



TOWN OF OXFORD

Special Council Meeting

Conducted through Zoom, streamed live to Facebook

Monday, October 4, 2021

Time: Immediately following Committee of the Whole Meeting.

AGENDA

1. Call to Order

2. Approval of Agenda

3. New Business

3.1 Solid Waste Education and Enforcement - Presentation and
Memorandum of Understanding

4. Adjournment

Solid Waste Education and Enforcement

Town of Amherst, Municipality of the County of Cumberland and Town
of Oxford

Situation

- With the sale of CJSMA the municipal units have to deliver the education and enforcement functions
- Divert Nova Scotia funds bulk of these functions

Proposed Path Forward

- The Solid Waste Education and Coordinator person would become a Town of Amherst Employee
- They would provide education, coordination services to all three units

Funding

- Funding would continue from Divert
- Funding varies year to year
- Costs and funding would be as per current CJSMA formula
 - Cumberland 60%
 - Amherst 38%
 - Oxford 2%
- Costs in excess of revenue could result in Cumberland and / or Oxford paying the difference to Amherst
- Revenue in excess of costs could result in a surplus for any unit

Solid Waste Hotline and Website

- Town of Amherst would administer solid waste hotline.
- Town of Amherst would administer the solid waste website accessible from each municipal website
- Town of Amherst would administer the Recollect app
- Communications would be appropriate to each municipal unit (not answer the phone with 'Town of Amherst')

Enforcement

- Each Municipal Unit would provide enforcement services via their own employees (Dangerous and Unsightly Premises Administrators)
- Funding provided by Divert NS would be divided as per the CJSMA funding formula
- Would result in marginal additional revenue (approximately \$10,000 for Amherst, \$20,000 for Cumberland)
- They would work with each municipal unit's enforcement officer to coordinate needed targeted education.

	joint		40%	60%
Diversion Funding (Variable from year-to-year)	50,510	50,510	20,204	30,306
Municipal Approved Program Funding (Variable from year-to-year)	9,816	9,816	3,927	5,890
HHW	8,745	8,745	3,498	5,247
Education Funding	24,979	24,979	9,992	14,988
Coordinator Funding	14,429	14,429	5,771	8,657
Enforcement Funding	-	-	-	-
	108,480	108,480	43,392	65,088
		-		
HHW	35,519	35,519	14,207	21,311
Collection Schedules	5,602	5,602	2,241	3,361
Recollect	6,478	6,478	2,591	3,887
		-		
		-		
Waste Reduction Coordinator	74,326	74,326	29,730	44,596
Enforcement Officer	-	-	-	-
		-		
Environmental Shows/Shred Event	2,500	2,500	1,000	1,500
Advertising	4,000	4,000	1,600	2,400
Promotional Materials	2,000	2,000	800	1,200
Travel/Training	4,000	4,000	1,600	2,400
		-		
	134,424	134,424	53,770	80,654
Net additional cost	(25,944)	(25,944)	(10,378)	(15,566)

MEMORANDUM OF UNDERSTANDING (MOU)

Made in duplicate

BETWEEN **Town of Amherst**, a corporation under the laws of the Province of Nova Scotia, carrying out business at 98 Victoria Street East, Amherst, NS B4H 4A1, (the “TOA”)

- AND -

Municipality of the County of Cumberland, a corporation under the laws of the Province of Nova Scotia, carrying out business at 1395 Blair Lake Road, RR6, Amherst, NS B4H 3Y4, (the “MCC”)

-AND-

Town of Oxford, a corporation under the laws of the Province of Nova Scotia, carrying out business at 105 Lower Main Street, Oxford, NS B0M 1P0, (the “TOO”)

(Collectively referred to as the “Parties”)

WHEREAS the Parties have a common interest in solid waste education and coordination in the Cumberland Region;

AND WHEREAS the Parties have a common interest in supporting the recruitment and retention of solid waste professionals in the Cumberland Region;

AND WHEREAS the Parties have to deliver education and coordination functions;

AND WHEREAS the Parties are desirous of providing these services in a cooperative manner;

NOW THEREFORE TOA, MCC and TOO AGREE AS FOLLOWS:

GENERAL

1. This MOU applies to and for the benefit of TOA, MCC and TOO
2. The service will be known as the Cumberland Region Solid Waste Services.
3. The service will be primarily provided by the TOA Solid Waste Education and Contract and Coordinator, with TOA administrative support and oversight.

5. The TOA will be responsible for:

- a. Coordinate the delivery of Divert NS funding programs within Cumberland County, which include, but may not be limited to:
 - i. Regional education;
 - ii. Household hazardous waste events.
- b. Serve as a liaison between the Regional Chairs, Regional Coordinators' Committee, and Municipal units;
- c. Serve as a primary contact for stakeholder inquiries related to solid waste within Cumberland County Region;
- d. Provide Household Hazardous Waste Events (two in Amherst and two in Parrsboro, Pugwash, Oxford, & Springhill);
- e. Coordinate an annual Shred Event;
- f. Develop print materials and distribute as required (newspaper, collection schedules, sort guides, signs, newsletters, etc.);
- g. Provide solid waste information for municipal websites;
- h. Manage Facebook page;
- i. Manage Recollect Program;
- j. Manage the Solid Waste Hotline;
- k. Design rejection stickers for curbside services;
- l. Attend solid waste meetings in support of the Cumberland County Region including but not limited to: Northern Region, Regional Chairs, Regional Coordinator, and Education;
- m. Administration of Solid Waste Collection Contracts;
- n. Provide updates to municipalities on emerging solid waste programs/regulations;
- o. Receive rejections from the curbside contractor.

ENFORCEMENT

6. Each Municipal unit will provide enforcement services via their own employees.

7. The Solid Waste Education and Contract Coordinator will work with each municipal unit's enforcement officer to coordinate needed targeted education / enforcement.

FUNDING

8. Funding for the services will be as per current CJSMA formula:

- TOA 38%
- MCC 60%
- TOO 2%

9. The revenue source for the services will continue primarily come from Divert Nova Scotia.

10. Costs in excess of Divert Nova Scotia revenue could result in Cumberland and/ or Oxford paying the difference to Amherst.

11. Revenue from Divert in excess of costs could result in a municipal unit realizing that surplus.

12. Costs for the service are detailed in Schedule "A"

GOVERNANCE

12. The Solid Waste Education and Contract Coordinator shall report to the CAO or designate for TOA.

13. All human resource decisions shall be made in accordance with the policies of TOA.

REPORTING

14. The Solid Waste Education and Contract Coordinator shall submit a monthly report to the CAO's of the Parties

16. It will be the responsibility of the CAO's to arrange for the distribution of the report to the respective Councils.

17. The Solid Waste Education and Contract Coordinator will be available to present to the Councils and respond to questions with respect to the report if so requested by the Councils.

TERMINATION

18. Either party may terminate this MOU, effective March 31 of a year by providing written notice to the other party by October 31 of the preceding year.

19. The terminating party shall be responsible for any costs of termination of employees resulting from the termination of this MOU on a basis pro rata to the funding formula set out in herein.

Jason MacDonald, MCIP, LPP
Chief Administrative Officer
Town of Amherst

Gregory D. Herrett, CPA, CA
Chief Administrative Officer
Municipality of Cumberland

Gregory Henley
Mayor
Town of Oxford

SCHEDULE "A"

Costs for 2021/2022

Salary	\$66,484
Benefits (20%)	\$13,296
Sub Total	<u>\$79,780</u>

Household Hazardous Waste	\$35,500
Newsletters	\$6,000
Collection Schedules	\$5,500
Recollect	\$6,500
Shred Event	\$2,500
Advertising	\$4,000
Promotional Materials	\$2,000
Admin / Travel	\$4,000
Sub Total	<u>\$66,000</u>

Total **\$145,780**

Estimated Funding from Divert (paid to each municipal unit as per the formula outlined in Section 8 above):

Diversion Funding	\$50,210
MAP Funding	\$ 9,816
Education Funding	\$24,979
Coordinator Funding	\$14,428
Household Hazardous Waste	\$ 8,745
Subtotal	<u>\$108,178</u>

Enforcement Funding \$33,461

Total **\$141,639**