

HALIFAX

P.O. Box 1749
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Item No. 14.1.3
Halifax Regional Council
February 23, 2016

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY: Original Signed by _____
John Traves Q.C., A/Chief Administrative Officer

Original Signed by _____
Mike Labrecque, Deputy Chief Administrative Officer

DATE: February 5, 2016

SUBJECT: HRM's Yearly Allocation to Community Monitoring Committee

ORIGIN

On December 8, 2015 Council directed staff to draft a report considering adjustments to HRM's yearly allocation to the effective working of the Community Monitoring Committee associated with its increased activities attendant to the monitoring of the proposed Operator contract for Otter Lake as outlined on Page 2 of the Councillor request form dated December 8, 2015 commencing in fiscal 2016/17 onward.

Page 2 of the Councillor request form dated December 8, 2015 stated "Given that the expanded role for CMC will require more direct involvement in monitoring activities at Otter Lake and will mean utilization of more professional services to carry out mandate such as investigating environmental or nuisance issues plus communication initiatives with the community and other agencies such as be it resolved that HRM increase the annual budget of \$65,000.00 to the sum of \$90,000." (sic)

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Halifax Regional Council provide the Community Monitoring Committee with an annual allocation of \$90,000.

BACKGROUND

On February 16, 1999, an Agreement for Community Monitoring of Solid Waste Facilities ("the Agreement") was entered into between the Halifax Regional Municipality and the Halifax Waste/Resource Society (Attachment A). The Agreement set the parameters for the monitoring of the Otter Lake Facilities (Facilities).

The Agreement establishes responsibilities for the CMC during the term of the Agreement which include:

1. Monitoring the operations of the Facilities and inform members of the CMC;
2. Receiving information from and report to Area Residents on matters relating to the Facilities;
3. Reporting to HRM Council or other bodies and authorities (such as Nova Scotia Environment) the views of Area Residents on Otter Lake operations as well as any element of the integrated solid waste resource management system which has a direct impact on Otter Lake.

Under the Agreement the Community Monitoring Committee (CMC) is comprised of:

1. The Mayor;
2. 2 local Councillors;
3. 1 other Councillor appointed by Council;
4. 2 residents of HRM who do not live in the area, appointed by Council;
5. 9 residents of HRM who are elected, with 4 to 6 coming from the local community.

DISCUSSION

On December 8, 2015, Council gave direction to staff to enter into a new operating agreement with Mirror NS for the operation of the Otter Lake Facilities. On December 23, 2015, a contract was signed. Under the new arrangement Halifax's role in activity managing the Otter Lake Facilities will be reduced. There are, however, explicit reporting and site access parameters established within the contract which allows Halifax to monitor the site and operations. The new contract does not contemplate a larger role, mandate, or further increased responsibilities for the CMC other than what currently exists within the 1999 Agreement. The CMC is seeking an additional \$25,000 to fund their activities. The revised budget has been derived through annual inflation increases since 1999 on the original budget of \$65,000.

As per the Agreement, Halifax provides an annual operating budget to the CMC of \$65,000 to fulfil their mandate. An estimate outlining expected costs is provided to Halifax annually as per the Agreement. The CMC has provided their 2016/17 budget request (Attachment B) which outlines their planned work to support increased funding. CMC states that "the budget includes allocations for independent legal and technical expertise. This reflects the need CMC has experienced for independent legal and technical advice over the last 3 years." Over the past 3 year, during a period of significant proposed changes to the integrated solid waste strategy, CMC has utilized technical advice and legal services (illustrated within the expenditure detail) and have continued to remain within their budget allocation. Over the next few fiscal years, CMC is seeking to use additional 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. The CMC will also use funding to upgrade their website, develop additional newsletters and other communications for residents. Please refer to Attachment B for further information on the CMC's plan.

During Council's debate on the motion for a staff report, Councillors requested that the detailed expenditures of the CMC be provided.

Outlined below is a summary of expenditures for the CMC. Additional detail is provided in Attachment C.

| 2013/14 | | |
|---------------------------|----------------------------|---------------------|
| Vendor | Service | Cost |
| LURA CONSULTING | Consulting | \$ 33,295.89 |
| K & L MANAGEMENT | Executive Director | \$ 25,028.64 |
| MERRICK JAMIESON STERNS | Legal | \$ 2,573.78 |
| THE MASTHEAD NEWS | Advertisement | \$ 588.17 |
| JTCI INC | Website | \$ 500.00 |
| THE MASTHEAD NEWS | Advertisement | \$ 356.66 |
| RESOURCE OPPORTUNITIES CE | Advertisement | \$ 309.73 |
| ARCHIBALD, CARMEN | Admin (PO Box, Office Exp) | \$ 75.00 |
| CLOSE OUT PO | Admin (PO Box, Office Exp) | \$ 0.39 |
| TOTAL | | \$ 62,728.26 |

| 2014/15 | | |
|---------------------------|----------------------------|---------------------|
| Vendor | Service | Cost |
| BEYOND ATTITUDE CONSULTIN | Consulting | \$ 30,993.54 |
| K & L MANAGEMENT | Executive Director | \$ 25,028.64 |
| TRADE CENTRE LIMITED | Meeting Rooms | \$ 1,538.22 |
| K & L MANAGEMENT | Admin (PO Box, Office Exp) | \$ 318.40 |
| TOTAL | | \$ 57,878.80 |

| 2015/16 to January 2016 | | |
|-------------------------|----------------------------|---------------------|
| Vendor | Service | Cost |
| K & L MANAGEMENT | Executive Director | \$ 19,814.34 |
| BEYOND ATTITUDE | Consulting | \$ 16,237.33 |
| CAMPBELL, MELODY | Meeting Rooms | \$ 130.36 |
| MEECH, KEN | Admin (PO Box, Office Exp) | \$ 119.60 |
| TOTAL | | \$ 36,301.63 |

In 2013/14, the executive director's salary consumed 40% of overall expenses and, for 2014/15, 43% of overall expenses. The annual cost was \$25,028 net HST included (\$24,000 before HST). On January 14, 2016, staff were advised the CMC approved a salary increase for the executive director to \$36,000 or a cost to HRM of \$37,542, net HST included. This raise consumes more than half of the requested \$25,000 budget increase. The CMC has communicated to staff that the executive director role and level of work will increase over the next year and into the future.

FINANCIAL IMPLICATIONS

There is currently \$90,000 allocated in the proposed 2016/17 budget within account R319 – Community Monitoring Committee.

COMMUNITY ENGAGEMENT

N/A

ALTERNATIVES

Council could continue to provide the CMC with \$65,000 in order to fulfill their mandate.

ATTACHMENTS

Attachment A – The 1999 Agreement for Community Monitoring of Solid Waste Facilities (“the Agreement”)

Attachment B – Expense details for CMC

Attachment C – January 5, 2016 Letter to Matthew Keliher from CMC Titled “Role and Activities for CMC – 2016”

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.php> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

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

Report Approved by:

Bruce Zvaniga, Director of TPW, 902.490.4835

Financial Approval by:

Amanda Whitewood, Director of Finance & ICT/CFO, 902.490.6308

Report Approved by:

902.490.6532

Martin Ward, Q.C. Acting Director, Legal, Insurance & Risk Management Services,

Original Signed

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 TO FORM

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**

in the presence of:

Original Signed

Original Signed

) Per:

Witness

Original Signed

Original Signed

) Per:

Witness

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

in the presence of:

Original Signed

Original Signed

) Per:

Witness

Original Signed

Original Signed

) Per:

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 |
| | | <hr/> |
| | TOTAL | \$25,000.00 |

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 |
| | TOTAL | \$25,000.00 |

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 |
| | TOTAL | <u>\$65,000.00</u> |

This Agreement for Community Monitoring of Solid Waste Facilities made this _____ 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")

MONITORING AGREEMENT

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

Attachment B

| | Posting Date | Service | Val.in rep.cur. | Document Header Text | Name | Reversed |
|----------------------------|--------------|----------------------------|------------------|---------------------------|--|----------|
| 2013/14 | 01/04/2013 | Executive Director | 2,085.72 | RECOD PREPAID | PREPAID PORTION OF K & L MANAGMENT INVOICE | |
| 2013/14 | 14/05/2013 | Website | 500.00 | JTCI INC | *CMC WEBSITE INC A022 | |
| 2013/14 | 23/05/2013 | Executive Director | 2,085.72 | K & L MANAGEMENT | *EXECUTIVE DIRECTOR FEE MAY 2013 | |
| 2013/14 | 18/06/2013 | Executive Director | 2,085.72 | K & L MANAGEMENT | *EXECUTIVE DIRECTOR FEES FOR JUNE 2013 | |
| 2013/14 | 27/06/2013 | Consulting | 1,470.47 | LURA CONSULTING | 31 May/13 Consult Fees 4/1/13-5/31/13 999-05-13 | |
| 2013/14 | 27/06/2013 | Consulting | 1,274.34 | LURA CONSULTING | 31 May/13 Consult Fees 4/1/13-5/31/13 999-05-13 | |
| 2013/14 | 30/06/2013 | Admin (PO Box, Office Exp) | 0.38 | CLOSE OUT PO | CLOSE OUT PO | |
| 2013/14 | 30/06/2013 | Advertisement | 172.07 | RESOURCE OPPORTUNITIES CE | *FULL PAGE AD | |
| 2013/14 | 25/07/2013 | Consulting | 5,317.86 | LURA CONSULTING | 30 Apr/13 Consult Fees Apr 10-3-/13 Inv 999-06-13 | |
| 2013/14 | 26/07/2013 | Admin (PO Box, Office Exp) | 0.01 | CLOSE OUT PO | | |
| 2013/14 | 15/08/2013 | Executive Director | 4,171.44 | K & L MANAGEMENT | *EXECUTIVE DIRECTORS FEES JULY & AUG | |
| 2013/14 | 31/08/2013 | Advertisement | 588.17 | THE MASTHEAD NEWS | *INV 173 AND 191 AD MAY/JUN | |
| 2013/14 | 31/08/2013 | Advertisement | 137.66 | RESOURCE OPPORTUNITIES CE | *ADVERTISEMENT | |
| 2013/14 | 11/09/2013 | Consulting | 4,378.11 | LURA CONSULTING | 31 Jul/13 Consult Fees May 1-31/13 Inv 999-07-13 | |
| 2013/14 | 30/09/2013 | Legal | 2,573.78 | MERRICK JAMIESON STERNS | PROF SERVICES JAN 2 TO AUG 31 2013 | |
| 2013/14 | 09/10/2013 | Advertisement | 356.66 | THE MASTHEAD NEWS | 1/4 PAGE ADD | |
| 2013/14 | 31/10/2013 | Executive Director | 4,171.44 | K & L MANAGEMENT | *EXECUTIVE DIRECTORS FEES SEPT/OCT 2013 | |
| 2013/14 | 28/11/2013 | Executive Director | 2,085.72 | K & L MANAGEMENT | *EXECUTIVE DIRECTOR FOR CMC FOR NOV 2013 | |
| 2013/14 | 11/12/2013 | Consulting | 20,855.11 | LURA CONSULTING | 30 Nov/13 Consult Fees Jun1-Nov 30/13 Inv999-11-13 | |
| 2013/14 | 07/01/2014 | Admin (PO Box, Office Exp) | 75.00 | ARCHIBALD, CARMEN | CLERICAL SERVICES | |
| 2013/14 | 31/12/2013 | Executive Director | 2,085.72 | K & L MANAGEMENT | *EXECUTIVE DIRECTOR FOR CMC FOR DEC 2013 | |
| 2013/14 | 31/01/2014 | Executive Director | 2,085.72 | K & L MANAGEMENT | *EXECUTIVE DIRECTOR FEES JAN 14 | |
| 2013/14 | 25/03/2014 | Executive Director | 4,171.44 | K & L MANAGEMENT | *EXECUTIVE ADMIN CHARGES FEB & MAR | |
| FULL YEAR | | | 62,728.26 | | | |
| 2014/15 | 08/04/2014 | Admin (PO Box, Office Exp) | 156.43 | K & L MANAGEMENT | *POST OFFICE BOX REIMBURSEMENT | |
| 2014/15 | 08/04/2014 | Admin (PO Box, Office Exp) | 30.25 | K & L MANAGEMENT | *POST OFFICE BOX REIMBURSEMENT | |
| 2014/15 | 23/05/2014 | Executive Director | 4,171.44 | K & L MANAGEMENT | *EXECUTIVE FEES - APR & MAY 2014 | |
| 2014/15 | 20/06/2014 | Meeting Rooms | 1,538.22 | TRADE CENTRE LIMITED | WASTE RESOURCE SOCIETY MEETING | |
| 2014/15 | 08/08/2014 | Executive Director | 6,257.16 | K & L MANAGEMENT | *EXECUTIVE DIRECTORS FEES-JUNE,JULY,AUG 2014 | |
| 2014/15 | 31/10/2014 | Consulting | 9,406.34 | BEYOND ATTITUDE CONSULTIN | PROF. SERV MAY 15 TO OCT 13/14 | |
| 2014/15 | 13/11/2014 | Executive Director | 6,257.16 | K & L MANAGEMENT | *EXECUTIVE DIRECTORS FEES SEP-NOV, 2014 | |
| 2014/15 | 16/01/2015 | Executive Director | 4,171.44 | K & L MANAGEMENT | EXECUTIVE DIRECTOE FEES - CMC DEC 14 & JAN 15 | |
| 2014/15 | 26/01/2015 | Consulting | 12,576.89 | BEYOND ATTITUDE CONSULTIN | *PRFESSIONAL SERVICES | |
| 2014/15 | 26/01/2015 | Admin (PO Box, Office Exp) | 104.29 | MEECH, KEN | | |
| 2014/15 | 30/03/2015 | Admin (PO Box, Office Exp) | 27.43 | MEECH, KEN | *ACCESS TO BUSINESS PAYMENT NS GOV'T | |
| 2014/15 | 30/03/2015 | Executive Director | 4,171.44 | K & L MANAGEMENT | *EXECUTIVE DIRECTOR FEES FEB & MAR 2015 | |
| 2015/16 | 17/04/2015 | Consulting | 9,010.31 | BEYOND ATTITUDE CONSULTIN | *PROFESSIONAL SERVICES INV 1061 | |
| FULL YEAR | | | 57,878.80 | | | |
| 2015/16 | 31/07/2015 | Executive Director | 4,171.44 | K & L MANAGEMENT | *EXECUTIVE DIRECTOR FOR CMC | |
| 2015/16 | 28/09/2015 | Executive Director | 6,257.16 | K & L MANAGEMENT | | |
| 2015/16 | 30/09/2015 | Admin (PO Box, Office Exp) | 119.60 | MEECH, KEN | *REIUMBURSEMENT | |
| 2015/16 | 21/10/2015 | Executive Director | 4,171.44 | K & L MANAGEMENT | *EXECUTIVE DIRECTOR CMC SEPT/OCT 2015 | |
| 2015/16 | 01/12/2015 | Meeting Rooms | 125.00 | CAMPBELL, MELODY | COASTAL INN HALIFAX | |
| 2015/16 | 01/12/2015 | Meeting Rooms | 5.36 | CAMPBELL, MELODY | | |
| 2015/16 | 31/12/2015 | Consulting | 16,237.33 | BEYOND ATTITUDE | | |
| 2015/16 | 31/12/2015 | Executive Director | 2,085.72 | K & L MANAGEMENT | *EXECUTIVE DIRECTOR FEES NOV/15 | |
| 2015/16 | 31/12/2015 | Executive Director | 3,128.58 | K & L MANAGEMENT | *EXTRA SERVICES AUG, SEPT, OCT/15 | |
| To January 14, 2016 | | | 36,301.63 | | | |



January 5, 2016

Matthew Keliher
Manager, Solid Waste
PO Box 1749
Halifax NS, B3J 3A5

Dear Mr. Keliher,

We attach the proposed budget for the fiscal period 2016/2017 as requested reflecting the increased amount of \$90,000, which is required for the Community Monitoring Committee (CMC) to perform expanded duties.

As John Traves described in the joint sessions between HRM, CMC and Mirror regarding the new agreement with Mirror, HRM's role will be much reduced in the ongoing operations at Otter Lake. However the Operating Permit from NSE will be jointly in the name of HRM and MIRROR. Also, HRM will continue to oversee their contractual relationship with Mirror but the ongoing monitoring of operations and community engagement will become the responsibility of CMC in consultation with Mirror.

The CMC will be expected to keep HRM informed on those issues and seek their input when appropriate.

Without this budget increase, the CMC will not be able to discharge its duties as per the agreement between the Halifax Waste-Resource Society and HRM. The existence of the CMC is a requirement of the Otter Lake Landfill Operating Permit.

As noted in the document the new arrangement will add responsibilities to CMC. However there will be a reduction in the ongoing activities of HRM's Solid Waste which will result in savings much greater than the requested increase in the CMC budget. It should also be noted that the 2016/2107 budget is equal to the original 1999 budget, adjusted for inflation.

Yours truly,

Original Signed

Jack Mitchell
Chair, CMC

Enc.

Role and Activities for CMC - 2016

The following are responsibilities and activities, and requirements, for CMC given the new contract with Mirror.

Responsibilities

1. Regular reporting to community hosting the landfill
2. Monitoring of landfill operations
3. Liaison with Mirror, HRM and NSE

Activities

1. Review and revise existing CMC agreement as necessary
 - a. Revise the existing CMC agreement to include MIRROR representation on the CMC
 - b. Review membership, HRM's ongoing role and ongoing activities relative to monitoring
 - c. Establish access to relevant information on a timely basis
 - d. Develop a schedule of regular meetings
 - e. Examination of operations, review changes to operations (joint initiatives) for major issues
 - f. Review procedures for notification on significant problems (e.g. odour litter etc.)
2. Improved reporting to the local affected community, through a modern website, regular newsletter and use of social media, opportunities for community meetings to provide overview of operations and to provide updates on potential changes proposed.
3. Monitoring of the MIRROR/HRM operations to ensure compliance and changes needed for improvement.
4. Development of regular reporting on key issues relative to environment and nuisances such as odour, litter, impact on water quality, etc, to local community, HRM and NSE.

Requirements

1. Fulfilling the responsibilities and activities above will require professional and support services including management /administration/financial reporting, communications/public relations/facilitation, independent engineering/solid waste expertise, and legal.

Budget

The proposed budget for 2016/2017 provides for ongoing liaison and information sharing between CMC/MIRROR to ensure a relationship based on factual information and transparency, in order to ensure community and environmental protection and an informed public.

There is a need to reach agreement on regular reporting and identification of issues or concerns as they arise, and how they will be mitigated.

This process will require additional research and meetings for the first year so that both parties are satisfied with the ongoing program and most importantly the expectations. Part of the research will include discussions with the NSE to ensure their participation in monitoring the requirements of the permit. Also to ensure we have their advice/input on any proposed changes and the anticipated evaluation of the FEP/WSF facilities.

After the required program is established, in future years the emphasis will be on ongoing monitoring and communications with the community. There will be regular reporting to the community and improved transparency in the operation of the landfill. This will require regular coordination with Mirror, development and distribution of communications materials and ongoing liaison efforts with the community.

The CMC assumes that HRM will want to be kept informed on the operation to ensure the host community and the environment is not at risk given the substantial financial benefits to HRM with the new program of operation.

The budget includes allocations for independent legal and technical expertise. This reflects the need CMC has experienced for independent legal and technical advice over the last 3 years. CMC anticipates that it will continue to require independent advice to confidently and discharge its duties to monitor operations, report to the community, and to resolve issues that may arise. The CMC must be able to obtain information in a timely manner, without obstruction, in order to provide the community with the oversight of the landfill operation as is defined in the agreement between HRM and the Halifax Waste-Resource Society.

There will be significant savings to HRM with the new contract with Mirror, and with the reduction in HRM's monitoring efforts (i.e. the annual savings of approximately \$100,000 by no longer engaging GHD to monitor Mirror's operations and the reduction of in-house efforts). The increased amount in the CMC annual budget is a fraction of the savings that will accrue to HRM on its reduced monitoring efforts alone.

The increase in the CMC budget is equal to the effect of inflation, based on the average annual inflation rate of 2% since the budget was first set in 1999. This budget restores the budget to the original level in the 1999 agreement, and does not reflect an increase beyond inflation.

| Task | Comment | Budget |
|--|--|--------|
| Management/Admin Financial reporting /accounting | Executive Director, meetings, research, professional development for CMC members, liaison with Mirror, HRM and NSE | 38,000 |
| Communication/public relations | Development and maintenance of website, newsletters, public information sessions on changes contemplated, annual information sessions | 30,000 |
| Legal | Draft a revised CMC agreement with inclusion of Mirror as party to agreement, revising existing processes and inclusion of additional info requirements, enhancing existing reporting/information requirements | 7,000 |
| Engineering/solid waste expertise | Development of regular reports to CMC, provision of independent expertise for any significant changes to Otter Lake landfill, research on new technologies etc. | 15,000 |

Other budget assumptions:

1. The budget is net of taxes.
2. The CMC is final authority on budget expenditures.
3. The annual financial report will be placed on the CMC website and tabled with HRM.