

THIS AGREEMENT made this 28th day of January, 2007

BETWEEN:

THE MUNICIPALITY OF THE COUNTY OF RICHMOND
an incorporated municipality pursuant to the Municipal Government Act;
(hereinafter “the Municipality”)

OF THE FIRST PART

- and -

THE VILLAGE OF ST. PETER’S
an incorporated village pursuant to the Municipal Government Act
(hereinafter “the Village”)

OF THE SECOND PART

WHEREAS the parties have been offered funding from the *Canada-Nova Scotia Municipal Rural Infrastructure Fund* for a joint project to establish and improve water services to the communities of Samsonville and St. Peter’s in Richmond County;

AND WHEREAS the parties have agreed to enter into an inter-municipal services agreement to establish and delegate powers to a body corporate for that purpose;

NOW THEREFORE, in consideration of the services and contributions described herein, the parties agree as follows:

Interpretation

1. In this Agreement,
 - a. “MGA” means the *Municipal Government Act*, S.N.S. 1998, c.18, as amended;
 - b. “PUA” means the *Public Utilities Act*, R.S.N.S. 1989, c.380;
 - c. “NSURB” means the Nova Scotia Utility and Review Board;
 - d. “Service Area” means the communities of Samsonville and the Village of St.

Peter's in Richmond County as shown in Schedule "A" hereto; [map and description of service area to be attached as Schedule "A"]

- e. "Utility" means the body corporate established and incorporated by this Agreement.

Agreement

- 2. This agreement is made pursuant to section 60 of the *Municipal Government Act*, S.N.S. 1998, c.18, as am.
- 3. The Municipality and the Village hereby establish the Utility, a separate body corporate pursuant to ss.60(1) and 60(4) of the *MGA*.
- 4. The Municipality and the Village are the Utility's subscribing and only members.
- 5. The Utility's object is the provision of water utility services to the Service Area.
- 6. The Utility shall be known as the St. Peter's, Samsonville and Area Water Utility.
- 7. The Municipality and the Village shall jointly seek NSURB recognition and approval of the Utility as a public water utility within the meaning of the *Public Utilities Act*, R.S.N.S. 1989, c.380.
- 8. The Utility's powers and responsibilities are as defined hereunder.
- 9. In accordance with ss.60(2)(c) of the *MGA*, and subject to the terms of this Agreement, the Municipality and the Village delegate to the Utility the following powers and authority with reference to the establishment, ownership, management, control and operation of a public water utility in the Service Area:
 - a. the authority to acquire property, including real property, needed for the provision of water utility services to the service area;
 - b. the authority to sell property at market value when such property is no longer

required for the purposes of the Utility;

- c. the authority to lease property at market value for its purposes;
 - d. the authority to borrow funds as required for its purposes, and to apply for guarantees of borrowing to the Municipality and / or the Village pursuant to ss.60(4)(b) of the *MGA*;
 - e. the authority to enter into such contracts as are reasonably necessary for its purposes, including but not limited to contracts for engineering, design, construction, insurance, employment, easement, and including contracts with the subscribing members and / or with other persons;
 - f. the authority to apply directly to the NSURB for approvals under the *PUA*, including but not limited to approvals of water rates and Utility regulations;
 - g. the authority to bring and / or defend actions in its own right in respect to its property, operations, and service provision;
 - h. the authority to pay such fees, costs, charges, wages, salaries or other lawful sums required and arising in the conduct of its business and for its purposes;
 - i. the authority to hire and employ staff, and to appoint and retain solicitors and auditors.
10. The Utility shall exercise its powers and responsibilities exclusively in and for the provision of water utility services to the Service Area, and subject to the terms of this agreement.
11. The Utility shall not have expropriation powers.

Governance

Board of Directors

12. The Utility shall be governed by a Board of Directors (“the Board”) comprised of 5

Village Commissioners or appointees of the Village Commission and 3 representatives appointed by the Municipality, being a committee within the meaning of ss.60(2)(c) of the *MGA*.

13. The Board shall be responsible for the administration, management and operation of the Utility.
14. The Board shall be responsible to ensure the Utility's compliance with the regulatory authority and legislation and to provide all proper and timely access, disclosure and reporting to the regulatory authority .
15. The Board shall be responsible to ensure service provision by the Utility in accordance with the *PUA*.
16. The Board shall conduct Utility business subject to the following, notice, quorum and voting requirements:
 - a. the Board shall meet at least monthly on a regular schedule of meetings;
 - b. the Board may convene special meetings in addition to regular meetings as determined necessary by the Board Chair and / or Vice-Chair;
 - c. Directors' attendance at Board Meetings shall be mandatory provided that a director(s) may attend by teleconference or electronic means, and / or by proxy in writing;
 - d. notice of the agenda shall be circulated in written form to every Director at least 5 days prior to any regular meeting of the Board, provided that where a special meeting is convened, the notice requirement may be waived by unanimous consent of all Directors;
 - e. a quorum shall require attendance and participation by at least 5 Directors;
 - f. notwithstanding clause 16(e) above, a special resolution by affirmative vote of at

least 6 Directors shall be required for decisions respecting any of the following:

- i. purchase or sale of assets valued at over \$ 5,000.00;
 - ii. contracts valued at over \$ 5,000.00;
 - iii. communications, responses and applications to the NSURB;
 - iv. annual operating budget approval;
 - v. granting leave of absence and / or dismissing director for absenteeism.
- g. any Director who, without leave of the Board, is absent from 3 consecutive regular meetings of the Board shall be dismissed from the Board and a replacement named by the party whom the dismissed member represented;
- h. the minutes of every Board meeting shall be recorded by electronic means and the recording retained for future reference and the transcribed Minutes retained in the Utility's Minute Book;
- i. the Board Secretary shall be responsible to maintain the Minute Book and to circulate notices to the Board.

Appointment of Officers

17. The Board shall appoint annually a Chair and Vice-Chair, with annual rotation between a Village Director and Municipal Director so that at any given time, one of these offices is held by a Village Director and one by a Municipal Director.
18. The Board shall appoint annually a Secretary, and this position shall be rotated annually between a Village Director and a Municipal Director.
19. The Municipality and the Village shall be entitled on request to copies of the the Minutes of the Board.

Annual General Meeting

20. The Utility shall convene an Annual General Meeting at least once in every 13-month period with notice to and attendance by the Municipality and the Village.

21. The Utility's annual financial statements and staff and auditor reports shall be presented by the Board at the Annual General Meeting;
22. The Board shall be responsible for full and timely compliance with all audit and reporting requirements of the regulatory authority.

Audit

23. The Utility shall annually appoint a registered municipal auditor to be its auditor.
24. On or before June 30th of each year, the Utility shall provide to the Municipality and the Village a financial report for the preceding year signed by the Utility's auditor.

Funding and Approvals

25. This Agreement is subject to and conditional upon receipt of the necessary funding under the Canada-Nova Scotia Municipal Rural Infrastructure Fund and such approvals as required from Service Nova Scotia and Municipal Relations and from the NSURB.

Construction, Installation and Development

26. Subject to receiving necessary funding as stated in paragraph 25 above, the Municipality shall be responsible for acquisition, construction, installation and development of lands and infrastructure for the Utility. The first phase of the construction project will include the replacement of the main transmission line on the north side of the Village.
27. The Village will be kept informed of construction by representation on a Construction Advisory Committee to be created and comprised of representatives of both parties. The Construction Advisory Committee meetings will be held monthly, and the Committee will be invited to all construction tender openings. The Construction and Advisory Committee will meet with the engineer(s) once a month for project updates and will receive written updates every two weeks from the Municipal Engineer, with opportunity for questions.
28. The Construction Advisory Committee shall be terminated on conclusion of the construction, installation and development project and incorporation / establishment of the Utility.

Water Study

29. The Municipality has engaged an independent third party professional to conduct preliminary water studies and water rate projections in respect of the Utility and the Service Area.
30. The said water rate projections shall include all estimates and assessments required for the Utility's intended application to the NSURB, including for example assessment-based fire protection rates for the Service Area.
31. The said water studies and rate projections are intended to support an application by the Utility to the NSURB for required approvals. The Utility will compile a plan for the NSURB to address the water pressure issues in the St. Peter's area, as part of the NSURB approval process.

Asset Transfer

32. On completion of the land and personal property acquisitions, construction, installation and development of lands and infrastructure for the water services system, the parties agree to transfer capital and operating assets and liabilities and infrastructure to the Utility, subject to accounting and reconciliation, and without limiting the generality of the foregoing, the parties agree that all costs of acquisition, construction, installation and development of lands and infrastructure for the water services system shall be borne by the Utility.

Application to NSURB

33. On completion of the land and personal property acquisitions, construction, installation and development of the lands and infrastructure for the water services system, and / or at such other times as required, the Utility shall apply to the NSURB for approval of rates and regulations.
34. The Municipality shall provide accounting assistance to the Utility and in respect of requirements for the Utility's application to the NSURB, subject to remuneration from the Utility.

Insurance and Indemnification

35. The Utility shall obtain and maintain insurance coverage satisfactory to the Municipality and Village, indemnifying the Municipality and Village from any and all causes of action, claims, losses, damages related to or arising from the operations of the Utility and its provision of water utility services.
36. The Utility shall be required to provide annually to the Municipality and Village a true copy of its policy of insurance.

Collateral Agreements

37. The Municipality and the Village agree to enter into such collateral agreements as may be necessary to enable transfer and assignment of capital assets and contracts and to enable operation and provision of water utility services by the Utility subject to the terms of this Agreement.

Dissolution

38. The Municipality and the Village agree to jointly consult with the NSURB in the event of anticipated dissolution of the Utility in the interests of protecting the interests of water utility customers in the Service Area.

Filing with Registrar of Joint Stock Companies

39. This Agreement shall be filed with the Registry of Joint Stock Companies for the Province of Nova Scotia in accordance with ss.60(4)(a) of the *MGA*.

Modification of Agreement

40. This Agreement may not be modified or amended except in writing and subject to prior approval by both the Municipality and the Village, with such modification or amendment to be attached as a further Schedule to this Agreement, and without limiting the generality of the foregoing, the governance provisions of this Agreement shall not be modified nor altered nor expanded except pursuant to further Schedule to this Agreement executed between these parties.
41. Any additional agreements or collateral contracts between the Municipality and the Village in respect of the Utility shall be appended to and incorporated into this Agreement to the extent agreed between the Municipality and the Village.

- 42. No additional agreement or collateral contract between the Municipality and the Village shall be valid or binding unless rendered in writing and signed and sealed by the duly authorized officers of the Municipality and the Village, respectively.
- 43. This Agreement is not assignable by either party.
- 44. This Agreement is governed by the laws of Nova Scotia and without limiting the generality of the foregoing, is subject to compliance with the provisions of the *Municipal Government Act*.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by duly authorized signatures and affixed seals and the date first here above shall be the effective date of this agreement.

SIGNED, SEALED & DELIVERED

Jan 29. 07
Date

Jan 29. 07
Date

Jan 28/07
Date

Jan 28/07
Date

For the Municipality of the County of Richmond

John Bouleau
Warden

Hein Nigant
Clerk and Chief Administrative Officer

For the Village of St. Peter's

Esther McLaughlin
Chair

Rena Berke, Clerk
Clerk

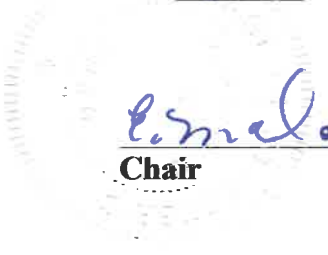
THIS IS TO CERTIFY that the foregoing is a true copy of the Agreement between the Municipality of the County of Richmond and the Village of St. Peter's executed on the 28th day of January, 2007;

GIVEN under the hands and seal of the Municipality of the County of Richmond on this _____ day of _____, 2008;

Warden

**Municipal Clerk and Chief
Administrative Officer**

AND under the hands and seal of the Commissioners for the Village of St. Peter's on this 6th day of February, 2008.


L. McDonald
Chair

Lena Burke
Clerk

ADDENDUM #1

EFFECTIVE ON THE 20th DAY OF February, 2018

WHEREAS this Addendum is made pursuant to the provisions of the Inter-Municipal Service Agreement (the "Agreement") dated January 28, 2007 between the Municipality of the County of Richmond and The Village of St. Peter's whereby the St. Peter's-Samsonville & Area Water Utility was created; and

WHEREAS the parties wish to make certain amendments to the Agreement.

THEREFORE the parties agree to make the following amendments:

1. Section 1.d is amended as follows:

"Service Area" means the communities of Samsonville and French Cove and the Village of St. Peter's in Richmond County as shown on the maps attached as Schedules "A1" and "A2" hereto;

2. Section 12 is amended as follows:

The Utility shall be governed by a Board of Directors ("the Board") comprised of 5 Village Commissioners or appointees of the Village Commission and 4 representatives appointed by the Municipality, and being a committee within the meaning of ss.60(2)(c) of the MGA.

IN WITNESS WHEREOF the parties have caused this Addendum to be executed by duly authorized signatures as at the effective date hereof.

MUNICIPALITY OF THE COUNTY OF RICHMOND:

Per: _____

Brian Marchand
Warden

Per: _____

Ken [Signature]
Chief Administrative Officer

VILLAGE OF ST. PETER'S

Per: _____

E. [Signature]
Chair

Per: _____

Meghan Hayter, Clerk
Village Clerk

ST PETERS - SAMPSONVILLE

WATER SUPPLY

Richmond County, Nova Scotia

- Utility Service Area Expansion
- Water Line

100 0 100 200 300 400 500



Metres

Schedule "A2"

