

# HALIFAX

P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 14.1.4**  
**Halifax Regional Council**  
**September 5, 2017**

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

Original Signed by



**SUBMITTED BY:**

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Jacques Dubé, Chief Administrative Officer

**DATE:** July 17, 2017

**SUBJECT:** Community Integration Fund – Otter Lake Landfill

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## **ORIGIN**

Council motion on June 13, 2017 “That Regional Council request a staff report on the merits of the development of a Community Integration Fund to compensate the affected communities around the Otter Lake Landfill.”

## **LEGISLATIVE AUTHORITY**

Clause 79(1)(an) of the *Halifax Regional Municipality Charter* provides that “Council may expend money required by the Municipality for ... solid-waste management facilities”.

Subsection 335(1) of the *Halifax Regional Municipality Charter* provides that “The Municipality may provide compensation to an area, to the property owners in an area or to the residents of an area in which a solid-waste management facility is located in amounts, and under the conditions, determined by the Council.”

## **RECOMMENDATION**

It is recommended that Halifax Regional Council not provide a community integration fund for the Otter Lake Landfill.

## **BACKGROUND**

In 1997, HRM and MIRROR NS executed the “Agreement for the Design, Construction and Operation of Components of Halifax Regional Municipality’s Solid Waste Facilities” (“1997 Agreement”). The 1997 Agreement was a 25 year contract and it provided the framework for operations of the Otter Lake Facilities. Under this contract MIRROR NS is responsible for

compliance with all applicable laws, insurance and bonding, inclusive of environmental impairment for thirty years post closure of the site. The operations contract was set to expire in 2024. The expiry date was based on the estimated useful life of the 9 landfill cells approved at the site.

In the 1996 Integrated Waste Resource Management Strategy it was identified within the Strategy Objectives to foster stewardship and conserve values through the “adoption of a no direct public financial compensation philosophy to local communities”

On October 6, 2015 Council directed staff to commence contract negotiations with MIRROR NS on an extension to the 1997 Agreement. On December 23, 2015 an agreement was successfully negotiated and executed between Halifax and MIRROR NS (the “2016 Agreement”). The 2016 Agreement expires the earlier of 20 years from January 1, 2016 or when Cell 9 reaches capacity. The 2016 Agreement provides the right of early termination for MIRROR NS as well as mutually agreeable extensions.

On May 20, 2016 the “Otter Lake Act” received Royal Assent. This Act restricts the height of the Otter Lake Landfill and limits the site to nine solid waste residual disposal cells. Site capacity and useful life cannot be expanded through constructing additional cells and/or through the vertical expansion of existing or future cells.

## **DISCUSSION**

### *Current Hosting / Monitoring Agreement*

A hosting / monitoring Agreement was established in 1999. The Agreement between the Halifax Regional Municipality and the Halifax Waste Resource Society (HWRS) is for the community monitoring of solid waste facilities at Otter Lake. This Agreement provides the community, through the HWRS and the Community Monitoring Committee (CMC), rights, responsibilities and obligations for operational oversight of the Otter Lake Facility. Historically the Halifax Region provided \$65,000 annually (2000 onward) to fund the work of the CMC. On February 23, 2016 Council approved a \$25,000 increase to the CMC’s annual allocation. The current annual allocation is \$90,000. This level of funding equates to approximately \$2 for every tonne of waste that is currently placed into the landfill annually.

The CMC budget for 2017/18 has been included as an attachment to this report and is summarized below.

Executive Director	\$38,000
Communications / Public Relations	\$30,000
Legal Services	\$ 7,000
<u>Engineering / Solid Waste Expert</u>	<u>\$15,000</u>
Total	\$90,000

### *HRM Community Integration Funding / Host Agreements*

Below are examples where the Halifax Region has used community integration funds. Integration funds have primarily been related to the expansion of existing projects or the development of new projects.

Harbour Solutions Community Integration Fund - The Halifax Harbour Solutions Project (HHSP) required new sewage treatment plants to be established within three communities. The municipality provided community integration funds in the amounts of \$1,000,000 for Halifax, \$1,000,000 for Dartmouth, and \$5,000,000 for Herring Cove.

Halifax Compost Facility Land Expansion Community Integration Fund - Additional land is required for the development of a new organics management facility. On April 25, 2017 Halifax Regional Council approved in principle a community integration fund be established in the amount of \$1,000,000 for the property expansion of 61 Evergreen Place. The property expansion requires HRM owned parkland that is within the Western Commons.

#### Sackville Landfill Compensation Fund

On November 25, 1993, the Community of Sackville Landfill Compensation Act became law (attached). The Act was created by the Province of Nova Scotia and its purpose was to establish a Fund to provide compensation to the Community of Sackville for acting as host community to the Landfill Site.

During the early 1990's the Halifax Region was in the process of developing a solid waste management strategy and siting a new landfill. A new landfill site could not be developed in time to accept waste once the existing cells at the Sackville Landfill were projected to be full. As a result an expansion at the Sackville Landfill was required. Additional cells were constructed and the landfill closed in December 1996.

The Sackville Landfill was a first generation landfill without the extensive environmental protections that exist today. Source separation programs for organics and hazardous materials did not exist and waste was deposited directly in the landfill generally without preprocessing. As a result, there were odor and vector (bird/animal) issues at the site which negatively impacted local residents. Some homes were in close proximity to the site (less than 500 meters). A leachate treatment facility operated by Halifax Water was constructed at the site to treat the landfill's leachate. The treated water was and continues to be discharged into the Sackville River. A hosting / monitoring agreement was not established for the site and there was no monitoring committee during the sites operation. There was a close out committee comprised of unpaid volunteers.

#### Otter Lake Landfill

The Otter Lake Landfill has an enhanced level of community protections established including a hosting / monitoring agreement (attached). The Otter Lake Landfill has a Front End Processor and Waste Stabilization Facility (FEP/WSF), a 3km separation from the nearest residence and well, a second generation landfill design with multiple geotextile membrane liners, and enhanced landfill gas management systems. In addition there are source separation programs which remove organic and other hazardous materials from the waste stream. The leachate generated at the site is transported and processed offsite at a Halifax Water waste water treatment plant and discharged into the Halifax Harbour. These investments have improved environmental protections, reduced nuisances and resulted in less of an impact to the surrounding community. There were no odor complaints in 2016. The site is monitored by a volunteer Community Monitoring Committee which receives annual funding from HRM.

With the restrictions from the Otter Lake Act the Otter Lake Landfill cannot be expanded. Essentially "The legislation will constrain the footprint of the landfill to the original approved dimensions."<sup>1</sup> The site operator confirmed (November 27, 2015) the remaining 3 cells (7, 8, &9) have a capacity of 2.5 million tonnes of waste. Cell 7 started to receive waste in June, 2017. The useful life of the facility is dependent on the volume of material that arrives annually. With the tip fee for processing waste at Otter Lake currently \$152/tonne, commercial haulers are diverting their waste to lower cost landfills. As a result of this diversion the useful life of the landfill has increased. If the

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<sup>1</sup> <http://otterlakecmc.ca/?p=290> "MLA Rankin Introduces Act to Keep Otter Lake Landfill Size As Originally Approved".

commercial material returns to the Otter Lake Landfill the useful life will be reduced. Below is an estimated useful life range of Otter Lake with the existing 2.5 million tonnes of available space.

Waste Stream	Estimated Useful Life (Years)
Residential - No Growth	54
Residential - 2% Growth	37
Residential & Commercial - No Growth	20
Residential & Commercial - 2% Growth	17

Waste Stream	Estimated Annual Tonnes
Residential Base Tonnes	46,000
Commercial Base Tonnes	80,000

Review of Community Hosting Agreements

There is no standard approach to how funding is calculated or distributed for landfill hosting agreements or community integration funds. After a literature review on hosting agreements, it was found that research on this topic is minimal. There is however a report from the United States Environmental Protection Agency (USEPA) titled “Host Community Compensation and Municipal Solid Waste Landfills” by Robin R. Jenkins, Kelly M. Maguire, and Cynthia Morgan. This report studied 104 American landfill operators to try to identify the nature of host compensation and determine why they vary dramatically across communities.

Within the study it was found that the majority of landfill operations do not provide compensation for host communities. Those that do, have various ways of calculating and providing compensation.

Type of Compensation <sup>2</sup>	
Type	Percent
Zero	52%
Per tonne of Waste	31%
Percent of Revenue	4%
In-kind Gifts	16%
Free Collections, Disposal, Recycling	11%
Preferential Hiring	3%

Community hosting agreements can take various approaches with regards to how compensation is calculated and provided. For example:

- per tonne disposal fee
- percent of revenue
- in-kind gifts
- preferential hiring practices

<sup>2</sup> “Host Community Compensation and Municipal Solid Waste Landfills” Robin R. Jenkins, Kelly M. Maguire, and Cynthia Morgan 2002.

The total compensation levels can also vary substantially based on thresholds established by the landfill operator or various levels of government. For example:

- minimum yearly / total contribution
- pay as you go contribution
- lump sum total contribution
- maximum yearly / total contribution

#### Hosting Agreements in Nova Scotia

A jurisdictional scan in Nova Scotia was completed to identify landfills that provide compensation to the host community.

- Colchester contributed \$150,000 in 1995-96 for a community center, with \$50,000 deposited into a trust account. The interest from the trust account is available for maintenance and operation of the community centre.
- Guysborough allocates \$0.20 for every tonne of garbage delivered to its facility into “The Green Fund”. This fund assists in environmental projects taking place in the community.
- Chester provides weight exemptions for residences when delivering their waste to their landfill.

#### Basis for Recommendation

There currently exists a hosting / monitoring agreement with the community. Funding was increased in 2016 to \$90,000 per year. This funding represents approximately \$2/tonne of waste landfilled annually. The \$90,000 has been included in the 2017/18 Council approved budget.

The investments in landfill infrastructure (WSF/FEP, cell design and construction, landfill gas management etc.) and the siting of the Otter Lake Landfill have greatly reduced the negative externalities to the host community compared to Sackville.

The Halifax Region has, in general, provided community integration funds for projects which were new to a community or expanded the existing use of an asset. Provincial legislation prohibits the expansion of the Otter Lake Landfill. As a result, no expansion of the landfill can occur. If additional cells were permitted thereby expanding the footprint into Regional Park Reserve or Regional Parkland it would be prudent to revisit the recommendation.

### **FINANCIAL IMPLICATIONS**

There are no financial implications associated with this report.

### **RISK CONSIDERATION**

The operational risks with the recommendation are minimal to none.

### **COMMUNITY ENGAGEMENT**

The Community Monitoring Committee wrote a letter to Mayor Savage seeking \$2.00 for every tonne disposed at the Otter Lake Facility (attached). This is the approximate level of funding the CMC receives on an annual basis through the existing host agreement.

An annual community integration fund of \$2.00 for every tonne disposed for Cells 7, 8 and 9 has an estimated cost of \$5,000,000.

### **ALTERNATIVES**

1. Direct the CAO to establish an annual community integration fund for every tonne disposed for Cells 7, 8 and 9, with an amount to be determined by Council. If selected, a subsequent staff report would be required to provide recommendations on how funding could be administered and allocated.
2. Direct the CAO to establish a community integration fund with a lump sum amount to be determined by Council. If selected, a subsequent staff report would be required to provide recommendations on how funding could be administered and allocated.

### **ATTACHMENTS**

CMC Budget Submission April 1, 2017-March 31, 2018  
The Community of Sackville Landfill Compensation Act  
The 1999 Agreement for Community Monitoring of Solid Waste Facilities  
May 9, 2016 Letter to Mayor Savage from CMC Re: Community Integration Fund

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Matt Keliher, Manager, Solid Waste, 902.490.6606

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MEMORANDUM

Date : November 29, 2016

To : Matt Keliher, Mgr, Solid Waste, HRM

From :  John Cascadden, Chair, CMC

Reference : CMC budget submission for the period from April 1, 2017 to March 31, 2018

Attachment : Proposed to The CMC Board on November 24, the CMC Operating Budget for 2017-18

Action taken by CMC : Subject to the Municipality 's review , the Board of CMC approved the Budget per the attached details for a total cost submission of \$ 90,000.

REFERENCE : ITEM 6 , CMC AGENDA FOR NOV. 24, 2016

2017-18 BUDGET RECOMMENDATION OUTLINED BELOW FOR CMC BOARD'S  
CONSIDERATION TOWARDS AN APPROVED BUDGET FOR ITS TIMELY SUBMISSION TO THE  
MUNICIPALITY

TO: MATT KELIHER, HRM MANAGER OF SOLID WASTE

FROM: JOHN CASCADDEN, CHAIR, CMC

SUBJECT: CMC 'S SUBMITTED OPERATING BUDGET FOR 2017-2018

CMC SUBMITS THIS YEAR'S BUDGET IN THE AMOUNT OF \$ 90,000. NET OF TAXES., THE  
SAME AMOUNT AS LAST YEAR. THE ESSENTIAL DETAIL OF CMC 'S PROGRAM EXPENDITURES  
IS PROVIDED BELOW -NOTING ANY CHANGES OVER LAST YEAR – UNDER THE FOUR  
CONTINUING TASK FUNCTIONS AS WERE IDENTIFIED IN OUR LAST SUBMISSION.

TASK	COMMENT	BUDGET
MANAGEMENT /ADMIN	EXECUTIVE DIRECTOR, MEETINGS	38,000
FINANCIAL REPORTI ACCOUNTING	RESEARCH, DEVELOPMENT FOR BOARD LIASON WITH MIRROR, HRM, NSE	
COMMUNICATIONS/ PUBLIC RELATIONS	MAINTENANCE OF WEBSITE, NEWSLETTERS, PREPARATION AND DELIVERY OF PUBLIC INFORMATION SESSIONS ON CHANGES CONTEMPLATED PREPARE ANNUAL REPORT CARD FOR ALL OUR PUBLICS INCLUDING HRM	30,000

LEGAL	COMPLETE PREPARATION AND DELIVERY	7,000
	OF A REVISED CMC AGREEMENT WITH THE	
	THE MUNICIPALITY REFLECTING CHANGES	
	IN THE WORKING RELATIONSHIPS WITH HRM	
	AND THEIR OPERATOR.	
ENGINEERING / SOLID WASTE EXPERTISE	PROVISION OF INDEPENDENT EXPERTISE	15,000
	FOR ANY SUBSTANTIAL CHANGES PROPOSED	
	AS IT MAY AFFECT THE LANDFILL OPERATIONS	
		TOTAL \$ 90,000

**ADDITIONAL DISCUSSION:**

AS IS STATED IN THE MUNICIPAL STAFF REPORT TO COUNCIL OF FEBRUARY 23, 2016 UNDER THE DISCUSSION SECTION 'OVER THE NEXT FEW FISCAL YEARS, CMC IS SEEKING TO USE EXTERNAL RESOURCES TO ASSESS AND PEER REVIEW POTENTIAL CHANGES TO THE FRONT END PROCESSOR AND WASTE STABILIZATION FACILITY ( FEP/WSF ) . FURTHER TO THIS THE CMC PLANS TO LEAD THE COMMUNITY ENGAGEMENT ON POTENTIAL CHANGES AS THEY RELATE TO THE FEP/WSF.'CMC CONCURS WITH THIS APPROACH TO ANY POSSIBLE CHANGES TO THE FACILITIES AND ITS RELATED OPERATIONS. IT SHOULD BE NOTED, THAT THE AMOUNT OF THIS YEAR'S EXPENDITURES FOR WEB SITE DEVELOPMENT RESOURCED FROM WITHIN THE COMMUNICATIONS EXPENDITURE ENVELOPE; WILL NEXT YEAR, BE APPROPRIATELY SHIFTED TO ENHANCED COMMUNICATIONS AND EXPECTED ENGAGEMENT WITH CMC'S VARIOUS PUBLICS.

**S T A T U T E S**  
**OF**  
**N O V A S C O T I A**

Passed in the

Forty-Second Year of the Reign of Her Majesty

**QUEEN ELIZABETH II**

Being the First Session of the Fifty-Sixth

General Assembly



Halifax, Nova Scotia  
Queen's Printer  
1993

**An Act Respecting Compensation to  
the Community of Sackville for Hosting  
the Landfill Site of the Metropolitan Authority**

(Assented to the 25th day of November, A.D. 1993)

Be it enacted by the Governor and Assembly as follows:

1 This Act may be cited as the *Community of Sackville Landfill Compensation Act*.

2 In this Act,

(a) "Authority" means the Metropolitan Authority continued as a body corporate by the *Metropolitan Authority Act*;

(b) "Community Council" means the community council established by the *Halifax County Charter* for the Community of Sackville;

(c) "Community of Sackville" means that area of the Municipality that, on the first day of January, 1991, was included in polling districts 16, 19, 20, 21 and 22;

(d) "Fund" means the Community of Sackville Landfill Compensation Fund established by this Act;

(e) "Landfill Site" means the landfill site located in the Community of Sackville and operated by the Authority;

(f) "Municipality" means Halifax County Municipality;

(g) "participating bodies" means the City of Halifax, the City of Dartmouth, the Town of Bedford and the Municipality;

(h) "solid waste" means garbage, refuse or other solid waste.

3 (1) There is hereby established a Fund to be known as the Community of Sackville Landfill Compensation Fund.

(2) The purpose of the Fund is to provide compensation to the Community of Sackville for acting as host community to the Landfill Site.

(3) The Fund shall be held in trust and administered by the Municipality for the Community of Sackville.

(4) The Municipality shall expend the Fund for the benefit of the Community of Sackville in accordance with directions given to the Municipality by the Community Council and in accordance with the *Halifax County Charter*.

4 (1) Upon the coming into force of this Act, the Authority shall, subject to the *Municipal Affairs Act* and the *Metropolitan Authority Act*, borrow the sum of five million dollars and pay that sum to the Municipality which shall deposit the payment to the credit of the Fund.

(2) The sum borrowed pursuant to subsection (1) is and is deemed to be a sum required for the purposes of the Authority within the meaning of the *Metropolitan Authority Act*.

(3) Each of the participating bodies shall pay to the Authority that proportion of the amount required to retire the indebtedness arising from the borrowing required by subsection (1) that is the same as that proportion of the expenditure of the Authority that the participating body is required to pay to the Authority pursuant to the *Metropolitan Authority Act* in respect of the management of solid waste.

5 (1) Immediately after the thirtieth day of June, 1994, the Authority and the Community Council shall determine the product of ten dollars and the number of tonnes of

solid waste deposited at the Landfill Site from the first day of July, 1992, until the thirtieth day of June, 1994, inclusive.

(2) If the product determined pursuant to subsection (1) is less than five million dollars, the Municipality shall pay the difference from the Fund to the Authority.

(3) If the product determined pursuant to subsection (1) is more than five million dollars, the Authority shall pay the difference to the Municipality which shall deposit the payment to the credit of the Fund, and subsection (3) of Section 4 applies *mutatis mutandis*.

6 (1) Any dispute arising concerning the amount of the payment by any of the participating bodies pursuant to subsection (3) of Section 4 or concerning the determination of the product pursuant to subsection (1) of Section 5 shall be referred to binding arbitration pursuant to the *Arbitration Act*.

(2) For greater certainty, an arbitration award made pursuant to subsection (1) is binding on the parties thereto.

7 The payment by the Authority of the amounts required by this Act to the Municipality for deposit to the Fund operates as a complete discharge of any liability of the Authority to the Municipality, the Community Council or the Community of Sackville on account of damages arising out of the operation of the Landfill Site but, for greater certainty, nothing in this Section prejudices any rights that an individual resident may have at law.

8 (1) Upon receipt of a claim documented to its satisfaction, the Authority may pay an amount to a person who is a resident of the Community of Sackville or an owner or occupier of real or personal property located in the Community of Sackville on account of damages suffered by that person arising out of the operation of the Landfill Site.

(2) If the Authority pays any amount to a person pursuant to subsection (1), the Authority shall obtain

from that person a complete release of the Authority from all liability for such damages.

(3) Any claim pursuant to this Section shall be made to the Authority within one year of this Act coming into force.

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STATUTES  
OF  
NOVA SCOTIA

Passed in the

Forty-Third Year of the Reign of Her Majesty

QUEEN ELIZABETH II

Being the Second Session (continued) of the Fifty-Sixth

General Assembly



Halifax, Nova Scotia  
Queen's Printer  
1994-95

**An Act to Amend Chapter 71  
of the Acts of 1993,  
the Community of Sackville  
Landfill Compensation Act**

(Assented to January 13, 1995)

Be it enacted by the Governor and Assembly as follows:

1 (1) Subsection 5(2) of Chapter 71 of the Acts of 1993, the *Community of Sackville Landfill Compensation Act*, is repealed and the following subsection substituted:

(2) If the product determined pursuant to subsection (1) is less than five million dollars, the difference may be retained by the Fund to be expended in accordance with Section 3.

(2) Section 5 of Chapter 71 is further amended by adding immediately after subsection (3) the following subsections:

(4) The Authority shall pay to the Municipality the product of ten dollars and the number of tonnes of solid waste deposited on or after the first day of July, 1994, in cells at the Landfill Site that were constructed and in operation before the first day of July, 1994.

(5) The payments required by subsection (4) shall be made in quarterly instalments.

(6) The Municipality shall deposit to the credit of the Fund all amounts paid to it pursuant to subsection (4).

2 (1) Subsection 8(1) of Chapter 71 is amended by adding immediately after "is" in the third line the words "or was".

(2) Section 8 of Chapter 71 is further amended by adding immediately after subsection (1) the following subsection:

(1A) For greater certainty, a payment pursuant to subsection (1) may be in consideration of the purchase of real property, or a part thereof, referred to in subsection (1).

(3) Subsection 8(3) of Chapter 71 is repealed and the following subsection substituted:

(3) Any claim pursuant to this Section shall be made to the Authority within six months after this subsection comes into force.

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STATUTES  
OF  
NOVA SCOTIA

Passed in the  
Forty-Fourth Year of the Reign of Her Majesty

QUEEN ELIZABETH II

Being the Third Session of the Fifty-Sixth

General Assembly



Halifax, Nova Scotia  
Queen's Printer  
1995

(16) Subsection 22(2) of Chapter 55, as amended by Chapter 71 of the Acts of 1975, is further amended by striking out "City" in the third and in the fourth lines and substituting in each case "Regional Municipality".

(17) Section 23 of Chapter 55, as amended by Chapter 71 of the Acts of 1975, is further amended by striking out "City" in the third, in the fourth and in the sixth lines and substituting in each case "Regional Municipality".

(18) Section 24 of Chapter 55, as amended by Chapter 71 of the Acts of 1975, is further amended by striking out "Notwithstanding any provisions of the *Halifax City Charter*, the City" in the first and second lines and substituting "The Regional Municipality".

(19) Subsection 25(5) of Chapter 55, as amended by Chapter 71 of the Acts of 1975, is further amended by striking out "of the City and of the Municipality of the County of Halifax" in the seventh and eighth lines.

#### **Halifax Water Commission preserved**

215 Nothing in this Act dissolves the Halifax Water Commission.

#### **Sackville landfill compensation act amended**

216 (1) Section 2 of Chapter 71 of the Acts of 1993, the *Community of Sackville Landfill Compensation Act*, is amended by

(a) striking out clauses (a) and (b) and substituting the following clauses:

(a) "Authority" means the Halifax Regional Municipality;

(b) "Community Council" means the community council of the Halifax Regional Municipality with jurisdiction in a community containing the Community of Sackville and, until a community council is established for a community containing the Community of Sackville, means the councillors elected from polling districts situate

wholly or in part in the Community of Sackville;

and

(b) striking out clauses (f) and (g) and substituting the following clauses:

(f) "Municipality" means the Halifax Regional Municipality;

(g) "participating bodies" means the Halifax Regional Municipality;

(2) Subsection 3(4) of Chapter 71 is amended by striking out "and in accordance with the *Halifax County Charter*" in the fourth line.

#### **Repeal of certain Acts**

217 (1) Any Act that applies solely to a municipal unit is repealed effective April 1, 1996.

#### **Repeal of Acts in Schedule**

(2) For greater certainty, the Acts in the Schedule to this Act are repealed effective April 1, 1996.

#### **Amendment of Schedule**

(3) The Governor in Council may amend the Schedule to this Act and an amendment pursuant to this subsection has effect on and after April 1, 1996.

#### **Regulations Act**

(4) The exercise by the Governor in Council of the authority in subsection (3) is regulations within the meaning of the *Regulations Act*.

#### **Effective date of certain Sections**

218 (1) Sections 3 to 9 have effect on and after April 4, 1995.

#### **Effective date of certain other Sections**

(2) Sections 214 and 216 have effect on and after April 1, 1996.

This Agreement for Community Monitoring of Solid Waste Facilities made this  
16 day of February, 1999.

**BETWEEN:**

**HALIFAX REGIONAL MUNICIPALITY**, a body corporate pursuant  
to the *Halifax Regional Municipality Act*

(hereinafter called "HRM")

- and -

**HALIFAX WASTE/RESOURCE SOCIETY**, a body corporate  
incorporated pursuant to the *Societies Act*

(hereinafter called "the Society")

**WHEREAS**

HRM has, pursuant to HRM's integrated solid waste resource management strategy, designated a site near Goodwood, Halifax County, as the site for a residuals disposal facility and waste processing facility.

HRM is committed to ensuring that operations at these facilities will be monitored by residents of the communities which are adjacent to the facilities, and by residents of the Regional Municipality at large.

The Society has been formed by residents of the adjacent communities and of the Regional Municipality for the purpose of working together with HRM in the establishment and implementation of a monitoring process and of facilitating the participation of residents in that process.

HRM and the Society wish to enter into an agreement, on the terms set out below, establishing a structure and procedures for the monitoring of operations at the facilities.

APPROVED  
AS [REDACTED] HRM  
Municipal Solicitor

NOW THEREFORE this Agreement witnesses that for and in consideration of the mutual covenants hereinafter set out, and other good and valuable consideration, the parties agree as follows:

1. *Definitions*

1.01 "Acceptable Waste" means

- (i) Inert Materials;
- (ii) Stable Materials; and
- (iii) Residual Materials.

1.02 "Applicable Law" means any law, by-law, rule, regulation, judgment or order of any federal, provincial or municipal court or other governmental body having jurisdiction, applicable to the design, approval, construction, equipping, financing, ownership, possession, testing, acceptance, operation or maintenance of the Facilities or Site, the closing of Residuals Disposal Cells or the care or maintenance thereof after closure. "Applicable Law" also includes the Landfill Guidelines. Notwithstanding the foregoing, "Applicable Law" does not include Restrictions on the Disposal of Residual Materials.

1.03 "Area Residents" means persons who are resident in the area within the radius of five (5) kilometres from the centre of the location of the FEP/WSF Facilities.

- 1.04 "Bio-Stabilization" means a process of accelerated controlled biological decomposition of Solid Waste (by the consumption of readily available nutrients by micro-organisms) to break down the putrescible protein and sugars and a considerable proportion of the starches present in Solid Waste, leaving the materials thus processed substantially free of readily putrescible elements.
- 1.05 "Commencement of Operations" means the date specified by HRM in writing to the Society, for the purposes of this Agreement, as the date that the operation of the Facilities has commenced at the Site.
- 1.06 "Committee" means
- a) the Community Monitoring Committee established under Article 5 of this Agreement except as provided for in b);
  - b) for the period commencing as of the date of execution of this Agreement and ending as of the Commencement of Operations and for the purposes of fulfilling those responsibilities referred to in Article 6 hereof, the Interim Committee.
- 1.07 "Contractor" means any person, individual, corporation, partnership, firm, joint venture, syndicate, association or form of entity or organization retained under contract by HRM to construct the Facilities and the "Contractor" may also be the "Operator".
- 1.08 "FEP/WSF Facilities" means the front-end waste processing facility and waste stabilization facility to be situated and operated at the Site.
- 1.09 "Facilities" means the FEP/WSF Facilities and the RDF Facilities.;

- 1.10 "HRM" means Halifax Regional Municipality.
- 1.11 "Inert Material" means Solid Waste which (i) is not Unacceptable Waste; and (ii) does not contain elements which are recognizable as readily putrescible.
- 1.12 "Interim Committee" means the Committee comprised of those persons listed in Schedule "A".
- 1.13 "Landfill Guidelines" means the standards and guidelines contained in the draft Nova Scotia Standards and Guidelines for Landfills dated July, 1994 prepared by the Nova Scotia Department of Environment.
- 1.14 "Memorandum and By-Laws" means, respectively, the Memorandum of Association and By-Laws of the Society in the form attached to this Agreement as Schedules "B" and "C" respectively.
- 1.15 "Operations" or "Operation", and variations thereof, when used in relation to the Facilities, refers to the operations of the Facilities at the Site, excluding the design, construction and commissioning of the Facilities, but including any closure, post-closure care and remediation activities related to the Facilities.
- 1.16 "Operator" means any person, individual, corporation, partnership, firm, joint venture, syndicate, association or form of entity or organization retained under contract with HRM for the management and operation of the Facilities, or any part of the Facilities, and the subcontractors thereof.
- 1.17 "RDF Facilities" means the Residuals Disposal Cells and related facilities to be situated and operated at the Site.

- 1.18 "Residual Materials" means minor quantities of any material or substance the disposal of which at a solid waste landfill site is banned or prohibited by law and which, notwithstanding the reasonable and diligent efforts of the Operator to identify and remove such materials, remain in the waste that is disposed of in a Residuals Disposal Cell.
- 1.19 "Residuals Disposal Cells" means the cells to be constructed on the Site for the purpose of disposing of Acceptable Waste.
- 1.20 "Restrictions on the Disposal of Residual Materials" means any law, including subsections 30(1) and (2) under Division II of the Solid Waste Resource Management Regulations under the Environment Act, which prohibits the disposal of Residual Materials in a Residuals Disposal Cell.
- 1.21 "Site" means the lands on which the Facilities are to be constructed as shown on the Site Plan.
- 1.22 "Site Drawings" means the drawings and specifications entitled "Halifax Regional Municipality Residuals Disposal Facility - Site A January, 1997" prepared for Mirror NS by Porter Dillon Limited comprising thirty (30) drawings.
- 1.23 "Site Plan" means the site plan which is attached as sheet no. 2 of the Site Drawings.
- 1.24 "Society" means Halifax Waste/Resource Society.
- 1.25 "Solid Waste" includes refuse, garbage, rubbish and all other solid spent materials from any source.

1.26 "Stable Materials" means items of Solid Waste that are substantially free of readily putrescible elements after having undergone Biostabilization excluding Unacceptable Waste.

1.27 "Unacceptable Waste" means any material or substance the disposal of which at a solid waste landfill is banned by Applicable Law (other than Residual Materials) and which is not capable of being rendered into Stable Material through Biostabilization in the FEP/WSF Facilities.

2. *Operations at the Site*

2.01 It is recognized and understood that HRM will cause the Facilities to be developed and operated at the Site.

2.02 It is the intention of HRM that the Facilities will be operated by a private sector Operator under contract between the Operator and HRM. HRM will ensure that any contract or contracts between HRM and an Operator will contain provisions which are complementary to the community monitoring process envisaged by this Agreement and which will enable and permit the implementation of this Agreement.

2.03 It is understood and agreed that only Acceptable Waste will be authorized for disposal in the Residual Disposal Cells. It is further understood and agreed that any contract between HRM and an Operator of the RDF Facilities will impose on the Operator the obligation not to dispose of in the Residual Disposal Cells material other than Acceptable Waste.

2.04 HRM will require of an Operator that the Facilities be operated in accordance with Applicable Law.

2.05 The Committee shall, as of the Commencement of Operations, monitor the operation of the Facilities at the Site and otherwise fulfil the responsibilities conferred on it under this Agreement in a manner consistent with this Agreement.

3. *The Society*

3.01 The Society agrees that neither the Memorandum or By-Laws will be altered or amended such as to conflict with the provisions of this Agreement or to render the Society incapable of meeting its obligations under this Agreement.

3.02 The Society agrees to provide to HRM a report or reports of its business and affairs, at such times and in such form as HRM may from time to time reasonably require.

4. *Interim Community Monitoring Committee*

4.01 The Interim Committee is hereby established for purposes of this Agreement, and recognized and confirmed as the entity authorized to carry out the interim monitoring responsibilities referred to in Article 6 of this Agreement.

4.02 The Interim Committee shall fulfil the responsibilities conferred upon it by or under this Agreement for the period of time commencing on the date of execution of this Agreement and ending as of the Commencement of Operations, and the members of the Interim Committee are deemed to be jointly appointed by HRM and the Society for terms equal to such period. The Interim Committee shall, for purposes of this Agreement, be deemed to be dissolved effective as of the Commencement of Operations.

4.03 The Chair of the Interim Committee shall be as set out in Schedule "A".

- 4.04 In the event that a member of the Interim Committee resigns or is otherwise unable to complete that member's term as a member of the Interim Committee, HRM and the Society shall jointly appoint a person to serve for the unexpired balance of the vacating member's term, except in the case of a vacancy in a position filled by a member of the Council of HRM in which case the vacancy shall be filled by a person appointed by the Council.
- 4.05 In the event that a vacancy occurs in the office of the Chair of the Interim Committee, the Interim Committee shall fill the vacancy by selecting a member of the Interim Committee to be Chair for the unexpired balance of the term of the vacating Chair.
- 4.06 A quorum of the Interim Committee consists of a majority of the members of the Interim Committee.
- 4.07 Subject to this Agreement, the Interim Committee shall determine its own procedure.
5. *Community Monitoring Committee*
- 5.01 Effective as of the Commencement of Operations there is established a Community Monitoring Committee, constituted and comprised as set out in this Agreement.
- 5.02 The Society agrees to appoint and elect, in accordance with its By-Laws, those persons to be appointed by it as members of the Committee in accordance with this Article by such time as will enable those members of the Committee to begin their service in that capacity as of the Commencement of Operations. HRM agrees to appoint those persons to be appointed by it as members of the Committee by such time as will enable them to begin their service in that capacity as of the Commencement of Operations.
- 5.03 The Committee shall consist of fifteen (15) members, as follows:

- (a) nine (9) persons elected by the Society who are residents of Halifax Regional Municipality, not more than six (6) or less than four (4) of whom shall be Area Residents;
- (b) two (2) persons appointed by the Council of HRM who are residents of Halifax Regional Municipality but not Area Residents;
- (c) the members from time to time of the Council of HRM representing polling districts 22 and 23, and, in the event of a change in the boundaries of those districts, the two (2) members of the Council, as determined by the Council, representing substantially the area which, as of the date of this Agreement, falls within polling districts 22 and 23;
- (d) One (1) member of the Council of HRM, other than the members referred to in clause (c), appointed by the Council; and
- (e) The Mayor of HRM.

5.04 Each of the persons appointed under Article 5.02(a), (b) and (d) shall hold office for a term of such duration as is determined by the respective appointing authority, and may be appointed by their appointing authority for not more than one additional term of the same duration.

5.05 In the event an appointed member of the Committee resigns, ceases to meet the qualifications for appointment, or is otherwise unable to complete the term for which that member was appointed, the appointing body shall appoint a person to serve for the unexpired balance of the vacating member's term, provided that the person appointed to fill the vacancy shall be from the class of persons prescribed by Article 5.03 from which the vacating member of the Committee was appointed.

- 5.06 The Committee shall select from among the members of the Committee appointed pursuant to Article 5.03(a) a person to act as Chair of the Committee, who shall hold that office for a term of one year from the date of selection, and may be selected to serve for an additional term or terms of the same duration.
- 5.07 In the event that a vacancy occurs in the office of the Chair of the Committee, the Committee shall fill the vacancy by selecting a member of the Committee appointed pursuant to Article 5.03(a) to be Chair for the unexpired balance of the term of the vacating Chair.
- 5.08 A quorum of the Committee consists of ten (10) members of the Committee, and, for greater certainty:
- (a) a vacancy or vacancies on the Committee does not affect the ability of the Committee to discharge its powers and duties, provided that the number of members of the Committee remaining in office is not fewer than a quorum; and
  - (b) the absence of a member or members of the Committee from any meeting does not affect the ability of a quorum of the Committee to discharge any of the powers and duties of the Committee.
- 5.09 Subject to this Agreement, the Committee shall determine its own procedure.

6. Pre-Operational Review and Contract Amendments

- 6.01 HRM shall ensure that the Interim Committee is regularly informed concerning construction of the Facilities throughout the period of their construction and that the Interim Committee, through its Chair or other representative designated by the Interim Committee, is provided with reasonable access to the Site during construction provided (i) that reasonable notice is provided to the Contractor of the intention to visit the Site; (ii) that such access to the Site shall be made available and such visitation to the Site shall be conducted during normal business hours and in a manner which does not interfere with the construction of the Facilities or the performance of the Contractor's obligations under its contract with HRM; and (iii) that all visitors to the Site shall be required to comply with all safety and other reasonable rules and regulations applicable to persons present on the Site including those adopted by the Contractor.
- 6.02 The Chair of the Committee shall be notified in writing of the text of any proposed amendment of an agreement to which HRM is a party relating to the construction or operation of the Facilities, not less than fifteen (15) days before HRM enters into an agreement to effect the proposed amendment. If, within such fifteen (15) day period, HRM's clerk receives notice from the Committee that its Chair wishes to make representations to Council of HRM concerning the proposed amendment, then HRM shall not enter into an agreement to effect the proposed amendment until thirty (30) days after the date HRM's clerk received such notice from the Committee and within such thirty (30) day period the Chair of the Committee shall be provided the opportunity to appear before HRM Council for the purpose of commenting on the proposed amendment.
- 6.03 The Committee may, as it sees fit, report to Area Residents or either or both of the HRM Council and the Society, concerning the matters referred to in Articles 6.01 and 6.02.

6.04 HRM agrees that it will appoint and instruct a representative or representatives to meet with representatives designated by the Committee for the purpose of attempting to develop in good faith:

- (a) prior to commencement of the operation of the Facilities, specific tests (and testing protocols relating thereto) which may be conducted for the purpose of determining compliance by the Contractor, Operator or both with their respective obligations under any contract with HRM relating to the design, construction, acceptance testing and operation of the Facilities in addition to any such tests or testing protocols contained in any such contract;
- (b) the terms and conditions under which the Committee shall be entitled to conduct or monitor the results of tests developed pursuant to paragraph (a) of this Article 6.04;
- (c) procedures for conducting random inspections of the content of waste loads delivered by haulers to the Facilities for processing and disposal;
- (d) procedures for determining and measuring the composition of waste delivered from time to time to the Facilities for processing and disposal and variations in such composition and the effectiveness of HRM's waste reduction and diversion programs;
- (e) standards, programs, procedures and processes relating to the cleanliness of vehicles hauling waste to the Facilities for processing and disposal; and
- (f) conceptual plans, programs and procedures for the reclamation and restoration of the Site after permanent closure.

- 6.05 If HRM proposes to have any Residuals Disposal Cell constructed according to specifications ("proposed specifications") which are different than those contained in the document entitled "Halifax Regional Municipality Residuals Disposal Facility - Technical Specifications Site A January, 1997" prepared for Mirror NS by Porter Dillon Limited as updated and supplemented from time to time then, notwithstanding that such proposed specifications may be acceptable to the Nova Scotia Department of the Environment, HRM shall notify the Chair of the Committee of HRM's intention to construct a Residual Disposal Cell according to such proposed specifications and if, within fifteen (15) days thereafter, the clerk of HRM receives notice from the Committee that its Chair wishes to address Council concerning the proposed specifications, the Chair, or another representative of the Committee, shall be provided with an opportunity to appear before Council to comment on the proposed specifications.

7. Responsibilities During Operation

- 7.01 The Committee shall, effective as of the Commencement of Operations,
- (a) monitor the operation of the Facilities;
  - (b) ensure that members of the Committee are regularly and fully informed concerning the operation of the Facilities;
  - (c) receive information and representations from Area Residents concerning any matter relating to the operation of the Facilities;
  - (d) report to the Area Residents information concerning the operation of the Facilities;

- (e) report to the Council of HRM and other authorities having jurisdiction relevant views of Area Residents;
- (f) report to the Council of HRM and other authorities having jurisdiction the views and comments of the Committee, and of Area Residents, concerning the operation of any element of HRM's integrated solid waste resource management system other than the Facilities, where the operation of such element or elements has a direct impact on the operation of the Facilities;
- (g) comment or make representations to such body or authority, as the Committee thinks fit, concerning any matter falling within the mandate of the Committee as set out in this Agreement;
- (h) report to the Council or the Society concerning the activities and affairs of the Committee at such times and in such manner as the Council or the Society, respectively, may require;
- (i) fulfil such other responsibilities as may be conferred on the Committee by agreement of HRM and the Society.

8. *Access to Facilities and Relevant Information*

8.01 HRM shall ensure, for and during the period that the Facilities are in operation, that:

- (a) the Committee receives full and complete reports concerning the operation of the Facilities, in such form and at such times, as may be required by the Committee;
- (b) the Committee has, through its Chair or other representative designated by the Committee, access to the Facilities, provided that:

- (i) reasonable notice is provided to the Operator and HRM of the intention to visit the Facilities;
  - (ii) such access shall be made available and any such visitation shall be conducted during normal business hours and in a manner which does not interfere with the operation of the Facilities or the performance of the Operator's obligations under its contract with HRM; and
  - (iii) all visitors to the Facilities shall be required to comply with all safety and other reasonable rules and regulations applicable to persons present on the Site including those adopted by the Operator;
- (c) the Committee has, through its Chair or other representative designated by the Committee, reasonable access to such information as is from time to time in the possession of either an Operator or HRM, or both, concerning the operation of the Facilities, including, without limitation, the results of tests conducted by an Operator relating thereto;
- (d) the Committee has access to information in the possession of HRM concerning the operation of any aspect of HRM's integrated solid waste resource management system which has a direct impact on the operation of the Facilities.

8.02 Where the Committee is not reasonably satisfied, based on information available to it under Article 8.01, that the Committee is accurately informed concerning a matter relating to the operation of the Facilities, the Committee shall have access to the Facilities, on reasonable notice to HRM and an Operator, to enable to be conducted in

accordance with this Article such test or tests as are necessary to provide the Committee with the information which it requires. All such tests shall be conducted subject to the following conditions:

- (a) the cost of such tests must not exceed the amount allocated to the Committee under Article 9.02 or 9.03 for that purpose, as the case may be, for the fiscal year in which the test is conducted;
- (b) all such tests shall be performed under the supervision of a qualified professional engineer, and at such times and in such manner so as not to interfere with the normal operational routine for the facility to which the test relates.

8.03 Nothing in Articles 8.01 or 8.02 shall entitle the Committee to receive reports or information relating to financial matters, personnel matters, matters which are the subject of legal advice or matters proprietary to an Operator, and all such reports or information are excluded from the scope of Article 8.01 except to the extent that they are otherwise accessible to the Committee under law.

8.04 HRM shall ensure that the provisions of Article 8.01 are, to the extent required, supported by appropriate provisions in relevant agreements between HRM and an Operator.

9. **Financing**

9.01 It is recognized by HRM that the effectiveness of the Committee in fulfilling its functions under this Agreement depends in part on the allocation of financial and other resources to defray the expenses of the Committee.

- 9.02 Effective for the HRM fiscal years ending March 31, 1998 and March 31, 1999, HRM shall include, as part of its budget for solid waste management for each of those fiscal years, the sum of Twenty-five Thousand Dollars (\$25,000.00) which sum shall be appropriated and expended for the purposes of meeting those expenses of the Committee incurred for those fiscal years within the categories and amounts identified in the estimates contained in Schedules "B" and "C" of this Agreement.
- 9.03 Effective for the HRM fiscal year ending March 31, 2000, HRM shall include, as part of its budget for solid waste management for that fiscal year, the sum of Sixty-Five Thousand Dollars (\$65,000.00) which shall be appropriated and expended for the purposes of meeting those expenses of the Committee incurred for that fiscal year within the categories and amounts identified in the estimates contained in Schedule "D" of this Agreement.
- 9.04 Effective for each HRM fiscal year after March 31, 2000 during which the Facilities are operated HRM shall include, as part of its annual budget for solid waste management, an allocation of funds in such amount as HRM, acting reasonably, considers appropriate for the purpose of meeting the following categories of expenses of the Committee:
- (a) occupancy costs, including space, office equipment and supplies, telephone, etc.;
  - (b) part-time administrative and clerical support;
  - (c) postage;
  - (d) advertising (including printing of public notices and materials for community distribution);

- (e) expenses relating to the holding of public meetings;
- (f) professional fees for services and advice on matters within the mandate of the Committee under this agreement, including engineering and other technical matters related to the operation of the Facilities;
- (g) miscellaneous expenses, including reimbursement of out of pocket expenses incurred by members of the Committee and other expenses required to be incurred to enable the Committee to fulfil its responsibilities under this Agreement.

9.05 The Committee shall, not later than January 31 of each HRM fiscal year after the fiscal year ending March 31, 2000, prepare and submit to HRM an estimate of expenditures required to be incurred in support of the Committee's activities in the next following fiscal year. HRM shall take into account the estimate in deciding, pursuant to Article 9.04, on the allocation of funds to be made for the activities of the Committee during that fiscal year.

9.06 Where, following review of the estimate of expenditures submitted by the Committee under Article 9.05, HRM proposes to allocate an amount for any fiscal year which is less than the total amount estimated by the Committee under Article 9.05, HRM shall, before finally deciding on the amount to be allocated:

- (a) notify the Committee in writing of the amount proposed to be allocated and of the reasons for the proposed allocation; and
- (b) provide to the Chair of the Committee the opportunity to appear before the HRM Council, not sooner than ten days (10) days following the notice referred to in (a), for the purpose of commenting on the proposed allocation.

In the event that, following completion of the procedure referred to in this Article 9.06, the final decision of HRM is to allocate for the fiscal year in question an amount less than the total amount estimated by the Committee under Article 9.05, HRM shall forthwith notify the Committee in writing of the reasons for that decision.

9.07 The Committee is not authorized to make expenditures or incur liabilities, but may requisition through HRM staff the expenditure of funds consistent with the allocation as approved by HRM under this Part 9 for the fiscal year in question.

9.08 It is understood and agreed that, where appropriate, a portion of the expenditures contemplated by the estimates referred to in Articles 9.02, 9.03, 9.04 and 9.05 for facilities, space, services, equipment or supplies required by the Committee, may take the form of facilities, space, services, equipment or supplies provided to the use of the Committee directly by HRM from its internal resources.

## 10. Term and Termination

10.01 This Agreement shall be effective as of the date of its execution and, subject to this Agreement, shall remain in effect for such time as the Facilities are operated at the Site.

10.02 This Agreement may be terminated as follows:

- (a) effective upon notice in writing given by HRM to the Society in the event that the Commencement of Operations has not occurred by July 1, 1999, and, in the opinion of HRM, is for any reason unlikely occur within one year of that date;

- (b) effective upon notice in writing given by either party to the other in the event of any default on the part of the other in the performance of its obligations under this Agreement if, after ten business days notice in writing of the default, the defaulting party has failed to cure the default.

11. **Miscellaneous**

- 11.01 This Agreement shall bind and enure to the benefit of the parties hereto, their successors and permitted assigns.
- 11.02 Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party, which may be withheld in the discretion of the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

SIGNED, SEALED AND DELIVERED ) HALIFAX REGIONAL MUNICIPALITY

[Redacted Signature] )  
 Per: [Redacted Name] )  
 [Redacted Signature] )  
 Per: [Redacted Name] )

Witness )

SIGNED, SEALED AND DELIVERED ) HALIFAX WASTE/RESOURCE ) SOCIETY

[Redacted Signature] )  
 Per: [Redacted Name] )  
 [Redacted Signature] )  
 Per: [Redacted Name] )

Witness )

**SCHEDULE "A"**

**MEMBERS OF INTERIM COMMITTEE**

1. Mr. Bert Caines of Goodwood
2. Mr. Michael Walsh of Hatchett Lake
3. Mr. David McCusker of Brookside
4. Mr. Don Wright of Dartmouth
5. Mr. Reg MacAusland of Tantallon - Chair
6. Mr. Kevin Murphy of Timberlea
7. Mr. Jack Mitchell - Councillor District 23
8. Mr. Reg Rankin - Councillor District 22
9. Ms. Carol Ann Wright of Beechville

**SCHEDULE "B"**

**Cost Estimates - Fiscal Year Ending March 31, 1998**

1.	Legal, Administration Consulting, Support, Engineering	\$ 2,000.00
2.	Communications, Paper Advertising, Facilities	15,000.00
3.	Research, Testing Reviews, Publications, Meetings, Etc.	4,000.00
4.	Miscellaneous Expenses	4,000.00
	<b>TOTAL</b>	<b>\$25,000.00</b>

**SCHEDULE "C"**

**Cost Estimates - Fiscal Year Ending March 31, 1999**

1.	Legal, Administration Consulting, Support, Engineering	\$ 2,000.00
2.	Communications, Paper Advertising, Facilities	15,000.00
3.	Research, Testing Reviews, Publications, Meetings, Etc.	4,000.00
4.	Miscellaneous Expenses	4,000.00
	<b>TOTAL</b>	<u>\$25,000.00</u>

**SCHEDULE "D"**

**Cost Estimates - Fiscal Year Ending March 31, 2000**

1.	Legal, Administration Consulting Support, Engineering	\$15,000.00
2.	Communications, Paper, Advertising Facilities	35,000.00
3.	Research, Testing, Reviews, Publication Meetings, Etc.	10,000.00
4.	Miscellaneous Expenses	5,000.00
	<b>TOTAL</b>	<u>\$65,000.00</u>

This Agreement for Community Monitoring of Solid Waste  
Facilities made this \_\_\_\_\_ day of February, 1999.

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BETWEEN:

HALIFAX REGIONAL MUNICIPALITY, a body  
corporate pursuant to the *Halifax Regional Municipality Act*

(hereinafter called "HRM")

- and -

HALIFAX WASTE/RESOURCE SOCIETY, a body  
corporate incorporated pursuant to the *Societies Act*

(hereinafter called "the Society")

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#### MONITORING AGREEMENT

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Robert W. Carmichael  
Cox Hanson O'Reilly Matheson  
Barristers and Solicitors  
1100 - 1959 Upper Water Street  
Halifax NS B3J 3E5

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May 9, 2016

Community Monitoring Committee  
P.O. Box 213,  
Lakeside, N.S.  
B3T 1M6

Mayor Michael Savage  
PO Box 1749  
Halifax, NS  
B3J 3A5

Dear Mayor Savage,

We are communicating the decision of the CMC meeting on March 10, 2016 relative to the expanded life of OTTER LAKE for your consideration.

*Move by Lindsay Gates and seconded: by John Cascadden that CMC communicate to HRM council our thanks on approval of the 2016/2017 annual operation budget to support our expanded role, and also the CMC believes that the council should approve our request for a community integration fund of \$2.00 per ton annually (\$150,000.) which can be utilized for community projects and regional programs such as the Western Commons which was part of the overall discussions between both parties for the extended life of Otter Lake. Motion Carried.*

We ask that the information be shared with the council and look forward to a positive response .

Yours truly,



Jack Mitchell  
Chair, Community Monitoring Committee

Cc: All members of Community Monitoring Committee