension under voice control, after 7pm and before 10am each day. During that time, all park users will need to acknowledge that there may be an increased risk for unwanted interaction. Between 10am and 7pm daily, all dogs in Reservoir Park would be required to be leashed.

Staff will also work to improve signage in the park to communicate expectations around behaviour and understanding of the privilege and limitation of dogs being off-leash, launch a public information campaign and help everyone understand what to do if there is a negative interaction – like exchanging contact information and reporting incidents. Staff will also increase patrols of the park for the purposes of public education and enforcement.

Staff propose this change take effect on August 1, 2025, and remain in place for one year, to allow for monitoring in all seasons with a new engagement cycle to occur in May of 2026.

Staff appreciate the understanding shared by those who participated in the engagement cycle, sharing their experiences and based on this willingness to work together as a community, there should be a way forward so that no person, or dog, has to feel unwelcome or unsafe in Reservoir Park.

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6) FINANCIAL IMPLICATIONS

Signage will need to be updated in the park on a temporary and then permanent basis. The increase in park patrols may also require additional staff hours.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

- Social Equity
- Community Wellness

8) COMMUNICATION REQUIREMENTS

Once Council passes the motion, staff will install signs in Reservoir Park to advise park patrons of the changes to the off-leash privilege; that all dogs must remain on leash between the hours of 10am and 7pm.

This is done in accordance with Section 4 of the Wolfville Dog Control Bylaw, which allows for the installation of signage at a Designated Off-Leash Area that clearly displays any limitations or restrictions that may be in force at that particular Designated Off-Leash Area.

The signage will also direct park patrons to Wolfville Blooms for further participation in the on-going evaluation of the pilot and community engagement.

An information release will be published to Wolfville.ca and this will be shared through social media.

9) ALTERNATIVES

Council may approve the draft motion or not.

REQUEST FOR DECISION 023-2025

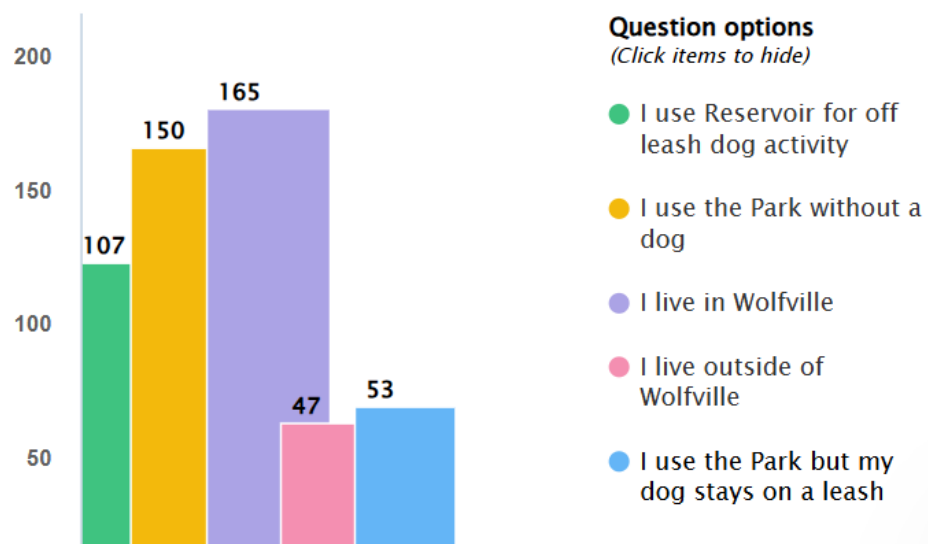
Title: Off leash approach for Reservoir Park
Date: 2025-06-03
Prepared by: Barb Shaw, Manager of Communication & Strategic Initiatives
Contributors: Kaden Thibault, Community Compliance Coordinator
Maren Schmidt, Community Compliance Officer



Appendix A – What we heard

From April 25 – May 23, the community was asked to participate in a virtual engagement cycle on Wolfville Blooms. Over 550 people reviewed the project on Wolfville Blooms and over 250 shared insights and ideas. The following information has been pulled from Blooms for your awareness.

Please check all that apply

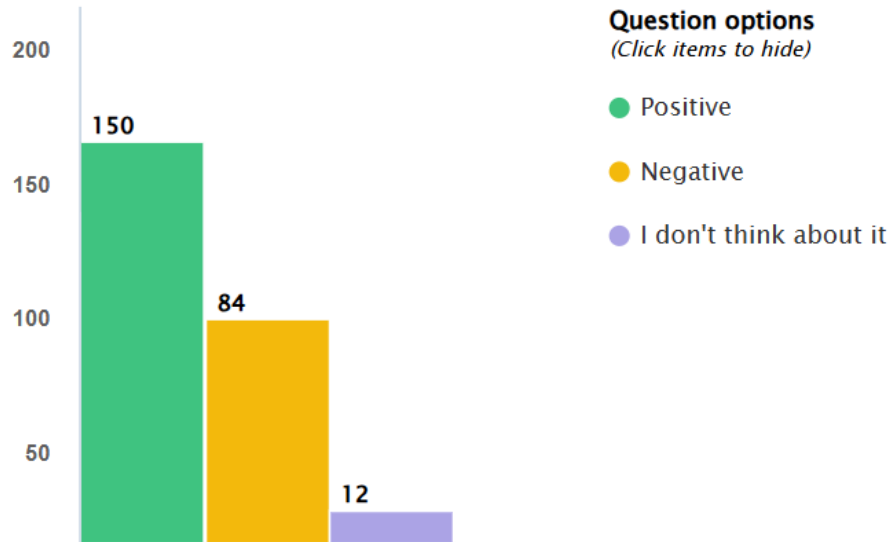


REQUEST FOR DECISION 023-2025

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Are your interactions with off leash dogs in Reservoir Park usually



While 150 respondents indicated their experiences were usually positive, more than half of that number suggested a negative experience. When combined with descriptions of what made the interaction negative, staff were clear that action was required in the park to create a more inclusive and enjoyable space for everyone.

The following are excerpts taken from some of the submissions made on the Wolfville Blooms engagement site. This represents a cross section of the diverse experiences shared by park users:

“Myself and my partner were going for a run at Reservoir Park in the afternoon, and a man was there with his large dog (off-leash). We ran past the man and his dog, and the dog proceeded to run after us, jumping up on me from behind, and biting my upper leg. The dog drew blood, and I had to spend the rest of my day in the ER waiting for treatment. I still have a big scar on my leg over a year later. The man made no verbal or physical attempts to control his dog. When I confronted him and asked him to put the dog on a leash, he said “it’s an off-leash park. My dog must not like runners” and then walked away.”

“I use the park for running, walking and biking and have never had a problem with dogs.”

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“While my daughter was walking with her preschool class, a dog came up to her and jumped on top of her, pinning her down. This experience was extremely distressing for her. She has panicked every time we've seen a dog, big or small, since.”

“My child attends preschool that often uses this public space. Often they travel there daily in appropriate weather. It is a crucial part of their program and development as young children. My child has become nervous of dogs due to the experiences he has had there. Owners will use the excuse of “oh, well they are friendly” when a dog comes running full force off leash towards the children. I have been a parent that has travelled with these children on several occasions to the reservoir and each time, without fail, we have a poor dog experience and have to interfere and get between the dog and the children before the owner is able to or before the owner takes notice.”

“If park users are bothered by off-leash dogs, then they should walk elsewhere. Dogs need a place where they can run free.”

“My baby has had some close encounters with off leash dogs, and them getting into her face while she’s sitting there.”

“It is just one place of many in Wolfville where people can walk so it is not as if humans do not have options. Personally, I much enjoy meeting dogs on my walks.”

“I have had several interactions where people without dogs have screamed at us to leash our dog when the dog has done nothing. The dog was walking and ignoring them. They have indicated they are terrified of dogs. I asked them if they were aware that was not only a dog park but off leash park and the only one around. If they were fearful of dogs, then maybe this wasn’t the best choice.”

“I have been repeatedly jumped on/approached by off leash dogs. I am a senior and struggle with balance and do not feel safe when they come towards me. One time I was jumped on by a dog and when the owner noticed that I did not like it, she defended herself by saying that it was a dog park and therefore I should tolerate her dog.”

“Make it clear to park users that it is an off leash dog space and that there will in fact be dogs around and to be prepared for that.”

“They'll say that the dog is friendly, but I don't care about that, and why should I believe them anyway? I don't want any dog, friendly or not, running at me or jumping on me. I've been scratched a couple of times by a jumping dog.”

“I've seen dogs completely out of sight of their owners. People just do not obey the rules, and there's no one there to enforce them.”

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"I take my children to the Reservoir Park on a regular basis and on multiple occasions have had dogs jump on myself and children leaving us dirty and sometimes scratched, if we are having a picnic we have had dog come and steal our food with the owner too far and the dog not responding to their calls."

"My dog has been attacked at least five times at the park by off leash dogs. Luckily she is small and is easy for me to pick up. The dogs owners are often far behind their dogs and the dogs jump on me in attempts to get at my dog. I have seen dogs attack other wildlife in the park such as raccoons. I have seen dogs go into the water chasing children some who have been terrified of dogs."

"Many dogs who are off leash poop and the owner does not see it or pick it up because they are so far from their dogs. I have seen dogs attack other dogs who are off leash. If I had to guess 95% of the dogs off leash do not listen to their owners and are not able to be recalled."

"Their dog started jumping up on my four (young) son and started pawing at our dog. Their owner, watched from a distance didn't call their dog. I asked them to look after their dog, they became immediately aggressive towards me."

"Off leash dogs often sprint towards me while I go for a daily jog. Rarely do they respond to voice commands from the owner."

"Often the dogs are kind. Sometimes the dogs bark at me. Some dogs bite me as if to play, but then draw blood and keep biting. My running partner sometimes is scared when this happens and screams. I do not have dates for this, because it has been so frequent I am normalized to it."

"It became clear to me that people are NOT in control of their dogs in that park and I don't feel it is safe to walk my dogs there anymore - on leash or off. I have asked around neighbours who have dogs and they also feel it is not a safe environment for dogs and no longer take their dogs there."

"I am an avid swimmer at the reservoir throughout the summer months. I can not lay out on the grass relaxing pre or post my swim due to dogs sniffing at me or jumping over me or urinating close to me. I have never seen a dog that is completely under voice control at the reservoir, by the time the owner calls the dog multiple times the dog has come to sniff me and chased around me before going to the owner. I now lay on top of the picnic bench so as not to be scared of the dogs coming at me. Or i just swim only in and out no relaxing if i see a couple of dogs."

"Almost every time I am in the park, one or more dogs comes up to me and my (young) children. Dogs frequently jump on me or my children. My youngest is now terrified of dogs because of this. In addition and especially in winter, there are almost always dog feces directly on the trails."

"I have a negative experience with an off leash dog pretty much every time I use the Reservoir trails. I am a runner and am consistently chased, jumped on, and less frequently, bitten. This has been ongoing

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for years, when my kiddos were little and we frequent the swimming areas they have been knocked over, had food taken, and a friend's bag was peed on. The constant refrain is he/she is friendly."

These are excerpts from the possible solutions submitted by park users on Wolfville Blooms:

"Keep it as an on-leash park or create specific hours for off and on leash."

"Perhaps designated hours for off leash dog walkers. If dog owners want use the park outside of those hours, they could leash the dog (s)."

"I would be fine with designated hours for off leash walking and also the requirement to leash your Dog when passing small children, bikes, and runners - which I do out of respect."

"Have off leash hours only, the rest of the time have to be on leash. Have town of wolfville take regular visits down to monitor off leash dogs and if the owners are keeping them under control. "

"Have "Off Leash Zones" within the park."

"There are lots of other places for people to go if they don't want to encounter off leash dogs. There is only one Park in Wolfville that allows people to walk their dogs off leash. It is a great, unique benefit of the town. In fact, for me it is the only reason to live here."

"I think dogs should be leashed around the swimming area especially in the summer."

"The rules of the park aren't the issue, it appears we have a bad actor or a few who assume that off leash means they aren't responsible for their dog. Making that abundantly clear might help. Leash dogs. You cannot enforce good training, and even good training can fail."

"The only safe solution is for dogs to be on leash, sadly."

"Would be nice if the park was fully fenced in so dogs cannot run off, especially with part of the trail being so close to the highway."

"May be helpful if there was an off leash area and a on leash area (fenced for separation)."

"All dogs deserve to be treated with respect especially from other dogs, having this not be a regular occurrence can create fear and other issues with dog / dog interactions. It would be smart to encourage all owners to be respectful and responsible by having this a leashed area. This will also allow others to enjoy the space as well. You never know whose dogs are good with people, kids, babies, small dogs, big dogs etc."

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"If full off leash privileges cannot be maintained it might be workable to designate times of day when dogs could run free under the supervision of owners."

"Cut out the risk, leash your dog."

"No dogs in the swimming areas."

"PLEASE leave it alone. It's a wonderful spot. For the people too! Treat the few episodes. Don't ruin it for everyone else."

"Dogs should not be allowed to swim in the same area where children are swimming and should be required to be leashed at the beach area."

"Additional signage for dog owners reminding them of their responsibilities might help. Please prioritize THIS space as an off-leash dog area."

"Another idea could be simply a sign that shows "here's what appropriate versus inappropriate off leash behaviour looks like" then examples: your dog doesn't jump up on people. Your dog doesn't behave aggressively and nip other dogs" etc"

"Please dont consider putting restrictions on those of us who manage our dogs appropriately. Please don't make changes without looking at the broader picture of a pleasant park experience for all citizens."

"Not allow bikes in the off leash section. We have very very very limited space for our dogs to run freely where as cyclists (myself included) have multiple options!!!"

"I would like to see a fenced area designated for dogs to play and run off leash inside this park. We have a greyhound, and they can't be off leash unless within a fenced, secure area. It should be divided into sections. One for big dogs, one for small dogs. This could also serve all dogs as an area to tire them out before transitioning to off leash within the park. Better behaved dogs are usually tired."

"Build/develop dog owners their own park."

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APPENDIX B – Pilot Evaluation

From the day the signs are installed, notice will be given that dogs will be required to remain on-leash in Reservoir Park between the hours of 10am and 7pm. This is permitted as a change to Wolfville's Dog Bylaw, in accordance with Section 4.

Once this change is in place, a multi-channel communications campaign will be launched online and through signage that will communicate the following messages:

1. Wolfville's Dog Control Bylaw permits dogs to be off leash but only if the dog remains under the voice control of the owner.
2. If the dog is not under voice control, the dog needs to remain on a leash.
3. How to respond if something unanticipated occurs between a person's dog and another park patron.
4. How to report an incident in the park.
5. That Reservoir Park is a mixed-use community park, and not just a dog park.

With these messages being communicated, and before January 2026, staff will start to assess and evaluate if the time of day restriction of the off leash privilege has done the following:

1. Improved awareness of Wolfville's Dog Control By-law.
2. Improved dog owner awareness and compliance with requirements of off leash privilege.
3. A reduction in the negative interactions between dogs and persons, as reported by park users.
4. Improved feeling of safety and belonging in the park.
5. Better awareness that Reservoir Park is an inclusive and enjoyable space for everyone.

The off leash dogs at Reservoir Park project area on Wolfville Blooms will be updated with new survey and feedback areas for park users to provide thoughts and observations. The link is:

<https://wolfvilleblooms.ca/off-leash-dogs-at-reservoir-park>

Staff will also increase patrols in Reservoir Park to observe, and to enforce the Wolfville Dog Control Bylaw as necessary.

REQUEST FOR DECISION 025-2025

Title: Computer Network Architecture Design and Installation
Date: COW Meeting 2025-06-03
Prepared by: David Hopkins, Manager of Information Technology
Contributors:



SUMMARY

The current IT infrastructure requires to be upgraded from a flat network architecture to a more secure segmented network approach, to improve Town network security.

This work includes various security zones to be configured with associated VLANs (Virtual Local Area Network) and new Aruba switches to be installed, as well as firewall changes. This work is necessary to create barriers between security zones. This is referred to as “Hardening” our networking environment and will make it more difficult for bad actors to infiltrate and traverse our environment.

DRAFT MOTION:

That Council approves \$10,657.50 plus tax (\$12,149.55) to complete the work for Computer Network Architecture Design and Installation.

REQUEST FOR DECISION 025-2025

Title: Computer Network Architecture Design and Installation
Date: COW Meeting 2025-06-03
Prepared by: David Hopkins, Manager of Information Technology
Contributors:



1) CAO COMMENTS

The CAO supports the recommendation of staff.

2) LEGISLATIVE AUTHORITY

- Municipal Government Act (MGA) Section 65

3) STAFF RECOMMENDATION

Staff recommends that IMP Solutions be engaged to complete the task laid out in the “Wolfville - SOW - May 2025” (attached).

4) REFERENCES AND ATTACHMENTS

- Wolfville - SOW - May 2025

5) DISCUSSION

Currently the Town’s network is in a flat configuration where all devices such as iPhones, computers, backup equipment, host and production servers, printers are attached to one wide open location. This presents a potential vulnerability if a bad actor (hacker) were to infiltrate our environment, they would have access to the entire network and all devices attached to it.

The Aruba network switches which were purchased at the end of last fiscal year, are devices that manage network traffic. These devices will be used differently than originally envisioned, following consultation with other municipal units’ IT departments. The recommendation is that these existing switches be configured as presented in the attached statement of work. This will bolster our overall security by creating virtual walls between devices resulting in a more secure infrastructure and making it harder to infiltrate.

Devices included are:

- Backups
- Computer Devices
- Guest networks
- Wi-Fi networks
- Host Server Computers
- Production Servers
- Network Administration Management network

This upgrade comes at a cost of \$12,149.55, taxes included. As this is beyond the threshold of the CAO’s approval, a decision of council is required.

REQUEST FOR DECISION 025-2025

Title: Computer Network Architecture Design and Installation
Date: COW Meeting 2025-06-03
Prepared by: David Hopkins, Manager of Information Technology
Contributors:



6) FINANCIAL IMPLICATIONS

The cost of this project to come from the 2025/26 Capital budget is \$10,657.50 pre-tax, (\$12,149.55).

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

No apparent links to Strategic Plan.

8) COMMUNICATION REQUIREMENTS

N/A

9) ALTERNATIVES

Council may approve the draft motion or not.



Statement of Work for

**NETWORK ARCHITECTURE DESIGN AND
INSTALLATION**

Town of Wolfville

May 9, 2025



Submitted by:

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Halifax, NS
B3L 3G5

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Overview

This PROJECT STATEMENT OF WORK is made and entered into this 9th day of May, 2025 (the “**Effective Date**”)

BETWEEN:

IMP Solutions, a division of I.M.P. Group Limited (the “Supplier” or “IMP Solutions”)

AND:

Town of Wolfville (the “Client” or “Wolfville”)

Introduction

The Town of Wolfville has engaged IMP Solutions for an Network Architecture Design and Installation project. IMP Solutions Professional Services (PS) resource will gather requirements and perform the Network Design and Aruba Switch installation in accordance with the Town of Wolfville change control methodology.

The current flat network architecture will be replaced with a more secure segmented network approach. Various security zones will be configured with associated VLANs. New Aruba switches will be installed, and Firewall changes will be necessary to allow required traffic between security zones.

The Town of Wolfville network spans three locations. Town Hall, Public works, and the Fire department. New switches have been purchased to replace devices at the Town Hall (which also services the Fire Department) and the Public Works facility. An additional unmanaged switch is located at the public works facility and will service only user workstations.

Project Summary

Based on IMP Solutions understanding of the Town of Wolfville infrastructure, the following is a project summary of tasks. IMP Solutions will complete the following tasks during this project engagement:

- Review Current Network and documentation
- Determine the Network Future state and identify key requirements
- Planning and Design of new infrastructure (VLANs, Workflows, Wired, Wireless, etc.)
- Firewall Configuration (Including NGFW features)
- Aruba Switch Configuration
- Remote Device Install and Migration
- Post Cutover Support
- Documentation and Knowledge transfer

Project Scope/Tasks

IMP Solutions will work with Wolfville and other related vendors to ensure the following project tasks and deliverables are met. The project is estimated at **7 days** (see high-level breakdown below).

- Project Planning and Design
- WatchGuard Firewall Review and Configuration
- Switch review and configuration
- Wireless Access Point Review and Configuration
- Hardware Deployment and Testing
- Project documentation
- Project knowledge transfer

TASK	ESTIMATED EFFORT (DAYS)
Planning/Design	1
Watchguard and Switch and Wi-Fi configuration	2.5
Hardware Deployment	1
Testing and Troubleshooting	1
Documentation, Knowledge transfer, Support	1.5

Project Deliverables

- Completion of the above stated tasks
- Documentation

Project Timing

The project will be scheduled during an acceptable and mutually agreed upon time between both parties. The project is estimated at **7 days**.

Project Assumptions

1. Existing network documentation including diagrams are available for review.
2. Wolfville will assign a project resource as the main point of contact for this project.
3. Work may be performed remotely as agreed upon by both parties.
4. The IMP Solutions consultant will receive administrative access to the Client environment.
5. Work, where possible, will be scheduled during normal working hours of 8:30AM - 5:00PM. Where necessary work may be performed out of normal work hours to avoid outages, the schedule of work will be mutually agreed between the Client and IMP Solutions.
6. All communication regarding changes will be supplied by IMP Solutions to a designated Client employee who will be responsible for distributing the communication to employees. All changes will follow client's change management process.
7. IMP Solutions does not guarantee compliance with any regulatory / industry documentary requirements, unless specifically mentioned.
8. This statement of work will expire 30 days from the date listed on the cover of this document unless executed.
9. IMP Solutions is not responsible for any delays caused or incurred by other parties. Such delays may increase the time and cost of the project.

Client Responsibilities

1. Client is responsible for promptly notifying IMP Solutions of any issues likely to impact this SOW.
2. Client is responsible for maintaining appropriate backups of all data and programs on affected systems prior to and during IMP solutions performing the service.
3. Client is responsible for providing suitable resources, working space, personnel, documentation and systems.
4. Prior to the start of this SOW, Client will identify a representative to be the Client point of contact, to ensure all tasks can be completed within the specified time period. All communications related to this project will be addresses to this point of contact.
5. Client will provide technical points-of-contact with specific skills and knowledge for each component that is within the scope of this project.
6. Client is responsible for providing Client owned or licensed copies of any Client or third-party software that IMP Solutions installs on the Client's behalf.
7. Client is responsible for any technology related support calls/ticket submission and support agreements including any incurred costs thereof.
8. Client is responsible for providing IMP Solutions with the required access to ensure project is progressing at the desired pace. If such access requires authorization and provisioning, Client shall inform IMP Solutions in advance.
9. Client is responsible for site preparation, including space, cabling and electrical requirements.

Pricing

IMP Solutions proposes to complete the activities described in this Statement of Work on a Time and Materials basis as per the pricing provided in the following table:

CONSULTANT	ROLE	PER DIEM	TOTAL ESTIMATED EFFORT (DAYS)	TOTAL ESTIMATED COST
Dan Parr	Sr. Network Engineer	\$1522.50	7	\$10,657.50
Totals				\$10,657.50

The pricing information presented in the table is based on the following assumptions:

- Client agrees that totals above are based on IMP Solutions commercially reasonable efforts to estimate the effort required.
- IMP Solutions will advise the Client with as much notice as possible where work cannot be completed within the Estimated Effort. Formal Change Request documentation will be raised if the work required will exceed the Estimated Effort and must be approved by the Client before additional effort is expended.

- Currency is CDN
- The daily rate is based on a 7.5hr day
- Work will be performed on a Time and Materials basis
- The total cost does not include taxes applicable to the Client
- IMP Solutions will invoice Client on a monthly basis for actual time incurred
- IMP Solutions and the Client acknowledge completion of this project will require full and mutual good faith cooperation. Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this SOW, such action will not be unreasonably delayed or withheld. The Client agrees that to the extent its failure to meet its responsibilities results in a failure or delay by IMP Solutions in performing its obligations under this SOW, IMP Solutions will not be liable for such failure or delay.

Statement of Work Approvals

I.M.P. Solutions

Town of Wolfville

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

REQUEST FOR DECISION 026-2025

Title: Governance & Funding for Valley Waste & Kings Transit
Date: 2025-06-13
Prepared by: Glenn Horne, CAO
Contributors: Interim IMSA Officials



SUMMARY

Governance & Funding for Valley Waste & Kings Transit

This Request for Decision seeks endorsement from partnering municipalities, including the Town of Wolfville, for the creation of a new Intermunicipal Services Agreement (IMSA) to govern Valley Waste-Resource Management (VWRM) and Kings Transit Authority (KTA) under a unified entity – Valley Regional Services.

The current interim IMSA expires on June 30, 2025. The proposed agreement reflects the outcomes of multi-year research and CAO-level consultation and would formalize governance, cost-sharing, and operational frameworks for solid waste and public transit service delivery in the region.

A Special Joint Council meeting has been scheduled for Monday, June 23 at 7pm, where each Council will be asked to consider, and if deemed appropriate, approve the motions below.

DRAFT MOTIONS:

That Council approve the Valley Regional Services Agreement as tabled at the June 11, 2025, Interim IMSA Board meeting.

That Council approve the amended and restated Valley Waste Resource Management Agreement as tabled at the June 11, 2025, Interim IMSA Board meeting.

That Council approve of the amended and restated Kings Transit Authority Agreement as tabled at the June 11, 2025, Interim IMSA Board meeting.

REQUEST FOR DECISION 026-2025

Title: Governance & Funding for Valley Waste & Kings Transit
Date: 2025-06-13
Prepared by: Glenn Horne, CAO
Contributors: Interim IMSA Officials



1) CAO COMMENTS

The CAO supports the recommendations of the Interim IMSA Board.

2) LEGISLATIVE AUTHORITY

Section 60 of the Municipal Government Act (MGA) allows municipalities to enter into agreements for joint service delivery. Legal counsel has reviewed the agreement to ensure compliance with relevant statutes and regulations.

3) STAFF RECOMMENDATION

That Council approve the draft motion and authorize the Mayor and CAO to execute the agreements on behalf of the Town of Wolfville.

4) REFERENCES AND ATTACHMENTS

- Interim IMSA Board of Directors Request for Decision & Presentation, June 11, 2025.

5) DISCUSSION

The proposed agreements represent a significant step forward in regional collaboration. After much deliberation, expert assessment and negotiation, it has been recommended to the Interim IMSA Board that:

- **Valley Waste Resource Management:** Annapolis County rejoin the ownership group that currently consists of the Kings County and the Towns of Annapolis Royal, Berwick, Kentville, Middleton and Wolfville, and that net-costs be allocated using the existing blended formula of:
 - 50% proportionate shares of uniform assessment, and
 - 50% proportionate share of population.
- **Kings Transit Authority:** Annapolis County, Digby District, and Middleton join the ownership group that currently consists of Kings County and the Towns of Berwick, Kentville and Wolfville, and that net-costs be allocated using the existing blended formula of:
 - 1/3 based on municipality's proportionate share of taxable assessment within a 2 km transit corridor;
 - 1/3 based on a municipality's proportionate share of dwelling units (proxy for population served) within a 2 km transit corridor, and

REQUEST FOR DECISION 026-2025

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- 1/3 based on the percentage of service time within each municipality.
- **Valley Regional Services:** VWRM and KTA delegate governance to the new Valley Regional Services IMSA, represented by the Mayors / Wardens of each municipal owner.
- **Valley Regional Services Board Decisions:** Only VWRM owners may vote on VWRM matters; only KTA owners may vote on KTA matters. Decisions are made by simple majority, except for budgets and borrowing (special resolutions), which must include consent of the Kings County board member.
- **Administration:** The Valley Regional Services Board hire an Executive Director to oversee the operations of both VWRM and KTA and exercise the authority of a CAO. The General Manager of either VWRM or KTA may be appointed to this role.
- **Transition:** For fiscal year 2025/2026, owners transition in the recommended funding formula by ½ of the estimated impact of cost savings and costs increases.

Annapolis Royal has indicated that the Town will not be participating as an owner of KTA; Annapolis County has indicated that it will continue to be responsible for the net operating costs for the Town and determine an appropriate means of reimbursement.

The Town of Digby confirmed on June 4, 2025, that it will not be participating as an owner of KTA; the intention is for the transit service within the Town to end at an appropriate location in consultation with the District of Digby.

Wolfville's representation on the Valley Regional Services Board is substantially the same as it was on the Interim IMSA Board. Special resolutions require majority support including the Kings County representative, balancing proportional influence with equitable safeguards.

6) FINANCIAL IMPLICATIONS

The table below outlines the Town of Wolfville's projected contributions to Valley Waste and Kings Transit from 2024/25 to 2029/30, based on the new IMSA funding model and transition plan. Please note that the figures below vary from previously approved KTA projections due to the transition from the current funding formula to the new one. They will again be adjusted due to the recent withdrawal of the Town of Digby. However, they provide a reasonable order of magnitude cost for the Town.

The electric bus infrastructure project makes up the majority of both the 2025/2026 capital budget and the projected 2026/2027 forecasted capital expenditures, as Kings Transit is projecting to invest \$12,530,000 in electric buses and related infrastructure over the three

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budget years (2024/25 to 2026/27), with planned deployment in Kings County. However, KTA staff have recently indicated to the IMSA Board that this project will be slowed to investigate all possible technology options to ensure a viable service into the future.

Cost Category	2024/25	2025/26	2026/27	2027/28	2028/29	2028/29
VWRM	\$675,804	\$669,835	\$542,253	\$557,748	\$558,874	\$577,672
KTA Operating	\$259,365	\$301,268	\$302,912	\$318,825	\$321,940	\$340,900
KTA Capital	\$12,000	\$8840	\$18,996	\$18,996	\$18,996	\$18,996
KTA TOTAL	\$271,365	\$310,108	\$321,908	\$337,821	\$340,936	\$359,896

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

- Social Equity: Ensures regional service access and governance fairness across municipalities.
- Community Wellness: Supports public transportation and environmental stewardship through modernized solid waste management.

8) COMMUNICATION REQUIREMENTS

Advise the partnering municipalities, VWRM and KTA of Council's decision; participate in any mutually agreed public release.

9) ALTERNATIVES

Council may approve the draft motion or not.

Request for Decision

Report to: Interim IMSA Board of Directors

Meeting Date: June 11, 2025

Subject: Governance & Funding for Valley Waste & Kings Transit

Prepared by: Dan McDougall

Reviewed by: Dwight Whynot, Andrew Garrett, Dan L'Abbe, CAO Committee

Current Situation:

In 2022 an interim Intermunicipal service agreement (IMSA) with a two-year term was entered into by the following municipalities:

- County of Kings
- Town of Wolfville
- Town of Kentville
- Town of Berwick
- County of Annapolis
- Town of Middleton
- Town of Annapolis Royal

The District of Digby was a funding partner for IMSA pilot objectives. In the summer of 2024, the municipalities extended the agreement by one year to June 30, 2025, and the District of Digby joined as a party to the agreement.

Both the Kings Transit Authority (KTA), and Valley Region Solid Waste-Resource Management Authority (Valley Waste) are parties to the interim IMSA. The pre-existing corporate structures for KTA and Valley Waste remain in place but have delegated their authorities to the interim IMSA Board.

The interim IMSA Board is responsible for governance and decision-making related to Interim IMSA objectives; and matters specific to KTA and Valley Waste. Interim IMSA objectives related to:

- Valley Waste: Determine if economies of scale exist, benefits of collective approach for parties including benefits of Annapolis County rejoining, and analyzing a user pay approach to cost recovery.

- Kings Transit: Assess the participation of all parties in a reorganized and rebranded organization.

All municipal Board representatives are eligible to vote on interim IMSA matters; and, only municipal representatives party to the pre-existing KTA and Valley Waste inter municipal service agreements are eligible to vote on KTA and Valley Waste matters.

The municipalities/core partners party to the pre-existing KTA agreement are:

- County of Kings
- Town of Wolfville
- Town of Kentville
- Town of Berwick

The municipalities/core partners party to the pre-existing Valley Waste agreement are:

- County of Kings
- Town of Wolfville
- Town of Kentville
- Town of Berwick
- Town of Middleton'
- Town of Annapolis Royal

Background:

WSP was engaged in the summer of 2023 to develop a Transit Master Plan. WSP submitted a final report in May 2024, and presented key findings to the IMSA Board on May 29.

Highlights of the research and recommendations provided by WSP pertaining to this report include:

- Ownership/Governance: WSP has recommended that a unified funding and governance model be adopted by all municipalities currently receiving and benefiting from Kings Transit services. Without a unified model WSP believes it will be difficult to sustain and make improvements to Kings Transit Services.
- Cost Recovery: WSP identified four alternative funding options and recommended a blended funding model using service hours and boardings within each municipal jurisdiction net of estimated fare revenue (boardings % x total KTA fare revenue) in each jurisdiction. The four options identified were:
 - Population of each jurisdiction.
 - Population within a specified service area, such as 1km.
 - Service Hours within each jurisdiction/municipality.

- Boardings within each jurisdiction.

MNP was engaged in 2023 to undertake a cost accounting exercise of the various solid waste streams, to review the financial impact on municipal owners and service partners, and to provide recommendations related to proposed sharing methods of net municipal costs. MNP presented findings and recommendations to the IMSA Board on June 12, 2024. Highlights of the research and recommendations provided by MNP pertaining to this report include:

- **Ownership/Governance:** The existing Valley Waste owner Board members (Kings, Wolfville, Kentville, Berwick, Middleton, Annapolis Royal) were presented with findings and recommendations related to the opportunity for Annapolis County to rejoin Valley Waste as an owner. After this the Board invited Annapolis County to rejoin Valley Waste as an owner and staff briefed Annapolis County representatives on the opportunity to rejoin including a review of a “directionally correct” 5-year future cost estimate.
- **Cost Recovery:** MNP conducted a pilot project in an attempt to allocate costs direct to a municipal unit based on where the waste originated. The findings led MNP to conclude that while cost sharing on volume would be beneficial, the change in sharing percentage combined with the uncertainty around data did not warrant including volume in the formula at this point in time. As such, MNP recommended continuing to use the current funding formula of 50% population based, and 50% assessment based.

After the June 12, 2024 IMSA Board meeting, Annapolis County Council considered rejoining Valley Waste as an owner partner and July 17, 2024 correspondence (Appendix A) from the Chief Administrative Officer confirmed unanimous Council support to rejoin based on the use of the existing funding formula (50% based on percentage of Uniform Assessment of owner partners; and 50% based on percentage of population of owner partners).

The “interim” IMSA Board did not provide further direction to KTA and Valley Waste staff regarding governance, ownership status, net cost sharing, and other IMSA matters prior to the Fall 2024 municipal election.

Discussion:

A Chief Administrative Officer (CAO) Committee consisting of the nine CAOs in the service area for Valley Waste and Kings Transit was established in the Fall of 2024 to consider options for ownership, governance and voting, and net cost sharing.

GOVERNANCE & OWNERSHIP

There are several options typically considered for governance of shared municipal services, including:

1. Authority/Corporation with Board of Directors (status quo).
 - a. All municipalities are owner/partners.
 - b. Combination of owners & service partners.
2. Intermunicipal committee with municipality as “lead” agency.
3. Host Municipality/Sale of Service.

In a 2021 discussion paper prepared by the CAOs of Wolfville, Kentville, Berwick and Kings regarding shared service agreements it was identified that the use of option 2 or 3 would “only relate to Unincorporated Committees or Incorporated Committees that do not retain Tangible Capital Assets or long-term debt”. As such, these options were not considered for Valley Waste or KTA.

The primary role for a Governance Board for is:

- Direction Setting: Establish a strategic plan which includes strategies, goals, objectives and action plans to achieve the future it desires; and, through the budget process align the financial and human resources in support of achieving the plan.
- Policy Making: Approve/amend policy, programs, and by-laws by directing staff to research and develop options for consideration, consult and engage with their council/community, make decisions on the best course of action.
- Stewardship: Ensure that the organization’s financial and human resources are being used as cost effectively as possible including the establishment of protocols for the flow of information between the Board and staff including reporting requirements related to financial position, operations and regulatory compliance, etc.

Both KTA and Valley Waste there would be varying degrees of Board attention, direction, and decisions required on an annual basis in each of these primary roles. At this point, it is particularly important for significant Board attention and leadership to prioritize and implement the numerous recommendations provided in the KTA Strategic Planning document prepared by WSP. Moreover, it is particularly timely for the Board to develop and approve multi-year action/business plans in the next year minimally to align with the four-year term of municipal council terms.

The current “interim” Board is responsible for both KTA and Valley Waste decision making. Board meeting agendas are structured to reflect the different voting rights of the members. Meetings are scheduled monthly, with special meetings established as necessary. This frequency of meetings has proven to be adequate to address both the primary governance roles for both organizations, as well as consideration and approval of organizational policy and procurement matters, etc.

Several features of the current “interim” Board that are recommended for inclusion in the future Board structure include:

- Participating municipal units have only one representative on the Board which ensures the Board is representative and efficient in size. Proportional membership on the Board could create a Board that is more cumbersome and unwieldy in size.
- Board representatives shall be the Mayor or Warden of participating municipal units which increases the likelihood that Board members will be experienced elected officials with comprehensive understanding of the primary governance role of Board members, along with a good understanding of meeting procedure and the importance of robust communication with their Councils on the priorities and activities of the Board.
- “Weighted” voting is present for substantive “special resolution” matters. The current IMSA has a simple weighted voting mechanism for special resolutions requiring majority support which must include the representative from the County of Kings.

The issue of a Kings “veto” for special resolution matters was discussed by the CAO Committee. Alternatives to the current voting mechanism such as a double majority or double 2/3s were considered. For example, if a double 2/3s voting mechanism was used for Valley Waste special resolution matters would require 5 of 7 owners representing 2/3 of the budget to approve a budget or other special resolution matter. For Kings Transit special resolution matters would require 6 of 8/9 owners representing 2/3 of the budget to approve a budget or other special resolution matters. In either of these scenarios, the Kings representative vote in favor would be required to approve a budget or other special resolution matter for Valley Waste and Kings Transit as Kings budget share is estimated to be approximately 58% and 40% respectively.

The New Brunswick Regional Service Commission model was also explored. The New Brunswick model uses a weighted voting mechanism based on the population of partner municipalities where every 5,000 or 10,000 in population generates additional votes for “special resolution” matters.

NET COST SHARING

Valley Waste

The CAOs’ endorsed the existing funding formula for Valley Waste for partner municipalities. The formula is combination of Uniform Assessment and Population where 50% of the net cost is allocated to partner municipalities based on their percentage share of the combined uniform assessment of the partner municipalities; and, 50% of the net cost is allocated based on partner municipalities percentage share of the combined population of the partner municipalities.

The breakdown of estimated owner shares for the next five years based on a directionally correct financial model are as follows:

Table 1: Estimated cost share for the recommended Valley Waste parties

Municipality	25/26	26/27	28/29	29/30	30/31
Annapolis County	\$2,025,947	\$1,640,069	\$1,686,935	\$1,690,340	\$1,747,196
Annapolis Royal	\$81,405	\$65,900	\$67,783	\$67,920	\$70,205
Berwick	\$262,949	\$212,866	\$218,949	\$219,391	\$226,770
Kentville	\$782,869	\$633,758	\$651,868	\$653,183	\$675,154
Kings County	\$5,647,020	\$4,571,442	\$4,702,073	\$4,711,565	\$4,870,044
Middleton	\$185,509	\$150,176	\$154,467	\$154,779	\$159,985
Wolfville	\$669,835	\$542,253	\$557,748	\$558,874	\$577,672
Total:	\$9,655,535	\$7,816,463	\$8,039,822	\$8,056,052	\$8,327,026

The CAO's requested a summary report of the volume-based approach considered by MNP (Appendix B). The report reviews the rationale for the continued use of the current funding formula. The primary reasons, include:

- Curbside Collection
 - Daily collection routes are not dedicated to municipal boundaries.
 - Collection vehicles cross municipal boundaries, and planned routes vary frequently due to staffing and equipment availability, and weather.
 - Increased collection costs anticipated if Valley Waste requested collection contractor to dedicate collection routes to individual municipal boundaries.
 - Dedicated Annapolis County collection contract experience demonstrated close alignment of current formula with volume-based allocation.
- Residential & Commercial Haulers
 - Remaining net cost required to be funded by municipal cost sharing minimal as tipping fees collected typically recover over 90% of costs.
 - Commercial haulers cross municipal boundaries and do not track volumes by location of business/residential client.
 - Valley Waste weigh scale does not track volumes by civic address.
 - Potential increase in costs for customers of commercial haulers if delivery of materials only permitted for individual municipalities.

Kings Transit:

Currently, KTA net costs are recovered using three funding models/approaches.

1. Core Partners: The same fixed formula since creation of KTA to fund net operating costs. Net operating costs are the remaining annual costs, less service partner contributions and revenue generated in the core partner service area. Capital costs are shared using the same percentages and includes a contribution to equipment reserves that has been fixed at \$80,000 for many years. The fixed percentages were based on an estimate of population served (in 1996), and is as follows:
 - County of Kings – 60%.
 - Town of Kentville – 20%.
 - Town of Wolfville – 15%.
 - Town of Berwick – 5%.
2. Service Partners: The County of Annapolis and the District of Digby fund service based on the following method:
 - 2.1. Direct Costs and Revenues – all direct costs associated with service partners routes (drivers, mechanics time, parts, etc.) net of revenue generated on those routes.
 - 2.2. Indirect Costs – all KTA indirect costs are pooled and allocated based on proportion of ridership for that year for Annapolis County, Digby District, and the core partners.
 - 2.3. Capital Costs – Annapolis County and Digby District purchase and own their own transit fleet.
3. Transit Grants to Service Partners: Annapolis County receives an annual grant from the Town of Middleton (\$20,000) and the Town of Annapolis Royal (\$5,000). The District of Digby receives an annual grant from the Town of Digby (\$10,000).

The CAO Committee discussed approaches and principles to guide the development of a recommended funding formula for Kings Transit net costs. The principles that are favored include:

- Proven: The existing KTA funding formula for core partners used an estimate of population served by the Transit system.
- Understandable/Simple: The use of funding formula elements such as assessment base, population, dwelling units are used in existing cost sharing formula for intermunicipal, and intergovernmental cost models and are understood by municipal staff and elected officials.
- Predictable/Stable: Preference for formula elements that are stable and predictable over elements that are more volatile, subject to significant variation from year to year, etc.
- Equitable: Striking a balance between user pay elements and ability to pay elements is important for a regional service owned/shared by municipalities of differing sizes and capacities. It was recognized that fare box revenue represents a significant element of user pay to cost recovery; and, that transit is a public good that confers a benefit all

residents and businesses with respect to environmental, social, and economic development imperatives of all municipalities and that ability to pay/tax base strength is an important consideration. It was also recognized that access to service is significantly linked to a property being in proximity to the scheduled routes.

Based on these principles, the following formula elements for recovery of net costs (after farebox and other revenue) were prioritized:

- **Transit Corridor:** The use of a transit corridor (2 km. corridor – 1 both sides of route) for bus routes is reflective of resident and business access to service and is used and accepted in other municipal jurisdictions in Nova Scotia (HRM, CBRM).
- **Tax Base:** The use of taxable assessment values within a transit corridor would provide an element of “ability to pay” (capped assessment for residential property).
- **Dwelling Units:** The use of dwelling unit counts with a transit corridor would be consistent with the existing KTA formula (population served) and the data is readily available from the PVSC so it would be simpler to obtain and use.
- **Service Time:** The use of service time would incorporate a user pay element for municipal partners to ensure that net cost sharing would be adjusted due to the increase of transit route frequency and/or route distance.

Formula elements that were considered but are not recommended include:

- **Boardings/Ridership:** Allocating ridership to individual municipal units is problematic for several reasons including the identification of which municipal unit should be allocated a rider (place or residence, where the boarding occurred, when a service agency provides a transit pass to a client, etc.).
- **Municipal unit population:** There are significant geographic areas of the rural municipalities that are not considered serviced by transit due to the distance from existing transit routes.

The breakdown of estimated owner shares for the next five years based on a directionally correct five-year financial model using the proposed formula are as follows:

Table 2: Estimated cost share of net operating costs for the recommended KTA parties

Municipality	Current cost allocation 24/25 (excluding capital)	25/26	26/27	27/28	28/29	29/30
Annapolis County*	789,534	635,683	TBD	TBD	TBD	TBD
Berwick	95,668	125,208	TBD	TBD	TBD	TBD
Digby, District	375,496	247,858	TBD	TBD	TBD	TBD
Kentville	382,672	442,101	TBD	TBD	TBD	TBD
Kings County	1,148,016	1,329,921	TBD	TBD	TBD	TBD
Middleton	20,000	119,237	TBD	TBD	TBD	TBD
Wolfville	287,004	312,672	TBD	TBD	TBD	TBD
Total:	3,113,390	3,212,679	TBD	TBD	TBD	TBD

*Note: Annapolis County's allocation includes the allocation for the Town of Annapolis Royal.

For the 25/26 fiscal year the CAO Committee has endorsed a transitional funding model as follows:

- The first quarter payment by the parties will use existing approach for core partners, and service partners.
- The remaining three quarters will use the proposed new formula for operating and capital expenditures.
- Increases and decreases in funding because of the new formula will be transitioned in at 50% for the remaining three quarters of the fiscal year.
- The estimated operating contributions for the parties for 25/26 based on the endorsed transitional approach is as follows:
 - Annapolis County - \$743,960
 - Berwick - \$108,292
 - Digby, District - \$358,514
 - Kentville - \$411,143
 - Kings County - \$1,234,787
 - Middleton - \$54,714
 - Wolfville – 301,269

- The estimated capital contributions based on the endorsed approach is as follows:
 - Annapolis County - \$11,872
 - Berwick - \$3,338
 - Digby, District – \$4,629
 - Kentville – \$12,257
 - Kings County – \$36,838
 - Middleton – \$2,227
 - Wolfville - \$8,839

Legal Authority/Implications:

Section 60 of the Municipal Government Act provides authority for municipalities to enter into agreements with one another for the delivery of municipal services.

An Intermunicipal Service Agreement to establish Valley Regional Services was drafted by the Solicitor for the Town of Wolfville, Charles Thompson. This proposed agreement would replace the existing pilot agreement which expires on June 30, 2025. The existing Valley Waste and KTA agreements were also reviewed and significantly amended so that all three agreements work together to establish authority for effective governance, operations, and funding for the delivery of solid waste-resource management, and transit services to the parties.

Key provisions in the agreements include:

- Valley Regional Services will be established with 9 parties.
- A Board of Directors consisting of the Mayors/Warden of the 9 parties will be established and responsible for governance and decision-making.
- Each party will appoint an alternate Board member who must be a council member of the party.
- Valley Waste parties (voting) will include Wolfville, Kentville, Berwick, Kings, Middleton, Annapolis Royal, and Annapolis.
- KTA parties (voting) will include Wolfville, Kentville, Berwick, Kings, Middleton, Annapolis, Digby, and District of Digby.
- Board decision making will be by simple majority except for special resolution matters which will require a majority that must include the Board member from Kings.
- Special resolution matters include approval of budgets and borrowing.
- Budget dispute resolution process should the Kings member not vote in favor requiring Kings to submit an alternate budget within 30 days; and, thereafter an arbitration process if the Kings budget is not accepted.
- The IMSA Board can borrow and shall establish capital reserves.

- The decision-making role for the parties will include the addition of parties to the agreements, and the approval of borrowing and/or borrowing guarantees.
- An Executive Director may be hired by Valley Regional Services who will serve in a similar capacity as a CAO for a municipality.
- In the absence of an Executive Director the General Managers for Valley Waste and KTA will report to the Board of Directors.

Budget/Financial Implications:

Directionally correct estimates of the parties' annual share of net costs have been developed and are presented in Table 1 and Table 2.

The CAO for Annapolis Royal has indicated that the Town is not able to participate as an owner/partner for Kings Transit due to the increase in costs. The CAO for Annapolis County indicated that the current approach where the County is responsible for the net operating costs for the Town with the Town paying the County a grant would continue.

The Town of Digby Council confirmed on June 4, 2025 that the Town will not be participating in the Inter-Municipal Services Agreement (IMSA) for Kings Transit Authority (KTA) as currently proposed (Appendix C). As such, the intention is for the transit service to end at the Canadian Tire/Sobeys commercial area in the Town of Digby/District of Digby border area. At this time, expenditure and revenue reductions because of service reductions to the Town of Digby are difficult to estimate as the transit route to the area will be adjusted by incorporating approximately 15 minutes "parked/unproductive" time to the route schedule. As such, existing budget estimates will be used with costs allocated to the remaining seven parties. At year end, the true expenditure/revenue reductions and associated cost sharing impacts will be verified and allocated to the parties.

Both the District of Digby and the County of Annapolis own a 2021 El Dorado EZ Rider bus that will be transferred to KTA upon the execution of the new IMSA. The transfer cost for KTA will be based on the net book value as of March 31, 2025 as follows:

- Annapolis County bus - \$479,311
- Digby District bus - \$444,645

The KTA source of funds for the busses is recommended as follows:

- Annapolis County – Annapolis County KTA service partner capital reserves.
- Digby District – Digby District KTA service partner capital reserves; and/or Digby District 25/26 PTAP funding, Provincial transitional funding, KTA capital and equipment reserves.

Options:

The CAO Committee has endorsed the following recommendations.

Governance – Ownership: Valley Waste

1. **Recommended Option - 1: Annapolis County to rejoin as owner/partner.**
2. Alternative - 2: Negotiate a new service agreement with Annapolis County satisfactory to the Valley Waste Partners & Annapolis County.

Governance – Ownership: Kings Transit

1. **Recommended Option - 1: Annapolis County, Digby District, Town of Digby, and Middleton be requested to join as owner/partner. Annapolis County would be responsible for the net operating costs of the Town of Annapolis Royal.**
2. Alternative - 2.2: Status Quo. Existing KTA core partners negotiate new service agreements with Annapolis County, and Digby District.

Governance – Representation & Voting: Valley Waste & KTA

1. **Recommended Option – 1: Status Quo: That owner/partners appoint one representative (Mayor/Warden) to the Board; and, that a majority of municipal units which must include Kings be used for special resolution matters.**
2. Alternative – 2: That owners/partners appoint one representative (Mayor/Warden) to the Board; and, that a double or 2/3 weighted vote (population served or budget percentage) be used for special resolution matters.
3. Alternative – 3: That owner/partners appoint one representative (Mayor/Warden) to the Board; and, that the New Brunswick service commission model of weighted votes for population increments (5,000 or 10,000) be used special resolution matters.

Net-Cost Sharing: Valley Waste

1. **Recommended Option - 1: That owners/partners allocate net-costs using the existing blended funding formula where 50% of net costs are shared based on proportionate share of uniform assessment; and 50% of net costs are shared based on proportionate share of population.**
2. Alternative – 2: Volume based approach is not a recommended option at this time.

Net-Cost Sharing: Kings Transit

1. Recommended Option – 1:
 - a. **Effective April 1, 2026 that owners/partners allocate net-costs using a blended funding formula where 1/3 of net costs are shared based on municipality's**

proportionate share of taxable assessment within a 2 km. transit corridor; 1/3 of net costs are shared based on a municipality's proportionate share of dwelling units (proxy for population served) within a 2 km. transit corridor, and 1/3 of net costs are shared on the percentage of service time within each municipality.

- b. For fiscal year 2025/2026 that owners/partners transition in the recommended funding formula by ½ of the estimated impact of cost savings and costs increases.**
2. Alternative – 2: The CAO Committee considered a variety of funding models, a second option was not identified.

Recommendation:

That the Interim IMSA Board of Directors endorse the recommended options for governance, and funding and recommend to the parties that the attached intermunicipal service agreements be considered and approved by the parties at a joint meeting of the parties to be held on June 23, 2025.



COUNTY *of* ANNAPOLIS
NATURALLY ROOTED

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July 17, 2024

Andrew Garrett
Interim General Manager
Valley Waste-Resource Management
P.O. Box 895
Kentville, Nova Scotia B4N 4H8
andrewg@vwrn.com

Dear Andrew:

Thank you for the email of June 21, 2024, respecting the options for Municipality of the County of Annapolis to consider in relation to its future waste service provision with Valley Waste-Resource Management beginning April 1, 2025.

The Municipality has reviewed both the fee for service proposal, as well as the option to re-enter Valley Waste as full equity partner.

We understand that should the Municipality become a member of the Waste Authority that Annapolis County would pay their proportional share of the net costs of the approved annual operating and capital budgets based on the current formula of 50% population and 50% uniform assessment. Based on this, Annapolis County would pay approximately 21% of the total cost. Additionally, as a member, we would receive the same proportion back at the end of each fiscal year when the Authority ends the year with a surplus.

A review of the draft 5-year financial forecast shows that the Municipality would pay \$2,025,947 as its full all-in cost for the fiscal year 2025-2026, and then be reduced according to the same formula should EPR be in place in 2026-2027.

In light of this data being presented to us in good faith, Municipality of the County of Annapolis unanimously agreed at its Council meeting yesterday to re-enter Valley Waste as a full equity partner effective April 1, 2025.

Please forward to us any documents, agreements, or files that we need to review prior to signing a formal agreement for such in the near future as we know you want to proceed with your long-term contracts based on our commitment for waste services.

Thank you for your ongoing support and detailed financial information provided to us over the past two months to help us better understand both options available to us. We look forward to re-establishing a positive relationship with Valley Waste as an equal and progressive partner.

Yours sincerely,



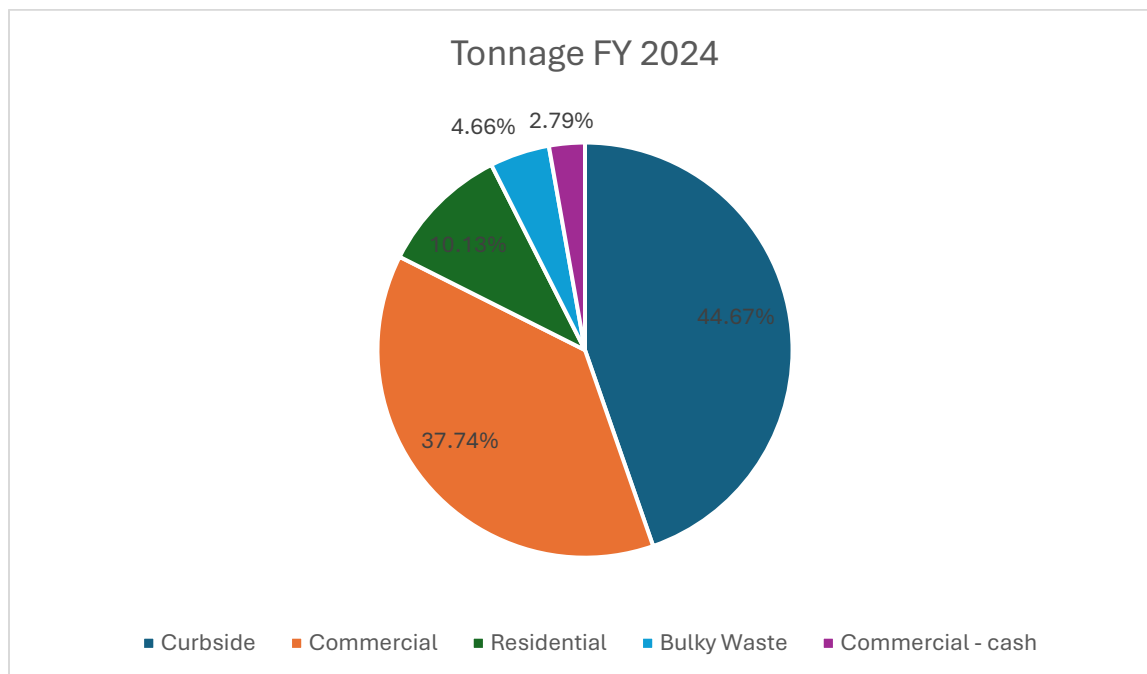
Chris McNeill
Chief Administrative Officer

c. Municipal Council
Jim Young, Director of Municipal Operations

Volume Based Approach to funding Valley-Waste

Valley Waste has two Waste Management Centre's where waste and recycling materials are received – the Western Management Centre is located in Lawrencetown; and, the Eastern Management Centre is located in Kentville. The Management Centre's have scales to measure the incoming weight of all materials received and managed by Valley Waste including curbside collection volumes, and materials delivered by residents and businesses.

For fiscal year 2024 the percentage of materials received at the Waste Management Centre's was approximately split equally between curbside collected materials (bi-weekly and bulky waste); and materials delivered to the Management Centre's by residents and businesses. Curbside collected materials are generally split geographically. All areas east of Victoria Road in Aylesford are delivered to the Eastern Management Centre. Materials collected west of Victoria Road typically go to the Western Management Centre.



Curbside Materials Collected

Valley Waste does not currently track the source of materials by municipal unit for curbside collection materials. However, at the present time, the curbside materials collected in Annapolis County are done under a separate collection contract. As such, the weight and source of this material is known. In fiscal year 2024 a total of 5,180.46 tonnes of waste was collected at curbside by Annapolis County. A total of 19,040.49 tonnes of material was

collected at curbside by the six Valley Waste members. When combined, Annapolis County tonnage was the equivalent of 21.39% of all curbside material collected for the 7 municipalities in Annapolis and Kings County.

Compared to the current Valley Waste funding formula of 50% Uniform Assessment and 50% population Annapolis County's percentage of the population (2021) of the 7 units was 22.5%; and, percentage of Uniform Assessment (23/24) was 19.69%. The combined average of these is 21.095%. As such, for 2024 the difference between curbside volume collected in Annapolis County and the Valley Waste funding formula was approximately 0.3%.

Starting in April 2025, a new 7-year collection contract will commence for all seven municipalities in the Valley Waste Region. The contractor will determine collection areas for each collection day. The routes for collection vehicles in each collection area will cross municipal boundaries in some cases. Moreover, planned collection routes are frequently modified based on staffing and fleet availability, etc. Collection vehicles do not track waste collected by municipal boundaries.

Collection days and routes are not determined by volume alone. Contractors also account for the travel time from their operations, time to collect, the time to travel to the Management Centres, and how long they anticipate it will take to empty vehicles. This time allocation varies by municipal unit and by Management Centre.

Materials delivered to Valley Waste by curbside vehicles are classified by type, including:

- Garbage
- Recyclables
- Organics
- Bulky Items

Materials delivered to Valley Waste by residents or businesses

Valley Waste measures the weight and type of materials delivered to Waste Management Centre's by residents and businesses (residential and commercial "haulers"). All customers pay tipping fees which amount to roughly \$3.1 million in annual revenues. Additional revenues can be attributed to this material after sorting and processing by Valley Waste staff.

In F2024 approximately 10% of the waste delivered to Waste Management Centre's was delivered by residential haulers. Residential haulers at the Western Management Centre are asked to identify by municipal unit so that the member or non-member (Annapolis County) fee can be determined.

Account holders are all commercial customers and those paying cash are primarily residential customers. The scale operators use their judgement to determine if the cash customer is from a residential or commercial source. For multi-family properties, the tenant is considered residential, and the property owner is considered commercial.

The classification of the material received from residential haulers is:

- Garbage
- Yard Waste
- Construction & Demolition Debris
- Metal and White goods
- Recycling
- Organics
- Household Hazardous Waste
- Stewardship Materials (electronics, paint, bulbs, batteries)

There is a minimum charge of \$10 to all residential customers with exceptions for hazardous waste, stewardship materials, leaves, Christmas trees and large appliances for which there is no charge.

In 2024 approximately 40% of the waste delivered to Waste Management Centre's was delivered by commercial haulers. For 2024 there have been 385 identified commercial haulers that have crossed the scales. One third of all commercial waste delivered was construction and demolition debris.

Commercial haulers include businesses that provide waste collection services, and businesses that deliver their own material. Commercial haulers are only asked to provide the source location of the material being delivered so that member or non-member tipping fees can be applied. Since the Western Management Centre has many customers from Annapolis County (currently non-member) the source of material is requested at the weigh scale. At the Eastern Management Centre this is not often questioned as the vast majority of customers are known to be from member municipalities. There are small amounts of material received from bordering West Hants residents or businesses where non-member rates are charged.

EFR Environmental deliveries represent approximately 35% of the commercial hauler material received. EFR, and some other commercial haulers would deliver materials from one customer so that the originating municipal unit would be known. However, EFR and some other commercial haulers also deliver materials from more than one customer that may be located in two or more municipal units before delivering the material to one of the Management Centres. The waste received from EFR and other commercial haulers that

have material from more than one business or municipal unit is not tracked by source business or municipal unit. Scotia Recycling in Kentville, has delivered the second largest volume of material at approximately 15% with the majority of this commercial material being rejected recyclables collected curbside in the Valley Waste region and all of southern and western Nova Scotia. The residuals from Scotia Recycling in Kentville make up approximately 10% of all landfilled material from the Authority. This material is not attributed to individual municipal units in the Valley Region, or to municipal units outside of the Valley Region. Other large generators of solid waste in the region are Michelin (Kings), Apple Valley Foods (Kentville), 14 Wing (Kings), and Acadia University (Wolfville).

The classification of materials received from commercial haulers was:

- Garbage
- Yard Waste
- Construction and Demolition Debris
- Metals & White goods
- Recyclables
- Organics
- Stewardship materials (electronics, paint, bulbs, batteries)

Stewardship materials are not tracked by municipal unit, or by sector (ICI vs Residential).

Construction and demolition debris is not tracked by municipality. Contractors completing work on properties do not identify the address for the properties they are working on or the address of their business.

Class of Material received for both residential and commercial customers is tracked at the weigh scales primarily for the purposes of determining the appropriate tip fee to charge the client delivering the material. However, materials received are frequently mixed and the dominant material in the load is used to determine the tipping fee charged. Where the dominant material cannot be determined the tipping fee for garbage (highest tip fee) is applied. The classification of material includes:

- Garbage
- Recycling
- Organics
- Construction & Demolition Debris – sorted
- Construction & Demolition Debris – mixed
- Household Hazardous Waste
- Scrap Metals & White Goods

- Yard Waste

Staff at the Management Centers further sort materials to maximize diversion from landfill and to reduce costs for members. The largest difference is with wood and metal from incoming mixed construction and demolition debris and curbside bulky waste.

Allocation of net municipal costs

The net cost to be recovered from municipalities for all Valley Waste expenditures (fixed and variable) associated with curbside collection including processing and disposal is estimated to be \$6.1 million (\$7.3m less \$1.2 revenue). The estimated allocation of these net costs using the current funding formula for partner municipalities is estimated at:

	% share (current formula)	\$ share
Kings County	74.03	4,515,830
Town of Wolfville	8.76	534,360
Town of Kentville	10.26	625,860
Town of Berwick	3.45	210,450
Town of Middleton	2.44	148,840
Town of Annapolis Royal	1.06	64,660
Annapolis County*	NA???	NA???

The net cost to be recovered from municipalities for all Valley Waste expenditures (fixed and variable) associated with waste delivered to the management centres by commercial and residential haulers including processing and disposal is estimated to be \$420,000 (\$4.365m less \$3.945 revenue). The estimated allocation of these net costs using the current formula for partner municipalities is estimated at:

	% share (current formula)	\$ share
Kings County	58.48	245,616
Town of Wolfville	6.94	29,148
Town of Kentville	8.11	34,062
Town of Berwick	2.72	11,424
Town of Middleton	1.92	8,064
Town of Annapolis Royal	0.84	3,528
Annapolis County*	20.98	88,116

Based on the 24/25 budget the net operating costs shared by municipalities is estimated to be \$6.55 million with 93.6% related to curbside collection and 6.4% related to residential and commercial haulers.

It should also be noted that outgoing materials destined for Scotia Recycling, Chester Landfill, Fundy Compost, Halifax C&D, Dartmouth Metals, and other processing sites is the true reflection of the actual amount of material by waste stream. It is weighed, but it is not attributed to the source municipality as it is mixed from all sources.

MNP Project

MNP undertook a "cost- model exercise" with Valley Waste to determine the source of material collected at curbside in an attempt to accurately allocate costs directly to waste streams, sectors/class, and municipal unit based on where the waste originated. The approach used for the exercise saw the collection of distinct waste streams by property type (commercial property, single family homes, multi-unit residential properties) in separate collection vehicles over a 4-month period. In total, 4,032 properties in the region were included in the audit. This included 2,129 single family homes, 1,080 apartments and 823 businesses which represent approximately 12% of all member unit properties. The volume of waste collected by each sector and by each waste stream, was then divided by the number of units collected to determine an average volume collected per unit. For example, if 400 kg of waste was collected from 10 ICI properties it was determined that 40 kg was the average collected by ICI property. This average was then multiplied by the number of ICI properties using curbside collection in each municipal unit to estimate volumes by municipal unit.

Using total volumes in F2023 (without Annapolis County collection) and applying the cost model allocation estimates MNP developed a formula that allocated shareable costs to each municipal unit based on 38.53% for volume, and 30.74% for both assessment and population. The allocation resulted in the following cost sharing proportions relative to the current cost sharing proportions.

Allocation	Kings	Kentville	Wolfville	Berwick	Middleton	A. Royal
Tax Assessment (Current Allocation)	74.03%	10.26%	8.76%	3.45%	2.44%	1.06%
Cost Model Allocation	75.74%	9.12%	7.84%	3.48%	2.78%	1.04%
Increase or Decrease in Proportion	Increase	Decrease	Decrease	Increase	Increase	Decrease

Based on the findings of the cost model exercise MNP concluded that "while cost sharing on volume would be beneficial, the change in sharing percentage combined with the

uncertainty of the data did not warrant including volume in the formula at this point in time”.

Lunenburg District Municipal Joint Services Board (MJSB)

The Towns of Bridgewater, Mahone Bay, and the District of Lunenburg are member/owners of the MJSB. The MJSB operates the Lunenburg Regional Community Recycling Centre (“LRCRC”) for the three municipalities. The costs for the LRCRC are shared by its partners based on a cost-sharing formula for metric tonnage received at the facility.

In order to achieve accuracy for this allocation methodology each of the three municipalities have separate solid waste curbside collection arrangements to ensure volumes can be tracked by municipal unit; and, deliveries to the weigh scale by residential or commercial haulers are allocated to each of the individual municipalities. Commercial haulers are required to collect within municipal boundaries so that materials can be attributed to a single municipal unit.

Conclusion

Valley Waste’s current funding formula used to allocate net operating costs for curbside collection materials was found to be consistent with an allocation by volume.

Valley Waste’s estimated net operating costs associated with residential and commercial haulers represent only 6.4% of net operating costs because the majority of costs are recovered from haulers/users which pay tipping fees when delivering this material.

MNP’s cost allocation exercise led to the recommendation that a change to a volume-based allocation is not recommended at this time.

In order to develop more confidence in the accuracy of volume of materials generated by municipal unit the following impacts have been identified:

- Additional staff effort would be necessary by weigh scale, education and enforcement, and finance staff. It is not anticipated that additional staff members would be required but new activity would require staff to reduce activity in other areas. Longer turn-around times to complete routes with adjusted schedules may however result in increased overtime at Management Centres.
- An adjustment to the new weigh scale data collection systems to include segregation by municipal unit at both management centres and at Scotia Recycling would be required. Additional cost is not expected to be significant.
- Curbside Collection Contract amendment would be required. Cost to be determined.

- Commercial Haulers would have to alter collection routes and potentially equipment used. This may result in increased costs that would need to be passed along to customers; particularly in smaller municipal units or rural areas farther away from the Management Centers. It would be advisable to engage with commercial haulers such as EFR and others that collect commercial and residential property to assess the impact.

If the IMSA Board wishes to pursue a change in the current funding formula that would include volume the following steps should be considered:

1. Curbside Collection:
 - a. Request the contracted service provider to develop a contract amendment and cost estimate of operating collection routes isolated by municipal unit.
 - b. Consider implementing collection route changes proposed and track data for at least one full fiscal year to ensure seasonal fluctuation in waste volumes is captured.
2. Residential & Commercial Haulers:
 - a. Engage with EFR and other commercial haulers and contractors to develop an approach and enforcement mechanism that would ensure commercial haulers and contractors accurately report source of materials delivered to weigh scales by municipal unit.
3. Other
 - a. Determine staff effort necessary to support data collection, education and enforcement activity.
 - b. Determine IT system changes necessary.
 - c. Determine what changes would need to be made to bylaws and/or bylaw directives to include delivery restrictions to commercial haulers and contractors.
 - d. Determine if incoming tonnage from residential and commercial haulers accurately reflects costs of managing material or if a different formula is necessary to estimate outgoing material by volume by municipal unit.

TOWN OF DIGBY

PO BOX 579 DIGBY NOVA SCOTIA B0V 1A0

June 4, 2025
Glenn Horne,
Chair, CAO Committee

Via Email: ghorne@wolfville.ca

Subject: Notice of Intent to opt out of KTA - IMSA Agreement

Dear Glenn,

On behalf of the Town of Digby, I am writing to formally advise that the Town will not be participating in the Inter-Municipal Services Agreement (IMSA) for Kings Transit Authority (KTA) as currently proposed.

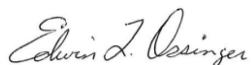
Council has given this matter careful consideration and, after thorough review of the terms and structure outlined in the draft agreement, has determined that the proposed arrangement does not align with the Town's current objectives and priorities.

This decision does not reflect a lack of appreciation for the service KTA has provided through our agreement with the District of Digby, or the efforts undertaken to develop a collaborative regional approach to public transportation. Rather, it reflects the Town's obligation to ensure that any inter-municipal agreement entered into represents the best fit for our community's specific needs, resources, and strategic direction.

We wish all participating partners continued success in the development and delivery of regional transit services. The Town remains open to future discussions should alternative arrangements or opportunities arise that are more suitable to Digby's context.

Should you have any questions or require further clarification, please do not hesitate to contact me.

Sincerely,



E. Tom Ossinger,
Chief Administrative Officer

CC; CAO committee

THIS VALLEY REGIONAL SERVICES INTERMUNICIPAL SERVICES AGREEMENT made this 30th day of June, 2025.

AMONG:

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS, a municipal body corporate
(hereafter, "Annapolis County")

- and -

TOWN OF ANNAPOLIS ROYAL, a municipal body corporate
(hereafter, "Annapolis Royal")

- and -

TOWN OF BERWICK, a municipal body corporate
(hereafter, "Berwick")

- and -

TOWN OF KENTVILLE, a municipal body corporate
(hereafter, "Kentville")

- and -

MUNICIPALITY OF THE COUNTY OF KINGS, a municipal body corporate
(hereafter, "Kings")

- and -

TOWN OF MIDDLETON, a municipal body corporate
(hereafter, "Middleton")

- and -

TOWN OF WOLFVILLE, a municipal body corporate
(hereafter, "Wolfville")

- and -

MUNICIPALITY OF THE DISTRICT OF DIGBY, a municipal body corporate
(hereafter, "District of Digby")

(collectively, the "parties hereto")

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

WHEREAS the Parties hereto desire the joint delivery of certain municipal services by Intermunicipal Service Agreement (IMSA) pursuant to section 60 of the MGA;

WHEREAS Valley Region Solid Waste-Resource Management Authority ("Valley Waste") and Kings Transit Authority ("KTA") continue in effect as corporations and the parties hereto agree to the governing and administration provisions in this Agreement;

WHEREAS Annapolis County, Annapolis Royal, Berwick, Kentville, Kings, Middleton, and Wolfville (hereafter the "Valley Waste Parties") agree to provide solid waste resource management on a regional basis through Valley Waste;

WHEREAS Annapolis County, Berwick, the District of Digby, Kentville, Kings, Middleton, and Wolfville (hereafter "KTA Parties") agree to provide transit services on a regional basis through KTA; and

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

The parties hereto agree as follows:

DEFINITIONS

1. In this Agreement:

- (a) **Board of Directors** means the governing body of Valley Regional Services, responsible for strategic direction and policy, with attendant fiduciary duty;
- (b) **CAO** means Chief Administrative Officer, and has the same meaning as in the MGA or successor legislation as may be enacted from time to time;
- (c) **Fiscal Year** means the 12-month period beginning April 1 and ending March 31 of the subsequent calendar year;
- (d) **FRAM** means the Financial Reporting and Accounting Manual prescribed as a regulation pursuant to the MGA, as revised from time to time;
- (e) **KTA Parties** means Annapolis County, Berwick, the District of Digby, Kentville, Kings, Middleton, and Wolfville;
- (f) **GAAP** means Canadian Generally Accepted Accounting Principles, as established from time to time by the Chartered Professional Accountants of Canada, or any successor institute;
- (g) **MGA** means *Municipal Government Act*, S.N.S., 1998, c. 18, as amended;
- (h) **Reporting Period** means the multiple Fiscal Years during which this Agreement is in effect;
- (i) **Special Resolution** means a motion introduced at a duly called meeting that is passed by a majority of Directors who are eligible to vote, and which must include the Director from Kings;

- (j) **Valley Waste Parties** means Annapolis County, Annapolis Royal, Berwick, Kentville, Kings, Middleton, and Wolfville.

EFFECT

2. Valley Regional Services, a body corporate, is hereby created pursuant to section 60 of the *Municipal Government Act*. Valley Regional Services shall provide governance of Valley Waste and KTA and may provide management and administrative support and services to Valley Waste and KTA as set out in this Agreement.
3. The Parties hereto acknowledge that there continue to be two bodies corporate, KTA and Valley Waste, both of which have delegated their authorities to Valley Regional Services pursuant to the terms and conditions set out in this Agreement.
4. The Parties agree that disclosure of documentation, records and information in the possession of Valley Regional Services shall be subject to the Freedom of Information and Protection of Privacy provisions at Part XX of the MGA.
5. The Board of Directors is the governing body of Valley Regional Services, responsible for strategic direction and policy, as detailed herein.
6. Pursuant to section 3(ar) of the MGA, Valley Regional Services shall operate as a municipal government as defined, subject to the same legislative rights and obligations, including, without limitation, the *Public Procurement Act*, 2011, c. 12, *Municipal Conflict of Interest Act*, R.S. c. 299, the *Conflict of Interest Act*, 2010, c. 35 and the *Labour Standards Code*, R.S. c. 246.

GOVERNANCE

Board Composition

7. The Board of Directors shall be comprised of the Mayors and Warden of the parties.
8. Each party shall appoint an alternate Director, who must be a member of the Council of the party.
9. A party's alternate Director may attend any meetings of the Board of Directors, but shall not be entitled to participate in discussions or vote unless the party's Director is absent from the meeting, in which case the alternate Director may attend the meeting of the Board of Directors and vote in the place of that party's Director in the Director's absence.
10. The Board of Directors shall annually name one of its members to be Chair and one to be Vice-Chair, to act in the absence or incapacity of the Chair. Only the Directors from Annapolis County, Berwick, Kentville, Kings, Middleton, and Wolfville are eligible to serve as Chair or Vice-Chair.
11. All Directors, including the Chair or other person presiding, shall vote on every question before the Board except in the case of conflict of interest. If a Director does not vote on a question, that Director shall be deemed to have voted in the negative.

Continued Authority of the Corporations

12. The bodies corporate KTA and Valley Waste retain all the powers, rights and obligations vested in them by law, though notwithstanding the foregoing, they delegate their authority, as detailed in Schedules A and B, to the Valley Regional Services Board of Directors for the term of this Agreement.

ACQUISITION OF CAPITAL ASSETS/BORROWING POWERS

13. (a) Any capital asset created or acquired by Valley Regional Services shall be owned by Valley Regional Services.
- (b) The parties shall provide the necessary financing from their own resources needed to acquire or create capital assets on behalf of Valley Regional Services, within 60 days of a request by Valley Regional Services, in the proportions as determined by the parties.
- (c) Notwithstanding paragraph 13(b) above, Valley Regional Services shall have the authority to borrow money from the Nova Scotia Department of Finance and Treasury Board or any other bank, credit union or financial institution where permitted, at prevailing interest rates for any lawful purpose of Valley Regional Services, including the financing or refinancing of tangible capital assets and the establishment of an operating line of credit for current annual expenditures, subject only to sections 88(1) and 88(2) of the *Municipal Government Act* and the requirement that such borrowing, other than the operating line of credit referred to herein, must be approved by Special Resolution.

POWERS

Board Authority

14. Subject to the other provisions herein, in addition to the Board of Directors exercising the powers of KTA and Valley Waste as set out in Schedules “A” and “B”, the powers of the Board of Directors include the following:
- (a) to enter into contracts with entities or individuals to procure any incremental administrative service or facility, and specifically the services of an Executive Director;
 - (b) to acquire by purchase, donation, deed, devise, bequest, gift, grant or otherwise, or in any manner or form, real property of any and every description or sell, exchange, mortgage, hypothecate or invest the same;
 - (c) to purchase tangible capital assets;
 - (d) subject to Special Resolution, to approve operating and capital budgets;
 - (e) to call for, receive and approve policy;
 - (f) to develop strategic plans and direction;

- (g) to consider and approve business plans, with emphasis on capital financing, in accordance with FRAM and GAAP;
- (h) to consider and adopt audited financial statements for Valley Waste and KTA, and if the Board of Directors determines that audited financial statements for Valley Regional Services are required, to consider and adopt those audited financial statements; and
- (i) relative to the Reporting Period provide a budget to actual accounting of the finances of Valley Regional Services.

15. For greater certainty, the Board of Directors shall govern:

- (a) the operations of Valley Regional Services as detailed herein;
- (b) Valley Waste through assumption of the corporate governance duties detailed in Schedule “A”; and
- (c) KTA through assumption of the corporate governance duties detailed in Schedule “B”.

Board Decision-Making

16. A majority of Directors eligible to vote shall be quorum for meetings of the Board of Directors.

17. All Directors shall be entitled to vote and attend Board meetings subject to the following:

Voting

- (a) Except for decisions that must be made by Special Resolution, all decisions of the Board of Directors shall be made by a simple majority of votes;
- (b) For decisions, including Special Resolutions, on which the Board of Directors is exercising its delegated authority to manage Valley Waste as set out in Schedule A or is otherwise exercising its governance duties of Valley Waste, only the Directors from the Valley Waste Parties shall be entitled to participate in discussions and vote;
- (c) For decisions, including Special Resolutions, on which the Board of Directors is exercising its delegated authority to manage KTA as set out in Schedule B or is otherwise exercising its governance duties of KTA, only the Directors from the KTA Parties shall be entitled to participate in discussions and vote;

Attendance

- (d) Unless otherwise determined by the Board of Directors, only the Executive Director, members of the Board of Directors and CAOs who represent parties to the IMSAs appended hereto as Schedules A and B shall be entitled to participate in discussions conducted in closed session in accordance with section 22 of the MGA, and only members of the Board of Directors from those parties may provide direction to staff or the solicitor, or vote on matters related to or resulting from discussions conducted in closed session in

accordance with section 22 of the MGA. For greater certainty, the CAOs and Directors from parties that are not party to either the appended Valley Waste or KTA IMSAs, as the case may be, shall recuse themselves and vacate the meeting during periods when the Board convenes in closed session.

Special Resolution

(e) The following decisions must be made by Special Resolution:

- (i) Approval of annual budgets and borrowing for Valley Regional Services;
- (ii) Approval of borrowing and of annual operating and capital budgets of Valley Waste and KTA.

ADMINISTRATION

18. Valley Regional Services shall be administered in accordance with Part II of the MGA. The parties agree that the Board may hire or contract an Executive Director.
19. The Executive Director shall report to the Board of Directors.
20. Valley Waste and KTA shall operate as Service Divisions, and the General Managers of Valley Waste and KTA shall report to the Executive Director, or if there is no Executive Director, to the Board of Directors.
21. The General Managers shall continue with supervision of day-to-day operations and management functions of their respective Service Divisions. These duties shall include without limitation the management of service agreements, human resources, reports through the Executive Director to the Board (or if there is no Executive Director, the General Managers shall submit reports directly to the Board of Directors), and public information, education and communications.
22. The Executive Director, if there is one, shall have the same authorities and responsibilities as a CAO while the Board of Directors shall provide strategic direction, governance and serve in a policy role, e.g. requesting, considering and approving statements of policy.
23. The role of the Executive Director, if there is one, shall include:
 - (a) the proper administration of the affairs of Valley Regional Services, Valley Waste, and KTA in accordance with the budgets, policies, plans and programs adopted by the Board of Directors;
 - (b) coordinating and directing the preparation of plans, programs, policies, reports, and decision documents to be submitted to the Board of Directors for the construction, rehabilitation and maintenance of all property and facilities of Valley Regional Services, Valley Waste, and KTA;
 - (c) coordinating and directing the preparation of plans, programs, policies, reports, and

decision documents to be submitted to the Board of Directors for the operation and administration of Valley Regional Services, Valley Waste, and KTA;

- (d) ensuring that the annual operating and capital budgets are prepared and submitted to the Board of Directors, and responsibility for the administration of the operating and capital budgets after adoption by the Board of Directors;
- (e) carrying out such additional duties and exercise such additional responsibilities as determined by the Board of Directors in an Executive Director Policy or as directed by the Board of Directors, from time to time.

24. The parties may agree to enter into one or more service agreements with one or more of the parties or for Valley Waste or KTA to provide services to Valley Regional Services, KTA and/or Valley Waste such as payroll, human resources, and financial management, and to allocate and share the costs of such services among the Parties, Valley Waste and/or KTA.

NEW PARTIES

25. New parties may be added to this Agreement upon approval of all the parties.

TERM AND TERMINATION

26. This Agreement shall be in effect as of the date at the top of the first page and shall continue indefinitely.
27. A party remains a party to this Agreement as long as the party remains a member of one or both of Valley Waste and KTA. Upon a party no longer being a member of at least one of Valley Waste or KTA, that party is no longer a party to this Agreement, and all of that party's rights and obligations under this Agreement cease and the party ceases to have any interest in any assets created or acquired by Valley Regional Services.
28. Any party withdrawing from this Agreement is responsible for its share of any liabilities of Valley Regional Services incurred to the date of withdrawal and any severance, penalty or other costs necessarily incurred by Valley Regional Services or by the withdrawing party as a result of the withdrawal.
29. This Agreement shall terminate, and Valley Regional Services shall be dissolved, upon written agreement of the parties. Upon dissolution, the assets and liabilities of Valley Regional Services are vested in the parties in proportion to the accumulated contributions to Valley Regional Services by the parties at the time of dissolution.

CODE OF CONDUCT AND ETHICS

30. The Code of Conduct provisions of the MGA and regulations thereunder shall apply to all Directors.

DISPUTE RESOLUTION - GENERAL

31. Notwithstanding any other provision in this Agreement, any dispute that cannot be resolved shall be

referred to mediation in accordance with the *Commercial Mediation Act*, SNS 2005, c. 36. Where a dispute remains unresolved by mediation, then any party may refer such dispute to arbitration by provision of written notice to all parties hereto. In the event of arbitration, the arbitrator appointed shall be agreed to by the parties within 30 days of submission to arbitration; in default of agreement, the parties will refer the choice of arbitrator to the Supreme Court in accordance with section 12 of the *Commercial Arbitration Act* (Nova Scotia) (CAA). The arbitrator shall agree to conduct the arbitration in accordance with the terms of this Agreement. The appointed arbitrator shall have all the powers given by the CAA. The award and determination of the arbitrator shall be final and binding and each party hereto agrees not to appeal such award or determination. The costs of any such arbitration shall be borne equally by the parties unless otherwise ordered by the arbitrator. Notwithstanding anything contained in this Agreement to the contrary, all signatories to this Agreement must abide by the ruling of the arbitrator.

DISPUTE RESOLUTION – BUDGET

32. If a Special Resolution to approve a budget is approved by a majority vote of Directors present, but fails to pass because the Director from Kings votes against the Special Resolution:
- (a) The Director from Kings shall submit a budget (the “Kings Budget”) to the Board of Directors for consideration within 30 days of the vote on the Special Resolution;
 - (b) If the Kings Budget is not approved by Special Resolution, the parties shall refer the issue to arbitration to be conducted in accordance with the *Commercial Arbitration Act* for the arbitrator to establish the budget. The arbitrator may establish the budget by selecting either the initial budget proposed by staff or the Kings Budget, or by selecting elements from each.
 - (c) The parties shall complete the arbitration within 30 days of the vote on the Special Resolution on the Kings Budget, or, if it is not possible to complete the arbitration within 30 days, as soon as possible after the 30-day period.
 - (d) If a budget for either Valley Waste or KTA is not approved prior to the beginning of a Fiscal Year, Valley Waste or KTA, as the case may be, shall use the prior year’s budget with any changes required due to changes in contract obligations, debt payments or other mandated changes, until a new budget is approved for the Fiscal Year.
 - (e) Notwithstanding the foregoing the Parties recognize the authority of the Arbitrator to select portions of the proposed budgets and to prorate the cost of arbitration as they deem appropriate.

NOTICE

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

CAO
Municipality of the County of Annapolis
752 St George Street, PO Box 100

CAO
Town of Berwick
236 Commercial Street

Annapolis Royal, NS B0S 1A0

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

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

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

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

Berwick, NS B0P 1E0

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

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

CAO
Municipality of the District of Digby
P.O. Box 429
12548 Highway 217 Seabrook

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

APPLICABLE LAW

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

SEVERABILITY

35. 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.

WAIVERS AND AMENDMENTS

36. 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

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

FURTHER ASSURANCES

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

EXECUTION

39. This Agreement may be executed in several counterparts. A copy of a signed counterpart may be delivered by fax, PDF or other electronic means which shows a reproduction of the signature.

TIME

40. Time shall in all respects be of the essence in this Agreement.

BENEFIT OF AGREEMENT

41. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their administrators and assigns.

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

[Remainder of page intentionally left blank – signature pages follow]

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

Witness

Witness

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

Witness

Witness

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

Witness

Witness

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

Witness

Witness

TOWN OF BERWICK

Mayor

Chief Administrative Officer

TOWN OF KENTVILLE

Mayor

Chief Administrative Officer

TOWN OF WOLFVILLE

Mayor

Chief Administrative Officer

MUNICIPALITY OF THE COUNTY OF KINGS

Mayor

Chief Administrative Officer

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

Witness

Witness

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

Witness

Witness

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

Witness

Witness

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

Witness

Witness

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

Warden

Chief Administrative Officer

TOWN OF MIDDLETON

Mayor

Chief Administrative Officer

TOWN OF ANNAPOLIS ROYAL

Mayor

Chief Administrative Officer

MUNICIPALITY OF THE DISTRICT OF DIGBY

Warden

Chief Administrative Officer

Schedule “A”

[Valley Waste IMSA]

Schedule “B”

[KTA IMSA]

THIS AMENDED AND RESTATED VALLEY WASTE AGREEMENT is made this 30th day of June, 2025.

AMONG:

TOWN OF ANNAPOLIS ROYAL, a municipal body corporate

-and -

TOWN OF BERWICK, a municipal body corporate

- and -

TOWN OF KENTVILLE, a municipal body corporate

- and -

TOWN OF MIDDLETON, a municipal body corporate

- and -

MUNICIPALITY OF THE COUNTY OF KINGS, a municipal body corporate

- and -

TOWN OF WOLFVILLE, a municipal body corporate

- and -

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS, a municipal body corporate

WHEREAS the parties to this Agreement, with the exception of the Municipality of the County of Annapolis, were parties to an IMSA (Inter-Municipal Services Agreement) dated April 30, 2019 establishing and setting out the powers and responsibilities of the Valley Region Solid Waste-Resource Management Authority (the "Authority");

WHEREAS the parties to this Agreement are also parties to an Agreement dated June 30th, 2025 to provide decision making and services to the Authority and to Kings Transit Authority (the "Valley Regional Services Agreement");

WHEREAS the parties to this Agreement wish to amend the April 30, 2019 Agreement.

The parties hereto agree to amend the April 30, 2019 Agreement to read as follows:

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

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

2. This Agreement is an agreement for the joint provision of services and facilities by the parties pursuant to section 60 of the *Municipal Government Act*.
3. The parties agree that solid waste-resource management will be provided by the "Valley Region Solid Waste-Resource Management Authority", referred to in this Agreement as the "Authority".

MEMBERS

4. The Authority shall not have members. Decision making and management of the Authority will be carried out by the Board of Directors of Valley Regional Services, which is established and governed by the Valley Regional Services Agreement.

DECISIONS

5. Any decision requiring the agreement of the parties hereto shall be decided by the Board of Directors of Valley Regional Services in accordance with the Valley Regional Services Agreement, and the parties hereto and the Authority hereby delegate their authority to the Valley Regional Services Board of Directors.

OBJECTS

6. (1) Solid waste-resource management for the parties will be provided by the Authority in accordance with the Terms of Reference appended as Schedule "A" and in accordance with the annual solid-waste resource management operating plan and budget approved by the Board of Directors of Valley Regional Services.

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

7. Solid waste-resource management for the purposes of this Agreement shall include:

- (i) source reduction programs;
- (ii) reuse programs;
- (iii) public education and awareness of solid waste-resource management;
- (iv) source separation programs;
- (v) backyard, on-site and other at-source composting;
- (vi) solid waste-resource collection in the residential sector;
- (vii) central composting;
- (viii) processing and marketing of recyclable materials;

- (ix) household hazardous waste management;
 - (x) construction and demolition debris management;
 - (xi) transfer and transportation of solid waste-resource materials;
 - (xii) disposal of residual waste; and
 - (xiii) other solid waste-resource management programs and activities as agreed to by the parties in accordance with section 5.
8. The provision of solid waste-resource management by the Authority, for the purposes of this Agreement, includes the provision, operation, management and maintenance of physical facilities necessary to provide the services listed in section 7.

ACQUISITION AND DISPOSITION OF CAPITAL ASSETS/BORROWING POWERS

9. (1) The cost-sharing formula is set out in section 14, and an example of the application of the cost-sharing formula (in effect in 2025-2026) is attached as Schedule “B”.
- (2) Any capital asset created or acquired by the Authority shall be owned by the Authority.
- (3) The parties shall provide the necessary financing from their own resources needed to acquire or create capital assets on behalf of the Authority, within 60 days of a request by the Authority, in the same proportions as the cost-sharing formula detailed in subsection (1) above.
- (4) The Authority shall have the power to establish the following reserve funds: a facility closure and post-closure care reserve, a capital replacement reserve, and an equipment reserve.
- (5) The Authority shall have the power to accept gifts, assignments, devises and bequests of real and personal property and to apply them to the general purpose of the Authority.
- (6) The Authority shall have the power to acquire real and personal property by deed, will, gift or lease or in any other manner and lease, sell or otherwise dispose of its property, subject to section 10, or any part thereof.
- (7) Notwithstanding subsection (3) above, the Authority shall have the authority to borrow money from the Nova Scotia Department of Finance and Treasury Board or any bank, credit union or financial institution where permitted, at prevailing interest rates for any lawful purpose of the Authority, including the financing or refinancing of tangible capital assets and the establishment of an operating line of credit for current annual expenditures, subject only to sections 88(1) and 88(2) of the *Municipal Government Act* and the requirement that such borrowing, other than the operating line of credit referred to herein, must be approved in the annual operating plan and budget for the Authority or in a supplemental budget of the Authority.
- (8) Upon the effective date of this Agreement, the parties agree to guarantee their proportional share of existing issuances of the Authority’s long-term debt. For greater certainty, the parties hereby agree to their proportional guaranteed share of present-day long-term debt in accordance

with Schedule “C” of this Agreement. The parties further commit to the issuance or reissuance of their guarantees as applicable in Schedule “C” within the format prescribed by the Province of Nova Scotia and within three months of the effective date of this Agreement.

10. No capital asset valued at greater than \$100,000 shall be disposed of by the Authority unless approved in accordance with section 5.

SERVICES AND CONTRACTS

11. The Authority is empowered to make provision for the use of equipment, facilities, services and personnel necessary or advisable to carry out the responsibilities assigned to it by this Agreement.
12. The Authority may contract with any person, including a municipal unit and a municipal unit that is party to this Agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to it by this Agreement.

FEES TO PUBLIC

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

OPERATIONAL COSTS

14. (1) Upon implementation of this Agreement, the net operational costs of the Authority (i.e. gross operating costs minus operating revenues), shall be paid by the parties according to shares issued on equal blend of population and uniform assessment for each of the respective parties, as specified in section 9(1) and amended annually using figures current at the time.

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

(3) Operating costs may include the following:

- (i) wages and salaries for personnel employed directly by the Authority for the purposes of the Authority;
- (ii) the payment of fees to contractors;
- (iii) principal and interest charges on debts incurred by the Authority or by the parties on behalf of the Authority;
- (iv) maintenance and repair expenses for any property operated by the Authority for the purposes of the Authority;
- (v) preparation, inspection, delivery, installation and removal of materials, plants, tools and supplies;

- (vi) travelling expenses properly incurred by employees or members of the Authority for the purposes of the Authority;
- (vii) rentals of equipment whether from a party to this Agreement or otherwise, including any applicable insurance cost, transportation cost, cost of loading and unloading, registration fees, cost of installation, dismantling and removal, repair and replacement (exclusive of repairs necessitated by defects when acquired);
- (viii) expendable materials, supplies, light, power, heat, water, and tools except those customarily provided by tradespeople;
- (ix) advertising, promotional and educational costs;
- (x) assessments made under the *Workers Compensation Act*, employment insurance, Canada Pension Plan contributions, vacation pay, or paid vacations and other statutory requirements, sales and other taxes;
- (xi) other permissive employee benefits, as approved by the Authority;
- (xii) administration costs of the Authority including payment of staff and reimbursement of expenses to the members, legal and audit fees, and like costs;
- (xiii) depreciation allowances to be based on the estimated useful life of the capital acquisitions to be devoted to replacement or enhancement of capital facilities, provided that interest earned by the fund becomes part of the fund;
- (xiv) payments into reserve funds pursuant to section 9(4);
- (xv) premiums for liability, errors and omissions, plant and equipment and other insurance policies;
- (xvi) payments to Valley Regional Services for costs incurred by Valley Regional Services or payments to Kings Transit Authority and for services provided by Valley Regional Services or Kings Transit Authority to the Authority; and
- (xvii) other expenses deemed necessary provided that they are consistent with this Agreement.

ANNUAL OPERATING PLAN

15. No later than 90 days before the beginning of the fiscal year, the Authority must submit the proposed annual operating plan and budget to the Valley Regional Services Board of Directors for approval after having consulted with the CAOs of the parties or their designates in the development of the plan and budget.

PAYMENTS BY PARTIES

16. The Authority shall bill the parties for its operations pursuant to a payment schedule approved in the annual operating budget which shall include four instalment payments. The parties must pay all bills within 30 days of the date of billing.
17. Any party which is more than 30 days in arrears shall pay interest on the arrears at a rate to be determined from time to time by the Authority.

BUDGET ESTIMATES

18. The Authority shall not expend funds in excess of the amounts approved in annual budget estimates or supplementary budget estimates, except in the case of an emergency and with the approval of the Valley Regional Services Board of Directors in accordance with section 5..
19. (1) Supplementary budget estimates for capital and operating expenses must be approved by the Valley Regional Services Board of Directors in the same manner as approval of the annual budget and operating plan.

(2) No later than 45 days following receipt of the recommendation from the General Manager, supplementary budget estimates must be considered by the Valley Regional Services Board of Directors and, if deemed appropriate, approved in accordance with section 5.

SUPPLEMENTARY PROGRAMS

20. Subject to and in accordance with a policy approved by the Valley Regional Services Board of Directors in accordance with section 5, each participating unit is free to supplement, from its own resources, the funds of the Authority or to supplement the services, programs and facilities provided by the Authority.

TIPPING FEES

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

MUNICIPAL GRANTS

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

FISCAL YEAR ANNUAL REPORT

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

(2) The accounts of the Authority shall be kept and reported on as required by the Financial Reporting and Accounting Manual prescribed under regulation to the *Municipal Government Act*, and in accordance with Canadian public sector accounting standards (“PSAS”), applicable as at the relevant date.

COMPLEMENTARY BY-LAWS

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

NEW PARTIES

26. New parties may only be added to this Agreement upon agreement of the parties.

WITHDRAWAL BY PARTY

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

(2) A party that provides written notice of intention to withdraw cannot withdraw, renew or extend that notice. Once a party has provided written notice, that party shall cease to be a party to this Agreement effective on the intended withdrawal date set out in the notice.

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

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

EFFECTIVE DATE

28. This amended and restated Agreement shall be in effect as of the date at the top of the first page.

DISSOLUTION

29. (1) The Authority may only be dissolved upon approval of the Valley Regional Services Board of Directors in accordance with section 5.

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

APPLICABLE LAWS

30. This Agreement is governed by the law of Nova Scotia.

ARBITRATION

31. If any disagreement arises among the parties as to the proper interpretation of this Agreement that cannot be resolved by mediation, the dispute shall be resolved in accordance with the dispute resolution provisions of the Valley Regional Services Agreement.

ENTIRE AGREEMENT

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

BODY CORPORATE

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

EXECUTION

34. This Agreement may be executed in several counterparts. A copy of a signed counterpart may be delivered by fax, PDF or other electronic means which shows a reproduction of the signature.

[Remainder of page intentionally left blank – signature pages follow]

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

Witness

Witness

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

Witness

Witness

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

Witness

Witness

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

Witness

Witness

TOWN OF BERWICK

Mayor

Chief Administrative Officer

TOWN OF KENTVILLE

Mayor

Chief Administrative Officer

TOWN OF WOLFVILLE

Mayor

Chief Administrative Officer

MUNICIPALITY OF THE COUNTY OF KINGS

Mayor

Chief Administrative Officer

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

Witness

Witness

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

Witness

Witness

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

Witness

Witness

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

Warden

Chief Administrative Officer

TOWN OF MIDDLETON

Mayor

Chief Administrative Officer

TOWN OF ANNAPOLIS ROYAL

Mayor

Chief Administrative Officer

SCHEDULE A
VALLEY SOLID WASTE-RESOURCE MANAGEMENT REGION
TERMS OF REFERENCE

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

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

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

1. To develop an integrated solid waste-resource management system for the participating municipal units in the Valley Region which is environmentally sound, socially acceptable and financially feasible;
2. To strive for an optimum balance between maximizing long term benefits with regards to waste-resource diversion from disposal and minimizing the capital and operating costs of implementing the solid waste-resource management system;
3. To develop programs aimed at waste reduction, reuse, recycling, composting, household hazardous waste, construction and demolition debris, and residual waste management which will support the goals of the Environmental Goals and Climate Change Reduction Act by helping the province achieve its target of reducing solid waste disposal to no more than 300 kilograms per person per year by year 2030 and which will comply with the disposal bans imposed by the Solid Waste-Resource Management Regulations;
4. To exceed the Provincially mandated diversion targets where it is deemed environmentally, socially and/or financially beneficial to do so;
5. To increase public awareness and participation in the solid waste-resource management system;
6. To consult with the public in order to ensure that decisions made by the Authority are sensitive to the needs and desires of the population of the Parties as whole; and
7. To operate the solid waste-resource management system in a financially responsible and equitable manner on behalf of the Parties.

Schedule B
Valley Solid Waste-Resource Management Authority
Funding Methodology Example for 2025-2026

Municipal Unit	Population*	Percent Allocation	2025/26 Uniform Assessment	Percent Allocation	50/50 Weighting of Allocations
Municipality of Kings	48,772	57.96%	\$ 5,263,090,135	58.59%	58.28%
Municipality of Annapolis	18,834	22.38%	\$ 1,758,323,428	19.57%	20.98%
Town of Kentville	6,630	7.88%	\$ 746,704,410	8.31%	8.10%
Town of Wolfville	5,057	6.01%	\$ 752,247,102	8.37%	7.19%
Town of Berwick	2,455	2.92%	\$ 225,263,152	2.51%	2.71%
Town of Middleton	1,873	2.23%	\$ 142,079,560	1.58%	1.90%
Town of Annapolis Royal	530	0.63%	\$ 94,839,466	1.06%	0.84%
Total	84,151	100.00%	\$ 8,982,547,253	100.00%	100.00%

* 2020 Census Data: <https://www12.statcan.gc.ca/census-recensement/index-eng.cfm?MM=1>

SCHEDULE "C"

Existing Debenture Guarantees

Debenture	Guarantee Proportions							Debenture Termination Date	Notes
	Original Debenture Amount	May 2025 Value of Debenture	Kings	Kentville	Wolfrville	Berwick	Middleton Ann. Royal		
"REV/SED" MFC Debenture #37-A-1	1,330,333.07	399,096.47	83.46%	6.54%	5.39%	2.28%	1.67%	0.66%	9-Nov-27 Annapolis County already settled their portion of this debenture
"REV/SED" MFC Debenture #38-A-1	571,548.31	54,813.97	74.71%	9.95%	8.26%	3.53%	2.55%	1.00%	30-May-28 Annapolis County already settled their portion of this debenture
MFC Debenture #41-A-1	462,731.00	318,959.00	74.56%	10.05%	8.31%	3.53%	2.50%	1.05%	28-May-36
MFC Debenture #42-A-1	805,271.00	540,083.00	74.69%	9.99%	8.24%	3.53%	2.51%	1.04%	17-May-37
MFC Debenture #44-A-1	543,972.00	474,092.00	73.40%	10.33%	9.85%	3.08%	2.03%	1.31%	21-May-39
MFC Debenture #45-A-1	1,202,846.00	1,202,846.00	74.03%	10.26%	8.76%	3.45%	2.44%	1.06%	30-May-35

Note - this shows values after May 2025 interest and principal payments have been made

Adjustments Required to Debenture Guarantees

	Kings	Kentville	Wolfrville	Berwick	Middleton Ann. Royal	Annapolis
"REV/SED" MFC Debenture #37-A-1						
"REV/SED" MFC Debenture #38-A-1			no revision required			
MFC Debenture #41-A-1	58.92%	7.94%	6.57%	2.79%	1.98%	20.98%
MFC Debenture #42-A-1	59.02%	7.89%	6.51%	2.79%	1.98%	20.98%
MFC Debenture #44-A-1	58.00%	8.16%	7.78%	2.43%	1.60%	20.98%
MFC Debenture #45-A-1	58.50%	8.11%	6.92%	2.73%	1.93%	20.98%

As per Budget 2026	
58.28%	Municipality of Kings
8.10%	Town of Kentville
7.19%	Town of Wolfrville
2.71%	Town of Berwick
1.90%	Town of Middleton
0.84%	Town of Annapolis Royal
20.98%	Municipality of Annapolis

THIS AMENDED AND RESTATED KINGS TRANSIT AUTHORITY AGREEMENT is made this 30th day of June, 2025.

AMONG:

TOWN OF BERWICK, a municipal body corporate

- and -

TOWN OF KENTVILLE, a municipal body corporate

- and -

TOWN OF WOLFVILLE, a municipal body corporate

- and -

MUNICIPALITY OF THE COUNTY OF KINGS, a municipal body corporate

- and -

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS, a municipal body corporate

- and -

TOWN OF MIDDLETON, a municipal body corporate

- and -

MUNICIPALITY OF THE DISTRICT OF DIGBY, a municipal body corporate

WHEREAS the Towns of Berwick, Kentville and Wolfville and the Municipality of the County of Kings were parties to an IMSA (Inter-Municipal Services Agreement) dated April 1, 1999 establishing and setting out the powers and responsibilities of Kings Transit Authority;

WHEREAS the parties to this Agreement are also parties to an Agreement dated June 30th, 2025 to provide decision making and services to the Valley Region Solid Waste-Resource Management Authority ("Valley Waste") and to Kings Transit Authority (the "Valley Regional Services Agreement");

WHEREAS the parties to this Agreement wish to amend the April 1, 1999 Agreement.

The parties hereto agree to amend the April 1, 1999 Agreement to read as follows:

KINGS TRANSIT AUTHORITY

1. The purpose of this Agreement is to provide public transportation services, subject to the provisions of this Agreement, pursuant to section 55 of the *Municipal Government Act*.

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

PARTICIPATING MUNICIPALITIES

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

Town of Berwick;
Town of Kentville;
Town of Wolfville;
Municipality of the County of Kings,
Municipality of the County of Annapolis;
Town of Middleton;
Municipality of the District of Digby

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

MEMBERS

4. Kings Transit Authority shall not have members. Decision making and management of Kings Transit Authority will be carried out by the Board of Directors of Valley Regional Services, which is established and governed by the Valley Regional Services Agreement.

DECISIONS

5. Any decision requiring the agreement of the parties hereto shall be decided by the Board of Directors of Valley Regional Services in accordance with the Valley Regional Services Agreement, and the parties hereto and Kings Transit Authority hereby delegate their authority to the Valley Regional Services Board of Directors.

OBJECTS

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

ACQUISITION OF CAPITAL ASSETS

7. (a) Any capital asset created or acquired by Kings Transit Authority shall be owned by Kings Transit Authority.

- (b) The parties shall provide the necessary financing from their own resources needed to acquire or create capital assets on behalf of Kings Transit Authority, within 60 days of a request by Kings Transit Authority, in the same proportions as the cost-sharing formula detailed in section 11(a) or section 11(b), as applicable.
- (c) Notwithstanding subsection (b) above, Kings Transit Authority shall have the power to borrow money from the Nova Scotia Department of Finance and Treasury Board or any bank, credit union or financial institution where permitted, at prevailing interest rates for any lawful purpose of the Authority, including but not limited to capital costs and acquisitions, debt financing and refinancing, and the establishment of an operating line of credit for current annual expenditures, subject only to sections 88(1) and 88(2) of the *Municipal Government Act* and the requirement that such borrowing, other than the operating line of credit referred to herein, must be approved in the annual operating plan and budget for Kings Transit Authority or in a supplemental budget of Kings Transit Authority.
- (d) Kings Transit Authority shall have a capital reserve for replacement or refurbishing of assets.
- (e) Upon implementation of this Agreement, Kings Transit Authority shall purchase from the Municipality of the County of Annapolis a 2021 El Dorado EZ Rider bus for the purchase price of \$479,311 (net book value as of March 31, 2025). The source of the purchase funds shall be the Kings Transit Authority service partner capital grant reserve designated for the Municipality of the County of Annapolis.
- (f) Upon implementation of this Agreement, Kings Transit Authority shall purchase from the Municipality of the District of Digby a 2021 EZ Rider bus for the purchase price of \$444,645 (net book value as of March 31, 2025). The purchase price shall be paid as follows:
 - (i) Upon transfer of ownership of the bus, Kings Transit Authority shall pay \$196,077 from the Kings Transit Authority service partner capital grant reserve designated for the Municipality of the District of Digby;
 - (ii) The remainder of the purchase price of \$248,568 shall be paid in fiscal year 2025/2026 from public transportation funding grants provided by the Province of Nova Scotia to Kings Transit Authority, including but not limited to the Municipality of the District of Digby's annual percentage share of the 2025/2026 Province of Nova Scotia's annual Public Transit Assistance Program (PTAP) grant, from such other grant funding received from the Province of Nova Scotia for the purposes of public transportation services where payment for the bus is an eligible expenditure, and from Kings Transit Authority capital or equipment reserve.

POWERS

8. Kings Transit Authority may:

- (a) receive from any government or governmental body or agency grants of money or land and use, apply or convey them in accordance with the terms upon which they were made or for any purposes of Kings Transit Authority that are not inconsistent with the

grant;

- (b) accept gifts, assignments, devises and bequests of real and personal property and apply them to the general purposes of Kings Transit Authority or to a specific purpose of Kings Transit Authority;
- (c) acquire real and personal property by deed, will, gift or lease or in any other manner and lease, sell or otherwise dispose of its property or any part thereof;
- (d) improve, enlarge, repair, alter, equip, service, insure and maintain any building or buildings and any other property owned or leased by it;
- (e) acquire or purchase materials, machinery, motor vehicles and plant deemed requisite or advisable for public transportation services;
- (f) erect, acquire, purchase, alter, add to, improve, furnish or equip buildings or other facilities, for public transportation services;
- (g) enter into contracts or agreements to provide or to subsidize public transportation services. Kings Transit Authority may contract with any person, including a municipal unit and a municipal unit that is party to this Agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to it by this Agreement;
- (h) invest and deal with funds of Kings Transit Authority not immediately required for its purposes in the manner prescribed by the Province of Nova Scotia;
- (i) establish and collect user-pay fares from the public;
- (j) establish transit routes and schedules;
- (k) make policies with respect to:
 - (i) the adoption of a common seal and the execution by Kings Transit Authority of any deed, agreement, contract, negotiable instrument, security or other document;
 - (ii) the management of the property of Kings Transit Authority;
 - (iii) the conduct and duties of the officers and employees of Kings Transit Authority;
 - (iv) any matter relating to the conduct of the business and affairs of Kings Transit Authority.
- (l) do such other acts and things as are incidental to the attainment of its object or the exercise of its powers.

9. No capital asset valued at greater than one hundred thousand dollars (\$100,000) shall be disposed of by Kings Transit Authority unless approved in accordance with section 5.

GENERAL MANAGER and PERSONNEL

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

OPERATIONAL COSTS

11. (a) The net operational costs of Kings Transit Authority (i.e. gross operating costs minus operating revenues) for the fiscal year 2025/2026 shall be paid by the parties in the proportional shares set out in Schedule “A”.
- (b) Effective April 1, 2026, and each fiscal year thereafter the net operational costs of Kings Transit Authority (i.e. gross operating costs minus operating revenues) shall be paid by the parties according to a proportional share by each party based on an equal blend of the following:
- (i) the number of dwelling units within 1 km of an approved transit route as of September 30 of the preceding fiscal year;
- (ii) the taxable assessment of property [residential (capped assessment), resource and commercial] within 1 km of an approved transit route as of September 30 of the preceding fiscal year;
- (iii) the transit time as a percentage of total estimated transit time, based on the transit times current at the time the sharing formula is adjusted. When a transit route is located on a border between two parties the transit time shall be allocated equally between the two parties.
- (c) The sharing formula for net operational costs shall be adjusted annually.
- (d) An example of the calculation of the parties’ shares of net operational costs is set out in Schedule “B”.
- (e) Alternate means of raising revenue, such as advertising revenues, fees, and/or other means shall be employed, as deemed appropriate or advisable by Kings Transit Authority, to augment or replace the cost-sharing formula described in subsection (a) above, provided that such charges or alternate means are consistent with the approved annual operating plan and budget.
- (f) Operating costs may include the following:

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

OPERATING BUDGET

12. (a) No later than 90 days before the beginning of the fiscal year, Kings Transit Authority

shall submit the proposed annual operating plan and budget to the Valley Regional Services Board of Directors after having consulted with CAOs of the parties or their designates in the development of the plan and budget;

- (b) No later than 30 days before the beginning of the fiscal year, the Valley Regional Services Board of Directors shall consider and if deemed appropriate approve, in accordance with section 5, the proposed annual operating plan and budget.
 - (c) To be implemented, the operating plan and budget requires the approval of the Valley Regional Services Board of Directors under section 5.
- 13. Kings Transit Authority shall bill the parties for its operations pursuant to a payment schedule approved in the annual operating budget which shall include four instalment payments. The parties must pay all bills within 30 days of the date of billing.
- 14. Any party which is more than 30 days in arrears shall pay interest on the arrears at a rate to be determined from time to time by Kings Transit Authority.
- 15.
 - (a) Supplementary budget estimates for capital and operating expenses must be approved by the Valley Regional Services Board of Directors in the same manner as approval of the annual budget and operating plan.
 - (b) No later than 45 days following receipt of the recommendation from the General Manager, supplementary budget estimates must be considered by the Valley Regional Services Board of Directors and, if deemed appropriate, approved in accordance with section 5.
- 16. Kings Transit Authority shall not expend funds in excess of the amounts approved in annual budget estimates or supplementary budget estimates, except in the case of an emergency and with the approval of the Valley Regional Services Board of Directors in accordance with section 5.
- 17. All fares and other revenues shall be set by Kings Transit Authority and become part of its budget.

SUPPLEMENTARY SERVICES

- 18. Subject to and in accordance with a policy approved by the Valley Regional Services Board of Directors, each party may provide free intermittent transit services other than free transit services that are provided by Kings Transit Authority to all customers, but the cost or lost revenue resulting from a party providing free transit services must be paid by that party at a rate determined by the Valley Regional Services Board of Directors by policy.

AUDITOR

- 19.
 - (a) The Valley Regional Services Board of Directors shall appoint an auditor who shall be a registered municipal auditor under section 457 of the *Municipal Government Act*.

- (b) Kings Transit Authority shall submit to the council of each of the participating municipalities audited financial statements for the preceding fiscal year, such statements to be submitted not later June 30 in each fiscal year.
 - (c) Kings Transit Authority shall, not later than June 30 in each fiscal year, also make an annual report to the councils of the participating municipalities setting out its activities for the preceding fiscal year.
 - (d) The accounts of Kings Transit Authority shall be kept and reported on as required by the Financial Reporting and Accounting Manual prescribed under regulation to the Municipal Government Act, and in accordance with Canadian public sector accounting standards (“PSAS”), applicable as at the relevant date.
20. The parties may apply for grants on behalf of Kings Transit Authority for which the parties are eligible but for which Kings Transit Authority is not eligible. Any grants so acquired shall be credited to Kings Transit Authority and shall be additional to the party’s share of the cost of Kings Transit Authority providing that Kings Transit Authority shall reimburse the party according to the party’s share of the grant revenue.
21. The fiscal year of Kings Transit Authority is the municipal fiscal year (April 1 - March 31).

BY-LAWS

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

WITHDRAWAL OF PARTY

24. (a) The council of any party wishing to withdraw from this Agreement must give notice of withdrawal to the councils of the other parties, with a copy to Kings Transit Authority, not less than one year prior to the intended withdrawal date, which shall be the end of the fiscal year of the year specified in the notice of withdrawal.
- (b) A party that provides written notice of intention to withdraw cannot withdraw, renew or extend that notice. Once a party has provided written notice, that party shall cease to be a party to this Agreement effective on the intended withdrawal date set out in the notice.
- (c) Any party withdrawing from this Agreement remains responsible for its share of any liabilities of Kings Transit Authority incurred to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by Kings Transit Authority as a result of the withdrawal.
- (d) Any party to this agreement which exercises its right to withdraw from the agreement

ceases to have any interest in any assets created or acquired by Kings Transit Authority and any assets shall be distributed among the remaining parties upon dissolution of Kings Transit Authority in accordance with section 5.

DISSOLUTION

25. (a) Kings Transit Authority may only be dissolved upon a unanimous vote by the Directors of the Valley Regional Services Board of Directors who represent the parties to this agreement.
 - (b) Upon dissolution, Kings Transit Authority may make arrangements for the liquidation and distribution of its assets in payment of its liabilities.
 - (c) After all of the liabilities of Kings Transit Authority have been paid, the balance shall be distributed to the remaining parties, and any deficit shall be paid by them, in proportion to the accumulated contributions to Kings Transit Authority by the parties at the time of dissolution.
26. This amended and restated Agreement shall be in effect as of the date at the top of the first page.
 27. This Agreement is governed by the law of Nova Scotia.
 28. If any disagreement arises among the parties as to the proper interpretation of this Agreement that cannot be resolved by mediation, the dispute shall be resolved in accordance with the dispute resolution provisions of the Valley Regional Services Agreement.
 29. The parties agree that this is the entire agreement among the parties with respect to the regional provision of public transportation services and that this Agreement may only be altered by agreement in writing by all of the parties.

EXECUTION

30. This Agreement may be executed in several counterparts. A copy of a signed counterpart may be delivered by fax, PDF or other electronic means which shows a reproduction of the signature.

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

[Remainder of page intentionally left blank – signature pages follow]

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

Witness

Witness

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

Witness

Witness

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

Witness

Witness

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

Witness

Witness

TOWN OF BERWICK

Mayor

Chief Administrative Officer

TOWN OF KENTVILLE

Mayor

Chief Administrative Officer

TOWN OF WOLFVILLE

Mayor

Chief Administrative Officer

MUNICIPALITY OF THE COUNTY OF KINGS

Mayor

Chief Administrative Officer

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

Witness

Witness

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

Witness

Witness

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

Witness

Witness

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

Warden

Chief Administrative Officer

TOWN OF MIDDLETON

Mayor

Chief Administrative Officer

MUNICIPALITY OF THE DISTRICT OF DIGBY

Warden

Chief Administrative Officer

**SCHEDULE “A”
BUDGET COST SHARES – 2025/2026**

Operational Budgetary Funding	Prior Contract- Q1 Funding	Q1 Adjustment ¹	Normalized Q1 ¹	Q2 Funding	Q3 Funding	Q4 Funding	Annual Budgetary Funding	July 2026 Contract Funding %
Municipality of Kings	471,082.80	(176,656.05)	294,426.75	364,728.13	199,488.11	199,488.11	1,234,787.15	41.4%
Town of Kentville	157,027.60	(58,885.35)	98,142.25	121,485.58	66,315.10	66,315.10	411,143.38	13.8%
Town of Wolfville	117,770.70	(44,164.01)	73,606.69	89,696.42	46,900.80	46,900.80	301,268.71	9.7%
Town of Berwick	39,256.90	(14,721.34)	24,535.56	31,472.63	18,781.24	18,781.24	108,292.00	3.9%
Annapolis County	206,231.75		206,231.75	347,023.84	95,352.42	95,352.42	743,960.43	19.8%
Town of Middleton	-		-	18,942.74	17,885.48	17,885.48	54,713.71	3.7%
District of Digby	106,226.75		106,226.75	177,929.47	37,178.69	37,178.69	358,513.61	7.7%
accumulative funding proportion	1,097,596.50	(294,426.75)	803,169.75	1,151,278.80	481,901.85	481,901.85	3,212,679.00	
	34 %			70%	85%	100%		
¹ Core partners adjusted to 25% of annual funding / equivalent level to service partners, receive credit on Q2 funding invoice								
Capital Funding	Prior Contract- Q1 Funding	Q1 Adjustment ¹	Normalized Q1 ¹	Q2 Funding	Q3 Funding	Q4 Funding	Annual Capital Funding	
Municipality of Kings	12,000.00			8,279.20	8,279.20	8,279.20	36,837.60	
Town of Kentville	4,000.00			2,752.22	2,752.22	2,752.22	12,256.67	
Town of Wolfville	3,000.00			1,946.49	1,946.49	1,946.49	8,839.46	
Town of Berwick	1,000.00			779.46	779.46	779.46	3,338.39	
Annapolis County				3,957.34	3,957.34	3,957.34	11,872.01	
Town of Middleton				742.29	742.29	742.29	2,226.86	
District of Digby				1,543.00	1,543.00	1,543.00	4,629.00	
	20,000.00	-	-	20,000.00	20,000.00	20,000.00	80,000.00	

SCHEDULE “B”
BUDGET COST SHARES –Sample calculation of sharing of operational costs

Kings Transit Authority

Statement of Revenues and Expenditures

Operating Budget

	2025-2026 Budget
Revenue	
Fares	892,320
Advertising income	24,000
	<u>916,320</u>

*Note - for illustrative purpose only as
funding factors will not be applied to entire
fiscal year 2025-2026*

Expenses	
Compensation - administration	776,484
Route operations costs	1,241,873
Fuel	594,996
Insurance	217,899
Bus maintenance and repairs	1,032,386
Administrative	265,361
	<u>4,128,999</u>
Net Operating Loss	<u>(3,212,679)</u>

<i>Funding Allocation for 2025-2026</i>	Dwelling Units With 1KM Radius of Corridor	Taxable Assessed Value within 1KM Radius	Driving Time	Weighted Average	Net Operating Loss Allocation
Municipality of Kings	45.3%	46.1%	32.8%	41.4%	(1,329,921)
Town of Kentville	14.0%	10.4%	16.9%	13.8%	(442,101)
Town of Wolfville	12.5%	9.0%	7.7%	9.7%	(312,672)
Town of Berwick	4.3%	4.7%	2.7%	3.9%	(125,208)
Annapolis County	15.9%	19.5%	24.0%	19.8%	(635,683)
Town of Middleton	3.1%	4.2%	3.9%	3.7%	(119,237)
District of Digby	4.8%	6.3%	12.0%	7.7%	(247,858)
Weighting Factor	33.3%	33.3%	33.3%	100.0%	<u>(3,212,679)</u>

NOTE: The dwelling units, taxable assesment, and driving time in the Town of Annapolis Royal are included with Annapolis County

Governance & Funding

Valley Waste & Kings Transit

IMSA Board presentation

June 11, 2025

Interim IMSA - “Pilot” Governance Structure: Board Composition

- ▶ Board - Mayors and Warden of the Participating Units - since 2021:
 - ▶ County of Annapolis - 1 member (Warden)
 - ▶ Town of Annapolis Royal - 1 member (Mayor)
 - ▶ Town of Berwick - 1 member (Mayor)
 - ▶ Town of Kentville - 1 member (Mayor)
 - ▶ County of Kings - 1 member (Mayor)
 - ▶ Town of Middleton - 1 member (Mayor)
 - ▶ Town of Wolfville - 1 member (Mayor)
- ▶ District of Digby became party to agreement in July 2024
- ▶ Kings Transit Authority & Valley Waste Resource-Management Authority parties to the agreement & delegated authorities to IMSA Board
- ▶ Decision-making: IMSA Board matters - “pilot”:
 - ▶ Valley Waste - determine if economies of scale exist, benefits collective approach, analyze user pay approach (MNP cost accounting)
 - ▶ KTA - assess participation of all parties (WSP Transit Master Plan)

Current Agreements

Core Partners & Service Partners

Valley Waste

- ▶ 6 core partners (voting)
 - ▶ Kings
 - ▶ Wolfville
 - ▶ Kentville
 - ▶ Berwick
 - ▶ Middleton
 - ▶ Annapolis Royal
- ▶ 1 service partner
 - ▶ Annapolis County

Kings Transit

- ▶ 4 core partners (voting)
 - ▶ Kings
 - ▶ Kentville
 - ▶ Wolfville
 - ▶ Berwick
- ▶ 2 service partners
 - ▶ Annapolis County
 - ▶ Middleton - annual grant to A.C.
 - ▶ Annapolis Royal - annual grant to A.C.
 - ▶ District of Digby
 - ▶ Town of Digby - annual grant to D.D.

Cost sharing formula percentages - current

Valley Waste (2025/2026 budget)

- ▶ 50% population & 50% uniform assessment:
 - ▶ Kings - 58.28%
 - ▶ Annapolis County - 20.98%
 - ▶ Kentville - 8.10%
 - ▶ Wolfville - 7.19%
 - ▶ Berwick - 2.71%
 - ▶ Middleton - 1.90%
 - ▶ Annapolis Royal - 0.84

Kings Transit

- ▶ Kings - 60% (13,958*)
- ▶ Kentville - 20% (4,561*)
- ▶ Wolfville - 15% (3,425*)
- ▶ Berwick - 5% (1,174*)
- ▶ Service Partners
 - ▶ Direct costs (drivers, mechanics, parts, etc.) net of direct revenues
 - ▶ Indirect costs - all indirect costs pooled and allocated based on % of ridership
 - ▶ Capital - purchase/own fleet for service partner area
 - ▶ Receive grants from Towns:
 - ▶ Middleton - \$20,000
 - ▶ Annapolis Royal - \$5,000
 - ▶ Town of Digby - \$10,000

*Population numbers determined with Department of Housing & Municipal Affairs in 1996.

WSP - Transit Master Plan (May 2024)

Governance/Parties:

- ▶ WSP has recommended that a unified funding and governance model be adopted by all municipalities currently receiving and benefiting from Kings Transit services.
- ▶ Without a unified model WSP believes it will be difficult to sustain and make improvements to Kings Transit Services.

WSP Recommendation - funding formula:

- ▶ 50% service time (hours/minutes within each jurisdiction)
 - ▶ Links funding to service provided & predictable and simple to calculate.
- ▶ 50% boardings within each jurisdiction - “shadow fare” (net of fare revenue in that jurisdiction).
 - ▶ High degree of attribution (requires manual or automated system).
 - ▶ May be viewed as disincentive to encourage ridership.

WSP alternatives identified - funding formula:

- ▶ Population of the municipalities - similar to status quo for Core Partners.
- ▶ Population within a specified radius of service - ex. 1 km.
 - ▶ Greater attribution to those who receive the service versus simple population.
 - ▶ Administrative effort to determine (HRM uses service radius to apply area rate).

CAO Committee

Funding formula elements not recommended

- Boardings/Ridership: Allocating ridership to individual municipal units is problematic for several reasons including the identification of which municipal unit should be allocated a rider (place or residence, where the boarding occurred, when a service agency provides a transit pass to a client, etc.).
- Municipal unit population: There are significant geographic areas of the rural municipalities that are not considered serviced by transit due to the distance from existing transit routes.

CAO Committee

Endorsed KTA funding formula

- Transit Corridor: The use of a transit corridor (2 km. corridor – 1 both sides of route) for bus routes is reflective of resident and business access to service and is used and accepted in other municipal jurisdictions in Nova Scotia (HRM, CBRM).
- Tax Base: The use of taxable assessment values within a transit corridor would provide an element of “ability to pay” (capped assessment for residential property).
- Dwelling Units: The use of dwelling unit counts with a transit corridor would be consistent with the existing KTA formula (population served) and the data is readily available from the PVSC so it would be simpler to obtain and use.
- Service Time: The use of service time would incorporate a user pay element for municipal partners to ensure that net cost sharing would be adjusted due to the increase of transit route frequency and/or route distance.
- Formula: 1/3 allocation for taxable assessment of parties in corridor; 1/3 allocation for dwelling units of parties in corridor; and, 1/3 service time.

KTA Transitional funding model

2025/2026 fiscal year

- The first quarter payment by the parties will use existing approach for core partners, and service partners.
- The remaining three quarters will use the proposed new formula for operating and capital expenditures.
- Increases and decreases in funding because of the new formula will be transitioned in at 50% for the remaining three quarters of the fiscal year.

MNP - Report to IMSA Board (June 2024)

- ▶ Based on our (MNP) work, it was estimated that for the current partners, 38.53% of incoming volume comes from curbside and 61.47 % from scale
- ▶ We ran a pilot project in an attempt to allocate costs direct to a municipal unit based on where the waste originated
- ▶ Using total volumes in 2023 (without Annapolis collection) of 41,977 tons, 25,803 from drop offs and 16,175 from curbside, and using our pilot project to allocate curbside to each unit, we developed a formula that allocated shareable costs to each unit made up of 38.53% based on volume, 30.74 based on assessment and 30.74% based on population
- ▶ Our findings led us to conclude that while cost sharing on volume would be beneficial, the change in the sharing % combined with the uncertainty around the data did not warrant including volume in the formula at this point in time.

Annapolis County: June 2024 invitation to rejoin Valley Waste as partner

- ▶ Council review and decision
- ▶ July 17, 2024 correspondence:
 - ▶ Considered fee for service vs. full equity partner
 - ▶ Based on 50% UA/50% population formula
 - ▶ Estimate of approximately 21% of net costs
 - ▶ 25/26 estimate = \$2,025,947 (based on directionally correct model)
- ▶ Council unanimously agreed to rejoin Valley Waste as partner effective April 1, 2025 (letter attached to RFD)

Valley Waste Funding

Cost sharing on volume not recommended - summary report submitted to CAO Committee (attached to RFD)

▶ Curbside

- ▶ Daily collection areas established - not dedicated to municipal boundaries
- ▶ Collection vehicles cross municipal boundaries
- ▶ Collection vehicle routes vary frequently (equipment availability, weather, staffing)
- ▶ Increased collection costs anticipated if Valley Waste requested routes dedicated to municipal units
- ▶ Annapolis County experience: 21.39% of Valley Waste volume vs. 21.095% U.A./Pop.

▶ Residential & Commercial Haulers

- ▶ Commercial Haulers cross municipal boundaries and do not track location of business
- ▶ Potential increase to customers of commercial haulers if commercial haulers not permitted deliver loads with materials from more than one municipality
- ▶ Weigh scale does not track by civic address
- ▶ Tipping fees attribute costs to users
- ▶ Remaining net costs estimated at 6.4% (this varies year to year)

Governance

Recommended features of current IMSA

- Participating municipal units have only one representative on the Board which ensures the Board is representative and efficient in size. Proportional membership on the Board could create a Board that is more cumbersome and unwieldy in size.
- Board representatives shall be the Mayor or Warden of participating municipal units which increases the likelihood that Board members will be experienced elected officials with comprehensive understanding of the primary governance role of Board members, along with a good understanding of meeting procedure and the importance or robust communication with their Councils on the priorities and activities of the Board.
- “Weighted” voting is present for substantive “special resolution” matters. The current IMSA has a simple weighted voting mechanism for special resolutions requiring majority support which must include the representative from the County of Kings.

IMSA Agreements

- ▶ Drafting: Charles Thompson & CAO Committee
- ▶ Three agreements
 - ▶ New/Replace “pilot” IMSA = “Valley Regional Services”
 - ▶ Amended - Valley Waste & KTA
- ▶ Key Provisions:
 - ▶ Parties to the Agreements
 - ▶ Valley Regional Services - 8 parties
 - ▶ Town of Digby withdrew on June 4, 2025 (letter attached to RFD)
 - ▶ Valley Waste - 7 parties (Kings, Wolfville, Kentville, Berwick, Annapolis, Middleton, Annapolis Royal)
 - ▶ KTA - 7 parties (Kings, Wolfville, Kentville, Berwick, Annapolis, Middleton, District of Digby)
 - ▶ Valley Waste & KTA continue as bodies corporate & the parties delegate authority to Valley Regional Services
 - ▶ New Parties - permitted with the approval of all parties

IMSA Agreements

Key provisions continued

- ▶ Board of Directors
 - ▶ Mayor/Warden for each of the parties is Director
 - ▶ Alternate Director:
 - ▶ Each party to appoint, must be member of Council
 - ▶ May participate in discussion & vote only when party's Director is absent
 - ▶ May attend meetings (observer)
 - ▶ Chair/Vice Chair - annual appointment (must be party to both Valley Waste & KTA)
- ▶ Voting
 - ▶ Must vote on all questions (unless conflict), if Director does not vote then vote considered in the negative
 - ▶ Eligibility to vote:
 - ▶ Valley Regional Services - 8 parties
 - ▶ Valley Waste - 7 parties
 - ▶ KTA - 7 parties

IMSA Agreements

Key provisions continued

- ▶ Decision making
 - ▶ Simple majority (except special resolution)
 - ▶ Special resolution - for budget approval & borrowing, majority of Directors eligible to vote and must include Kings Director
- ▶ Closed sessions: only parties eligible to vote (Valley Waste or KTA parties) including CAOs of parties
- ▶ Powers - existing powers in Valley Waste & KTA agreements (updated)
- ▶ Budget/Operating Plans:
 - ▶ Approved by Board (no longer recommendation to the parties)
 - ▶ Submitted to Board no later than 90 days before start of fiscal year
 - ▶ CAO consultation before submitted to the Board
 - ▶ Budget to include instalment payment plan for the parties (four quarterly instalments)

IMSA Agreements

Key provisions continued

- ▶ **Dispute Resolution**
 - ▶ General: mediation first, if unresolved party may send to arbitration
 - ▶ Budget: if special resolution fails to pass because Kings Directors votes against
 - ▶ 30 days for Kings to submit budget to Board
 - ▶ Kings budget fails to pass then arbitration (within 30 days if possible)
 - ▶ Arbitrator can select initial budget, Kings budget, or elements of each
- ▶ **Assets/Borrowing**
 - ▶ Valley Waste & KTA have authority to borrow
 - ▶ Parties may borrow or provide from own resources
 - ▶ Valley Waste existing debt - guarantees of the parties to be updated to reflect Annapolis County rejoining
- ▶ **Supplementary Services:** parties may provide supplementary services subject to Board policy

IMSA Agreements

Key provisions continued

- ▶ Withdrawal
 - ▶ At end of fiscal year
 - ▶ Notice not less than 1 year prior to withdrawal
 - ▶ May not rescind notice
 - ▶ Responsible for share of liabilities
 - ▶ Interest in assets ceases
- ▶ Dissolution
 - ▶ Unanimous vote
 - ▶ Assets remaining distributed to parties at time of dissolution

Recommended motions

- ▶ That the Board of Directors recommend to the Council of the County of Kings, Town of Wolfville, Town of Kentville, Town of Berwick, County of Annapolis, Town of Middleton, Town of Annapolis Royal, and District of Digby the approval of the Valley Regional Services Agreement as tabled at the June 11, 2025 Board meeting;
- ▶ That the Board of Directors recommend to the Council of the County of Kings, Town of Wolfville, Town of Kentville, Town of Berwick, County of Annapolis, Town of Middleton, and Town of Annapolis Royal the approval of the amended and restated Valley Waste Agreement as tabled at the June 11, 2025 Board meeting;
- ▶ That the Board of Directors recommend to the Council of the County of Kings, Town of Wolfville, Town of Kentville, Town of Berwick, County of Annapolis, Town of Middleton, and District of Digby the approval of the amended and restated Kings Transit Authority Agreement as tabled at the June 11, 2025 Board meeting; and,
- ▶ That the Board of Directors recommend a Joint Special Council meeting of the parties be held on June x, 2025 for consideration and approval of the recommended agreements.