



**SPECIAL MEETING OF COUNCIL  
THURSDAY, AUGUST 15, 2024 AT 2:30 P.M.  
COUNCIL CHAMBERS, MUNICIPAL OFFICE  
31C MAIN STREET, SACKVILLE**

- 1. Call Meeting to Order**
- 2. Approval of Agenda**
- 3. In-Camera**
  - a. P-2024-02**
- 4. Conflict Of Interest**
- 5. RFP # 2024-09 – Professional Design Services New Dorchester Fire Station – M. Beal**
- 6. UMNB Annual Conference 2024 Resolutions – J. Borne**
- 7. Tantramar Waste Collection Services Management Agreement – J. Epell**
- 8. By-Law No. 2012-002B – Dorchester Zoning By-Law – Day Care Facilities**
- 9. By-Law No. 2024-15 – A By-Law Relating to Loitering and Soliciting in Tantramar**
- 10. Adjournment**

**\*\*THE FULL SPECIAL MEETING OF COUNCIL PACKAGE WILL BE AVAILABLE AT [www.TantramarNB.com](http://www.TantramarNB.com) THE DAY OF THE MEETING AT 11:30 A.M.**

*Note: In-Camera Meetings deal with items as per section 68(1) of the Local Governance Act – Legal, Police, HR, Confidential Information (ex: Personnel), and/or Financial Agreements of Contracts or Land Transactions*



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**To:** Mayor and Council  
**Submitted by:** Michael Beal – Director of Financial Services  
**Date:** August 13, 2024  
**Subject:** Dorchester Fire Hall Construction Architect

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**PROPOSAL**

To select an Architect firm to perform the design, tender and supervision of construction of a new Dorchester Fire Hall.

**BACKGROUND**

During the 2024 Budget Process, Capital Funds were set aside for the beginning stages of the Construction of a New Dorchester Fire Hall. Council passed the following resolution during the budget process:

#23-242 MOVED BY COUNCILLOR ALLISON BUTCHER AND SECONDED BY COUNCILLOR MICHAEL TOWER THAT COUNCIL AUTHORIZE THE FOLLOWING:

- 1) THAT MOLD REMEDIATION BE UNDERTAKEN INCLUDING CONTENTS REMOVAL AND DECONTAMINATION AT THE FORMER DORCHESTER MUNICIPAL OFFICE BY ACTION AIR MOLD & ASBESTOS AT THE ESTIMATED COST OF \$25,000 INCLUDING GST.
- 2) THAT STAFF BE GIVEN THE DIRECTION TO BEGIN THE PROCESS OF EVALUATING THE POSSIBILITY OF MOVING THE DORCHESTER LIBRARY INTO THE FORMER DORCHESTER MUNICIPAL OFFICE INCLUDING THE COST OF RENOVATIONS TO THE FACILITY.
- 3) THAT STAFF BE GIVEN THE DIRECTION TO PROCEED WITH THE NECESSARY WORK TO BEGIN THE PROCESS OF CONSTRUCTION OF A NEW DORCHESTER FIRE STATION WITH ANTICIPATED OPENING IN 2026.
- 4) THAT DURING THE DESIGN OF THE NEW FIRE STATION THAT CONSIDERATION BE GIVEN TO A SMALL ADMINISTRATIVE OFFICE IN THE FACILITY THAT CAN HOUSE VARIOUS MUNICIPAL STAFF FROM TIME TO TIME ONLY ON AN AS NEEDED BASIS WITH NO PERMANENT REGULAR OPERATING HOURS.

MOTION CARRIED.

In March 2024 Catalyst Consulting Engineers was hired to provide services which included calling an RFP for an Architect to design a proposed Fire Station for Dorchester Fire as per above resolution.

The RFP was issued in June 2024 with a closing date of July 16, 2024.

**DISCUSSION**

Upon opening the RFP, the proponents were evaluated based on quality of proposals submitted. Once the initial evaluations were done by Catalyst the financials were opened and the scoring for the financial component was added to the prior quality of proposals scoring to get a final score for each submission.

See report attached from Catalyst Consulting Engineers relating to the proposal evaluations.

**LEGISLATION/POLICY**

N/A

**FINANCIAL CONSIDERATIONS**

Part of this will be paid using the \$138,000 including HST allocated within the 2024 Capital Budget, additional funds will be budgeted in 2025 and 2026 as the project progresses. As well Capital Reserve Funds and Gas Tax funds will also be used towards this project.

**COMMUNICATIONS/PUBLIC ENGAGEMENT**

Will be undertaken as the project moves forward.

**TANTRAMAR 2024 PRIORITY ACTION PLAN**

This aligns with all three pillars of the 2024 Priority Action Plan:

- 1. Sustainable and Engaging Government
- 2. Financial Sustainability
- 3. Healthy, Safe, Livable Community

**COMMUNITY IMPACT**

Improved Fire Services in the Dorchester and Local Service Districts that it serves.

**CLIMATE CHANGE IMPLICATIONS**

Plan to construct an energy efficient building, Architect to determine during design.

**CLIMATE LENS**

Climate Lens	Towards	Away	No change
Emissions reduction	x		
Stormwater management			x
Thriving natural assets			x
Sustainable processes	x		
Climate change adaptation	x		
Climate leadership	x		

**OPTIONS**

- a) Authorize the expenditure for architect services.
- b) Do not authorize the expenditure for architect services.

**RECOMMENDATION**

Staff recommends that Council authorize the expenditure of up to \$439,950 plus HST with Harvey Architects, Halifax NS toward the construction project of a new Dorchester Fire Station.

**ATTACHMENTS**

Catalyst Consulting Report

August 6<sup>th</sup>, 2024

Municipality of Tantramar  
 31 Main St,  
 Sackville, NB  
 E4L 1G6

**Re: Evaluation of Design Consultant Proposals – New Dorchester Fire Station**

Further to the closing of the RFP for Consultant Design Services, Catalyst Consulting Engineers, acting as the Municipality’s Project Manager, has reviewed and scored each Proposal in accordance with the Evaluation Criteria set out in the RFP.

There was a total of 8 Proposals received at the time of closing. One of the Proposals received (Nadeau Soucy Ellis Architect) did not register with the Municipality as required by the Terms & Conditions of the RFP. In the interest of fairness however, we evaluated the Proposal as opposed to disqualifying it outright.

**Results**

Two independent scorers from Catalyst undertook the review and scoring of the Proposals. Each scorer rated each of the criteria on a scale of 1 to 10 based on quality of the response relative to the criteria being evaluated.

The results of each scorer are presented below:

		<b>Catalyst Scoring Member #1</b>							
<b>Proponent</b>		<b>Acres</b>	<b>Sable</b>	<b>Jost</b>	<b>Soucy</b>	<b>Harvey</b>	<b>Lydon</b>	<b>Design Plus</b>	<b>Algee</b>
Design Team Experience		9	9	8.5	6.5	10	8	5	6
	20	1.8	1.8	1.7	1.3	2	1.6	1	1.2
Key Personnel		8.5	9	8	8	10	9.5	8	8
	20	1.7	1.8	1.6	1.6	2	1.9	1.6	1.6
Management		8.5	8.5	8	8	9	9.5	6.5	8.5
	15	1.275	1.275	1.2	1.2	1.35	1.425	0.975	1.275
Approach & Methodology		9.5	9.5	9	8.5	8	8.5	6	9
	20	1.9	1.9	1.8	1.7	1.6	1.7	1.2	1.8
		<b>66.75</b>	<b>67.75</b>	<b>63</b>	<b>58</b>	<b>69.5</b>	<b>66.25</b>	<b>47.75</b>	<b>58.75</b>



		<b>Catalyst Scoring Member #2</b>							
<b>Proponent</b>		<b>Acres</b>	<b>Sable</b>	<b>Jost</b>	<b>Soucy</b>	<b>Harvey</b>	<b>Lydon</b>	<b>Design Plus</b>	<b>Algee</b>
Design Team Experience		9	10	7.5	5.5	10	8	7	6
	20	1.8	2	1.5	1.1	2	1.6	1.4	1.2
Key Personnel		9.5	9	8	8	9	9.5	8	8
	20	1.9	1.8	1.6	1.6	1.8	1.9	1.6	1.6
Management		9.5	9.5	8	8	9	8.5	7.5	7.5
	15	1.425	1.425	1.2	1.2	1.35	1.275	1.125	1.125
Approach & Methodology		9.5	9.5	7	7.5	9	8.5	6	7
	20	1.9	1.9	1.4	1.5	1.8	1.7	1.2	1.4
		<b>70.25</b>	<b>71.25</b>	<b>57</b>	<b>54</b>	<b>69.5</b>	<b>64.75</b>	<b>53.25</b>	<b>53.25</b>

The results of the two scorers were averaged and in order of top to bottom ranked, the results of the Technical Portion (out of the 75 points available) are below:

<b>Rank</b>	<b>Proponent</b>	<b>Tech. Score</b>
1 (tied)	Sable ARC Studios Inc., Charlottetown, PEI	69.5
1 (tied)	Harvey Architects, Halifax, NS	69.5
2	Acre Architects, Saint John, NB	68.5
3	Lydon Lynch Architects, Halifax, NS	65.5
4	Jost Architects, Salisbury, NB	60
5 (tied)	Nadeau Soucy Ellis Architect	56
5 (tied)	Boyd R. Algee Architect Ltd, Saint John, NB	56
6	Design Plus	50

Based on the above, the 6 compliant firms had their cost envelopes opened and the results are as follows (lowest to highest):

	<b><u>Section A Fixed Fee</u></b>
1. Harvey Architects	\$249,000
2. Jost Architects	\$379,042
3. Lydon Lynch Architects	\$409,500
4. Boyd R Algee Architect Ltd	\$416,918
5. Sable ARC Studios	\$498,750
6. Acre Architects	\$535,800

When these costs were translated to a Cost Score out of 25, the following is the FINAL overall scoring:

Rank	Proponent	Combined Score
1	Harvey Architects, Halifax, NS	94.5
2	Lydon Lynch Architects, Halifax, NS	74.4
3	Jost Architects, Salisbury, NB	71.9
4	Sable ARC Studios Inc., Charlottetown, PEI	69.5
5	Acre Architects, Saint John, NB	68.5
6	Boyd R. Algee Architect Ltd, Saint John, NB	64.1
N/A	Nadeau Soucy Ellis Architect	DQ
N/A	Design Plus	DQ

Therefore, it is our recommendation to award the contract to Harvey Architecture for their quoted submission of \$249,000 for their fixed fee plus the \$170,000 identified in the cash allowance for the Project Manager and reimbursable disbursements for a contract award total of \$419,000 plus HST.

In addition, we recommend funding approval for an additional 5% of the above to cover any contract changes which may be required over the course of the contract for a total Approval amount of \$439,950.

For reference, in the Total Project Budget provided to Council, this line object was budgeted at \$498,800 – therefore the above is 12% under budget.

Trusting this is of assistance, if you require any additional clarification / information, please don't hesitate to contact me at your convenience.

Regards,

**CATALYST CONSULTING ENGINEERS INC.**



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Andrew Amos, P.Eng.  
Senior Partner  
(902) 802-0306



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**To:** Mayor and Council  
**Submitted by:** Jennifer Borne, Chief Administrative Officer  
**Date:** August 13, 2024  
**Subject:** UMNB Resolutions 2024

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## **PROPOSAL**

Present draft Resolutions for submission at UMNB Annual Conference AGM.

## **BACKGROUND**

The UMNB Annual Conference is scheduled to be held on October 4-6, 2024 in Fredericton. The UMNB Annual General Meeting (AGM) will be held on October 6, 2024. During the AGM each year, new resolutions that have been submitted by municipalities are discussed and voted upon. The Tantramar resolutions coming forward at the AGM are attached for your information.

## **DISCUSSION**

A variation of the first Resolution was initially submitted to UMNB in 2018 from the former Town of Sackville. This is a closed resolution and UMNB inquired if Tantramar wanted to bring the resolution back. Staff have updated the Resolution for Council to consider requesting UMNB to lobby the Provincial Government to provide Municipalities an annual financial contribution towards providing fire emergency services for highways within its jurisdiction.

During Tantramar's Municipal Roadshows, many residents in Ward 2 talked about the effects of blasting within the Ward and that residents who are impacted by the continued blasting at current and soon to be new quarry pits. Staff have drafted a resolution requesting UMNB to lobby the Provincial Government for stronger rules, and regulations including the addition of a mandatory pre-blast survey as outlined in New Brunswick Regulations 89-108 Schedule "A" Blasting Code and the requirement for more frequent on-site inspections.

## **LEGISLATION/POLICY**

New Brunswick Regulation 89-108

## **FINANCIAL CONSIDERATIONS**

N/A

## **COMMUNICATIONS/PUBLIC ENGAGEMENT**

A report of the UMNB Annual Conference and results of the voting of resolutions will be brought to a Committee of the Whole Meeting in November.

## **TANTRAMAR 2024 PRIORITY ACTION PLAN**

This aligns with pillar no. 1 – Sustainable and Engaging Government of the 2024 Priority Action Plan.

## **COMMUNITY IMPACT**

N/A

**OPTIONS**

- a) Pass a motion to submit the two resolutions to UMNB to be added to the AGM agenda
- b) Do not pass a motion to submit the two resolutions to UMNB to be added to the AGM agenda

**RECOMMENDATION**

Staff recommends that Council consider passing a motion to submit the two resolutions to UMNB to be added to the AGM agenda.

**ATTACHMENTS**

Draft UMNB Resolutions



**DRAFT UMNb RESOLUTIONS FROM THE MUNICIPALITY OF TANTRAMAR**

**UMNB ANNUAL CONFERENCE 2024**

**FINANCIAL CONTRIBUTION TOWARDS HIGHWAY FIRE EMERGENCY SERVICES**

WHEREAS MUNICIPALITIES PROVIDE FIRE PROTECTION AND EMERGENCY SERVICES, SUCH AS VEHICLE EXTRICATION, TO THEIR RESIDENTS AS WELL AS OTHER AREAS OUTSIDE THEIR BOUNDARIES; AND

WHEREAS THERE IS NO FUNDING FOR MUNICIPALITIES PROVIDING SERVICES TO HIGHWAYS WHICH INCLUDES THE TRANS CANADA HIGHWAY AS WELL AS DESIGNATED HIGHWAYS; AND

WHEREAS MUNICIPALITIES HAVE TO PURCHASE ADDITIONAL FLEET AND EQUIPMENT AS WELL AS PROVIDE TRAINING TO THEIR MEMBERS/EMPLOYEES IN ORDER TO RESPOND TO HIGHWAY EMERGENCIES; AND

WHEREAS A SIGNIFICANT AMOUNT OF PERSONNEL TIME AND RESOURCES ARE SPENT BY EACH MUNICIPALITY IN BEING TRAINED FOR AND IN RESPONDING TO HIGHWAY EMERGENCIES THAT ARE VERY SPECIFIC IN NATURE; AND

WHEREAS NO FUNDS ARE PROVIDED TO MUNICIPALITIES FOR PROVIDING EMERGENCY SERVICES TO HIGHWAYS THAT ARE A PROVINCIAL RESPONSIBILITY;

BE IT RESOLVED THAT THE MUNICIPALITY OF TANTRAMAR REQUEST UMNb TO LOBBY THE PROVINCIAL GOVERNMENT OF NEW BRUNSWICK IN ORDER TO PROVIDE MUNICIPALITIES AN ANNUAL FINANCIAL CONTRIBUTION TOWARDS PROVIDING FIRE EMERGENCY SERVICES FOR HIGHWAYS WITHIN ITS JURISDICTION.

**STRONGER RULES & REGULATIONS FOR PRIVATE QUARRIES & PITS**

WHEREAS SEVERAL MUNICIPALITIES ACROSS NEW BRUNSWICK HAVE PRIVATE QUARRIES AND PITS WITHIN THEIR BOUNDARIES; AND

WHEREAS THOSE PRIVATE QUARRIES AND PITS ARE SUBJECT TO AN APPROVAL TO OPERATE ISSUED BY THE DEPARTMENT OF ENVIRONMENT AND LOCAL GOVERNMENT UNDER THE AIR QUALITY REGULATION – CLEAN AIR ACT;

BE IT RESOLVED THAT THE MUNICIPALITY OF TANTRAMAR REQUEST UMNb TO LOBBY THE PROVINCIAL GOVERNMENT OF NEW BRUNSWICK FOR STRONGER RULES, AND REGULATIONS INCLUDING THE ADDITION OF A MANDATORY PRE-BLAST SURVEY AS OUTLINED IN NEW BRUNSWICK REGULATIONS 89-108 SCHEDULE “A” BLASTING CODE AND THE REQUIREMENT FOR MORE FREQUENT ON-SITE INSPECTIONS.



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**To:** Mayor and Council  
**Submitted by:** Jon Eppell, Director of Engineering & Public Works  
**Date:** August 13, 2024  
**Subject:** Waste Collection Services – Management Agreement

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## **PROPOSAL**

Present information on Services Agreement for waste collection services and request authorization from Council.

## **BACKGROUND**

With amalgamation in January 2023, Dorchester, Sackville and former LSD areas were merged, introducing three waste collection contracts with varying conditions and terms. Additionally, waste collection service prices have jumped significantly in recent years, in some cases doubling costs. It was apparent that other municipalities were facing similar challenges and as a result a discussion started on having one party deliver a regional solution. The goal was to simplify service delivery and allow for larger contracts and routes. This should be more appealing to service providers and result in the least possible cost for service.

The Southeast Regional Service Commission (SERSC) agreed to take on procurement and management of a regional waste collection services contract.

Council was presented with information at the February 26, 2024 Council meeting regarding actions by SERSC. Council passed a motion on March 12, 2024 indicating Council's intent to opt-in to a regional solid waste collection model to be managed by Eco360 starting February 1, 2025 or earlier.

The existing waste collection contracts expire January 31, 2025. SERSC is arranging for extension of Fero's contract for the LSD areas to January 31, 2025. The intent is for SERSC to take over management of waste collection services and for the new waste collection contract to start February 1, 2025.

SERSC issued a Request for Proposals on May 30, 2024 for waste collection services (clear and blue bag on alternate weeks and green bag weekly), which closed June 21, 2024. Tantramar was included in Collection Zone 2 with Shediac, Cap-Acadie, Straight Shores, Memramcook Rural District. The contract will include a fuel cost adjustment shared 50/50 with the service provider, to be billed to the municipalities at the end of the year. Bi-weekly collection of a large bulky waste item will replace the spring and fall clean-ups. To optimize efficiency and minimize costs, routes and schedules are by the service provider and should be available in September. It will be necessary for Tantramar to communicate changes to waste collection services.

SERSC has reviewed the two submitted proposals and identified a preferred proponent, who happens to be the lower cost. A contract has not been signed with the preferred proponent pending Management Agreements with the municipalities.

The waste collection industry has experienced significant inflation in the last few years due to increased purchase prices of equipment (garbage truck 70% more), increased wages, challenges with labour availability, increased borrowing costs and insurance costs. The proposal price for waste collection, effective February 1, 2025, will increase 30.9% in Year 1 and then 3% in each of Years 2 to 5. The former LSD pricing was based on assessed value, whereas Dorchester and Sackville were based on residential

units. The proposed cost includes an allowance of \$6.60 for SERSC overhead and is compared to blended 2024 cost for all Tantramar, including clean-up (spring, fall and Christmas tree).

There will be a \$29.87/residential unit subsidy from Circular Materials which will reduce the net waste collection service costs to 9.4% in Year 1.

There should be some further reductions due to Circular Materials subsidies to SERSC for waste disposal, which will reduce the cost to municipalities, including Tantramar. The expectation is that the waste collection and disposal cost in 2025 should be about the same as in 2024.

Pricing for municipal commercial waste collection from containers is separate from the waste collection for residences above and is an optional item. Containers are at the Tantramar Veterans Memorial Civic Centre, Dorchester Community Centre and Public Works Sackville. 2024 cost is \$11,534.04 and it is proposed to be slightly more than double in 2025 and then 3% in each of Years 2 to 5. Staff are exploring alternatives and should have information shortly.

## **DISCUSSION**

Before SERSC contracts with the preferred service provider, SERSC requires an agreement be established with the participating municipalities.

The RFP includes collection of the clear and blue bags on alternate weeks and green bag weekly. Spring and fall clean ups are replaced with allowance to place one large item on clear bag garbage collection weeks. The Christmas tree clean-up is included. Collection of waste from municipal dumpsters on School Street, Dorchester, Main Street, Sackville and Crescent Street, Sackville was included as an optional item. Given the prices for collection from municipal dumpsters alternatives are being evaluated.

Start dates would be staged with former unincorporated areas starting November 4, 2024 and incorporated areas on February 1, 2025. For the former unincorporated areas, the existing service providers contract would be extended to January 31, 2025.

A draft agreement has been provided for Tantramar's consideration. The agreement generally appears satisfactory; however the indemnity and insurance clauses are currently with Tantramar's Solicitor for further review.

The agreement will be for a five-year term with the option to extend it for two additional one-year extensions.

## **LEGISLATION/POLICY**

N/A

## **FINANCIAL CONSIDERATIONS**

The management cost is about \$23,000 and will be budgeted for 2025. It is expected that there will be offsetting subsidies that should result in the 2025 cost for waste collection and disposal being close to the 2024 cost.

## **COMMUNICATIONS/PUBLIC ENGAGEMENT**

N/A

## **TANTRAMAR 2024 PRIORITY ACTION PLAN**

The Management Agreement for waste collection services aligns with Pillar no. 3 – Healthy, Safe and Livable Community.

## **COMMUNITY IMPACT**

The Management Agreement should not have a community impact.

However, regional waste collection services will replace semi-annual clean-ups (spring and fall) with bi-weekly bulky waste collection. The end of the university school year in Sackville is when there is usually a large amount of waste, presumably as students vacate rentals at the end of the school year.

Communications should target students and landlords. Tantramar will request that the EcoDepot be scheduled for the end of April in Sackville to coincide with the end of the university school year to try to mitigate challenges.

The preferred service provider will be establishing the collection routes and schedule. The request for proposals has the proponents providing scheduling to optimize efficiency and minimize costs. The route and schedule information will be known in September 2024 and may result in changes to the existing schedule and routes, which will require communication.

**CLIMATE CHANGE IMPLICATIONS**

N/A

**CLIMATE LENS**

Climate Lens	Towards	Away	No change
Emissions reduction			x
Stormwater management			x
Thriving natural assets			x
Sustainable processes			x
Climate change adaptation			x
Climate leadership			x

**OPTIONS**

N/A

**RECOMMENDATION**

It is recommended that Council consider authorizing the Mayor and Clerk to sign and seal the Waste Collection Services Management Agreement with the Southeast Regional Services Commission with an effective date of February 1, 2025.

**ATTACHMENTS**

# Waste Collection Services Management Agreement

This Services Agreement (this "**Agreement**"), dated as of February 1, 2025 (the "**Effective Date**"), is entered into by and between:

**SOUTHEAST REGIONAL SERVICES COMMISSION**, a body corporate duly constituted under and by virtue of the *Regional Services Delivery Act* (New Brunswick) ("**SERSC**")

and

Each Municipality listed in Schedule A, as modified from time to time in accordance with this Agreement, whether such Municipality is an original party to this Agreement or becomes a party to this Agreement by signing an acknowledgement in the form of Schedule B or in another form as may be agreed by SERSC (each a "**Municipality**")

**WHEREAS** the Municipality is responsible to manage the collection of household waste;

**AND WHEREAS** the Municipality is desirous of having SERSC manage the collection of household waste on its behalf;

**AND WHEREAS** the SERSC is desirous of managing the procurement process and the contracts with the collectors of household waste (the "**Collectors**") related to the collection of household waste for several municipalities and rural districts, including the Municipality;

**AND WHEREAS** the Municipality wishes to engage the SERSC with respect to the management of the procurement process and subsequent contracts with Collectors as described above and to provide the Services (as defined herein);

**AND WHEREAS** the SERSC has issued a Request for Proposal #2024-01 with respect to residential waste collection services, a copy of which is attached hereto as Schedule C (the "**RFP**");

**AND WHEREAS** this is a non-mandated service under the *Regional Service Delivery Act* (New Brunswick) (the "**RSDA**") and therefore all services referenced herein are to be fully financed through the participating Municipalities;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SERSC and Municipality agree as follows:

1. Services. SERSC shall provide to Municipality the services (the "**Services**") set out in Schedule D attached hereto. Any changes to the Services shall be only be deemed to have been accepted if signed by the SERSC Contract Manager (as defined in Section 2.1(a) below) and the Municipality Contract Manager (as defined in Section 3.1 below), appointed pursuant to Section 2.1(a) and Section 3.1, respectively. The details of the method and manner for performance of the Services by the SERSC shall be under its own control, Municipality being interested only in the results thereof.

2. SERSC Obligations. SERSC shall:
  - 2.1 Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:
    - (a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**SERSC Contract Manager**").
    - (b) A number of employees or agents that it deems sufficient to perform the Services.
  - 2.2 Maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term, upon Municipality's written request, SERSC shall allow Municipality or Municipality's representative to inspect and make copies of such records in connection with the provision of the Services; provided that Municipality provides SERSC with at least Ten (10) business days advance written notice of the planned inspection and any such inspection shall take place during regular business hours.
3. Municipality Obligations. Municipality shall:
  - 3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Municipality Contract Manager**"), with such designation to remain in force unless and until a successor Municipality Contract Manager is appointed.
  - 3.2 Require that the Municipality Contract Manager respond promptly to any reasonable requests from SERSC for instructions, information or approvals required by SERSC to provide the Services.
  - 3.3 Cooperate with SERSC in its performance of the Services.
  - 3.4 Advise the SERSC of any new collection points (such as new housing developments) as soon as reasonably possible and in any event no less frequently than every six (6) months during the term of this Agreement.
  - 3.5 Take all steps necessary, including obtaining any required licenses or consents, to prevent Municipality-caused delays in SERSC's provision of the Services.
4. Fees and Expenses.
  - 4.1 In consideration of the provision of the Services by the SERSC and the rights granted to Municipality under this Agreement, Municipality shall pay the fees (the "**Fees**") set out in SERSC's then current fee schedule (the "**Fee Schedule**"). Attached as Schedule E is the current Fee Schedule as at the date of this Agreement. Said Fees will be invoiced to each Municipality on an annual basis, as part of the regular annual SERSC invoice, paid in equal monthly installments.
  - 4.2 Municipality acknowledges and agrees that the Fee Schedule may change from time to time based on certain factors such as, without limiting, the number of Municipalities who are a party to this Agreement. SERSC will advise the Municipal Contract

Manager of any changes to the Fee Schedule which may occur from time to time in SERSC discretion, acting in good faith.

4.3 Municipality shall be responsible for all goods and services tax, harmonized sales tax, provincial sales tax, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity or regulatory authority on any amounts payable by Municipality hereunder.

4.4 The Municipality recognizes and agrees that the Services constitute services within the meaning of the RSDA and that Part 3 of the RSDA applies to the Services. If for any reason the Minister (as such term is defined in the RSDA) determines that the Services are not governed pursuant to the RSDA and the Municipality fails to pay any undisputed amounts when due hereunder and such failure continues for ninety (90) days following written notice thereof, SERSC shall be entitled to suspend the provision of any Services. Furthermore, except for invoiced payments that the Municipality has successfully disputed, all late payments shall bear interest at the lesser of the rate of the Royal Bank of Canada's Prime Lending Rate plus three percent per annum or the highest rate permissible under applicable law, calculated daily and compounded monthly. Municipality shall also reimburse SERSC for all costs incurred in collecting any late payments, including, without limitation, legal fees. Any steps taken by SERSC in accordance with this Section 4.4 are in addition to all other remedies available under this Agreement or at law (which SERSC does not waive by the exercise of any rights hereunder).

5. Representations and Warranties.

5.1 Each Party to this Agreement hereby represents and warrants to the other that:

- (a) They are duly incorporated and validly existing under the laws of New Brunswick and has the corporate power and capacity to enter into and perform its obligations under this agreement;
- (b) This Agreement has been duly authorized, executed and delivered by it, and (assuming due signature and delivery by the other Parties) is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction; and
- (c) The signature, delivery and performance of this Agreement does not and will not contravene the provisions of its constating documents or other organizational documents, or the provisions of any by-law, regulation, indenture, agreement or other document to which it is a party or by which it may be bound.

6. Limited Warranty and Limitation of Liability.

6.1 SERSC warrants that it shall perform the Services:

- (a) Using personnel of commercially reasonable skill, experience, and qualifications.
- (b) In a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.

6.2 SERSC's sole and exclusive liability and Municipality's sole and exclusive remedy for breach of this warranty shall be as follows:

- (a) SERSC shall use commercially reasonable efforts to promptly cure any such breach; *provided that*, if SERSC cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Municipality's written notice of such breach, Municipality may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 9.3.
- (b) In the event the Agreement is terminated pursuant to Section 6.2(a), SERSC shall within thirty (30) days after the effective date of termination, refund to Municipality any fees paid by the Municipality as of the date of termination for the Service (as defined in Section 7 below), less a deduction equal to the fees for receipt or use of such Service up to and including the date of termination on a pro-rated basis.

6.3 SERSC MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 6.1, ABOVE. ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERSC PROVIDES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED BY THE COLLECTORS OR ANY OTHER THIRD-PARTY ENTITY.

7. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, moral rights, and all other rights in and to all documents, work product, and other materials that are delivered to Municipality under this Agreement or prepared by or on behalf of the SERSC in the course of performing the Services, except for any Confidential Information of Municipality or Municipality materials, shall be owned by SERSC.

8. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public proprietary and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within ten (10) business days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); *provided, however, that* Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable



degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For the purposes of this Section 8, Receiving Party shall mean the Receiving Party's employees, managers, agents and officers.

## 9. Term, Termination and Survival.

- 9.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of 5 years, unless sooner terminated pursuant to Section 9.3 or Section 9.4 (the "**Initial Term**").
- 9.2 The Municipality may renew this Agreement for up to two (2) additional one (1) year terms by providing the SERSC written notice of its intent to renew at least six (6) months prior to the end of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). If the Term is renewed for any Renewal Term(s) pursuant to this Section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal. If the Municipality fails to provide the SERSC timely notice of its intent to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.
- 9.3 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:
- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
  - (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
  - (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing.
  - (d) Is dissolved or liquidated or takes any corporate action for such purpose.
  - (e) Makes a general assignment for the benefit of creditors.

- (f) Has a receiver, trustee, custodian, liquidator or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.4 Notwithstanding anything to the contrary in Section 9.3(a), SERSC may terminate this Agreement before the expiration date of the Term on written notice if Municipality fails to pay any amount when due hereunder: (a) and such failure continues for sixty (60) days after Municipality's receipt of written notice of nonpayment; or (b) more than two (2) times in any twelve (12) month period.

9.5 The rights and obligations of the Parties set forth in this Section 9.5 and Sections 7, 8 and 10, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## 10. Indemnification

10.1 Subject to the limitations set forth in Section 11, each of the Parties herein (the "**Indemnifying Party**") agree and acknowledge that they will indemnify, hold harmless and defend the other Party (the "**Indemnified Party**") against any and all claims, demands, actions, causes of action, damages, losses, costs, liabilities or expenses (collectively, the "**Losses**") in respect of all covenants, provisos, obligations, terms and conditions contained in the RFP or arising out of the RFP if the Claims are a result of the Indemnifying Party's default of any term or condition contained herein or the termination of this Agreement prior to the end of the Term for any reason whatsoever other than a material default by the Indemnified Party of their obligations under this Agreement.

10.2 Notwithstanding anything to the contrary in this Agreement, the Indemnifying Party is not obligated to indemnify, hold harmless or defend Indemnified Party against any claim (whether direct or indirect) if such claim or the corresponding Losses arise out of or result from Indemnified Party's:

- (a) gross negligence or willful misconduct; or
- (b) bad faith or failure to comply with any of its material obligations as set forth in this Agreement.

## 11. Limitation of Liability.

11.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, AGGRAVATED, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2 WITH THE EXCEPTION OF THE PAYMENT OF THE FEES BY THE MUNICIPALITY UNDER THIS AGREEMENT FOR WHICH THERE SHALL BE NO MAXIMUM

AGGREGATE LIABILITY, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERSC PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM (EXCLUDING ANY PORTION OF THE AMOUNTS PAID OR PAYABLE WHICH ARE PAID OR PAYABLE TO A THIRD PARTY SERVICE PROVIDER.

12. Dispute Resolution.

12.1 The parties shall resolve any dispute, controversy, disagreement, or claim arising out of, relating to or in connection with this Agreement, or the breach, termination, existence or invalidity hereof (each, a "**Dispute**"), under the provisions of Sections 12. The procedures set forth in Sections 12 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time.

12.2 A party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including without limitation not fewer than three (3) negotiation sessions. In the event that such Dispute is not resolved on an informal basis within twenty (20) days after one party delivers the Dispute Notice to the other party, either party may, by written notice to the other party ("**Escalation to Executive Notice**"), refer such Dispute to the executives of each party set forth below (or to such other person of equivalent or superior position designated by such party in a written notice to the other party, "**Executive(s)**").

Executive of SERSC:	[EXECUTIVE NAME], [TITLE] 70 Enviro Drive Berry Mills, NB E1G 5X5 [Email: [EMAIL ADDRESS]]
Executive of Municipality:	[EXECUTIVE NAME], [TITLE] [ADDRESS] [Email: [EMAIL ADDRESS]]

For purposes of clarification, the party sending the Dispute Notice and the Escalation to Executive Notice shall send such notices in compliance with this Agreement's notice provisions, provided that the party sending an Escalation to Executive Notice shall also send a copy of such notice to the Executives designated above.

If the Executives cannot resolve any Dispute during the time period ending fourteen (14) days after the date of the Escalation to Executive Notice (the last day of such time period, the "**Escalation to Mediation Date**"), either party may initiate mediation under.

12.3 Mediation.

- (a) Subject to, the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties. The place of the mediation shall be Moncton, New Brunswick.
- (b) The parties further agree that all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, *provided that* evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

12.4 If the Parties cannot resolve for any reason, including, but not limited to, the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, any Dispute within thirty (30) days after the Escalation to Mediation Date, either Party may file suit in a court of competent jurisdiction.

13. Entire Agreement. This Agreement, including and together with any exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that nothing in this Agreement shall be interpreted as including or otherwise amending any waste disposal services provided by the Services Provider to the Municipality and the payment therefore which shall continue to be treated separate and apart from this Agreement.

14. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (other than routine communications having no legal effect) (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, nationally recognized same day or overnight courier (with all fees prepaid), email of a PDF document (with confirmation of receipt or transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is conclusively deemed to have been validly and effectively given: (a) if sent by personal delivery or by courier (all fees prepaid) on the date of receipt; (b) if sent by email of a PDF document, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment); or (c) if sent by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid on the fifth day after the mailing thereof.

If to SERSC:                      70 Enviro Drive

Berry Mills, NB E1G 5X5

Email: [EMAIL ADDRESS]

Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

If to Municipality: To the address or email address, as applicable, set forth in the Schedules to this Agreement or the last address or email address designated by such Party pursuant to this Section.

15. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Amendments and Modifications. No amendment to or modification of or termination of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Several Obligations. All obligations of each Municipality under this Agreement are several and not joint, and in no event shall one Municipality have any liability or obligation pursuant to this Agreement with respect to the acts or omissions of another Municipality who is a party to this Agreement.

19. Assignment. Municipality shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of SERSC. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve the Municipality of any of its obligations under this Agreement. SERSC may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of SERSC's assets without Municipality's consent.

20. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective successors and assigns.

21. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

23. Governing Law. This Agreement, including all schedules, attachments, and appendices attached to this Agreement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Province of New Brunswick, and the federal laws of Canada applicable therein without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Province of New Brunswick.

24. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Municipality to make payments to SERSC hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, tsunami, fire, earthquake, or explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law, or actions; (f) embargoes, or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns, or other industrial disturbances; (i) telecommunication breakdowns, power outages or shortages or inability or delay in obtaining supplies of adequate or suitable materials; (j) failure of any governmental or public authority to grant a necessary licence or consent; and (k) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

25. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 14, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**SOUTHEAST REGIONAL SERVICES  
COMMISSION**

By \_\_\_\_\_

Name:

Title:

[MUNICIPALITY NAME]

By \_\_\_\_\_

Name:

Title:



**SCHEDULE A**  
**MUNICIPALITIES**

**[NAME OF MUNICIPALITY]**

[Address]  
[City], [Province]  
[Postal Code]

Municipality Contract Manager: [Name]  
Email: [Email Address]

**[NAME OF MUNICIPALITY]**

[Address]  
[City], [Province]  
[Postal Code]

Municipality Contract Manager: [Name]  
Email: [Email Address]

**[NAME OF MUNICIPALITY]**

[Address]  
[City], [Province]  
[Postal Code]

Municipality Contract Manager: [Name]  
Email: [Email Address]

**[NAME OF MUNICIPALITY]**

[Address]  
[City], [Province]  
[Postal Code]

Municipality Contract Manager: [Name]  
Email: [Email Address]

**SCHEDULE B**

**FORM OF COUNTERPART**

**COUNTERPART AND ACKNOWLEDGEMENT**

**TO:** **SOUTHEAST REGIONAL SERVICES COMMISSION**, a body corporate duly constituted under and by virtue of the *Regional Services Delivery Act* (New Brunswick) ("**SERSC**")

**RE:** Waste Collection Services Management Agreement (the "**Agreement**") dated as of the \_\_\_\_ of \_\_\_\_\_, 2024 among, *inter alia*, the SERSC, [NTD: include list of initial municipalities]

The undersigned acknowledges having received and had an opportunity to review a copy of the Agreement and hereby agrees to be fully bound by and subject to the terms of the Agreement as a Party thereto, including all the covenants, representations and warranties, rights and obligations of a Municipality under the Agreement, as fully and effectively as though the undersigned had signed the Agreement as a Municipality together with the other Parties to the Agreement.

For purposes of notification under the Agreement and for the purposes of identifying a contract manager for the undersigned, the undersigned confirms the following information:

[Name of Municipality]

[Address]

[City], [Province]

[Postal Code]

Municipality Contract Manager: [Name]

Email: [Email Address]

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Agreement.

**IN WITNESS WHEREOF**, the undersigned has executed this Counterpart and Acknowledgement as of [DATE].

**[NEW MUNICIPALITY]**

By: \_\_\_\_\_

Name:

Title:

**SCHEDULE C**  
**REQUEST FOR PROPOSAL #2024-01**

[SEE ATTACHED]

## **SCHEDULE D**

### **DESCRIPTION OF SERVICES**

The SERSC shall be responsible for administrating the contract entered into as a result of the RFP and to act as intermediary between the Municipality and the successful respondent to the RFP in relation to the services provided pursuant to the RFP.

**SCHEDULE E**

**FEE SCHEDULE**

- Waste Collection Costs and overhead will be invoiced to municipalities/rural district on an annual basis, as part of the regular annual SERSC invoice.
  - o The invoices are to be paid in equal monthly installments.
- Waste Collection Costs are shared equally across all households/collection points per Collection Zone, as quoted by Waste Hauler.
- SERSC Overhead costs are shared equally across all households/collection points of the participating Municipalities and Rural District.
- Household/collection point counts are to be updated every 6 months.
- Invoice amounts to each municipality/rural district will be comprised of:
  - o Collection cost as quoted by Waste Hauler per household x households in respective municipality/rural district
  - o SERSC overhead costs per per household x households in respective municipality/rural district

o

Contract Year	Costs per Household / Collection Point per Year				
	SERSC Overhead	Collection Zone 1 Fundy Albert Salisbury Three Rivers Maple Hills Rural District		Collection Zone 2 Shediac Cap-Acadie Straight Shores Tantramar Memramcook Rural District	
		Waste Hauler Cost	Total Collection Zone 1 Cost (overhead + waste hauler)	Waste Hauler Cost	Total Collection Zone 2 Cost (overhead + waste hauler)
Year 1	\$ 6.60	\$ 179.41	\$ 186.01	\$ 174.84	\$ 181.44
Year 2	\$ 6.80	\$ 184.80	\$ 191.60	\$ 180.08	\$ 186.88
Year 3	\$ 7.00	\$ 190.34	\$ 197.34	\$ 185.48	\$ 192.48
Year 4	\$ 7.21	\$ 196.05	\$ 203.26	\$ 191.05	\$ 198.26
Year 5	\$ 7.43	\$ 201.93	\$ 209.36	\$ 196.78	\$ 204.21

- Fuel Cost Adjustment

- Per the RFP, fuel costs are monitored and any increases/decreases in fuel costs are shared equally between the Waste Hauler and the SERSC.
- Fuel Cost Adjustments are done monthly.
- Accumulated Fuel Cost Adjustments are credited/debited to the Waste Hauler every 6 months, as applicable.
- The balance of Fuel Cost Adjustments at the end of every year will be credited or debited to the municipalities/rural districts, as applicable.



**Synopsis:** Text Amendment to Dorchester Zoning

**Date:** August 13, 2024

**Department:** Plan360

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## **DESCRIPTION**

The proposed text amendment to permit Daycares in the Village Core Zone of the Dorchester Zoning By-Law was presented to Council at the Committee of the Whole meeting of April 22, 2024. Day care facilities are listed as a permitted use in the institutional zone but are not listed in the Village Core Zone. The application proposes to add "day care facilities" to the list of permitted uses in the Village Core Zone. A copy of the report can be found on Page 3 of the April Committee of the Whole Package found here: <https://sackville.com/wp-content/uploads/2024/04/Committee-of-the-Whole-April-22-2024.pdf>

A public hearing was held on Monday, June 24, 2024, regarding the proposed text amendment to the Dorchester Zoning By-Law. No comments or concerns were received. A video of the Public Hearing can be found at: <https://www.youtube.com/watch?v=4QDt6Qz4nd0>

## **PROPOSED MOTIONS**

That Council give third and final reading to By-Law No. 2012-002B, A By-Law to Amend By-Law No. 2012-002B The Village of Dorchester Zoning By-Law.



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**Synopsis:** By-Law No. 2024-15 A By-Law Relating to Loitering and Soliciting In Tantramar

**Date:** August 13, 2024

**Department:** Legislative Services

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#### **DESCRIPTION**

An updated Loitering and Soliciting By-Law was presented to Council on June 24, 2024 at the Committee of the Whole Meeting and received first and second reading at the Regular Council Meeting of July 9, 2024.

By-Law No. 2024-15, A By-Law Relating to Loitering and Soliciting in Tantramar was presented at the Committee of the Whole meeting of June 24, 2024 under CDR #2024-060. A copy of the report can be found on page 38 of the June Committee of the Whole Package: <https://sackville.com/wp-content/uploads/2024/06/Committee-of-the-Whole-June-24-2024.pdf>

#### **PROPOSED MOTION**

That Council give third and final reading to By-Law No. 2024-15, A By-Law Relating to Loitering and Soliciting in Tantramar.