



# MINUTES

## BOARD OF DIRECTORS MEETING #47

Wednesday, November 30, 2016 @ 7:00 p.m.

Fairfield Inn & Suites by Marriott

199 Kenmount Road, St. John's

### IN ATTENDANCE:

- Ed Grant, Chairperson
- Dave Aker, Mount Pearl
- Danny Breen, St. John's
- Wally Collins, St. John's
- Joy Dobbie, Trinity Bay South and Isthmus East
- Jonathan Galgay, St. John's
- Sandy Hickman, St. John's
- Harold Mallowney, Vice-Chair/Southern Shore
- Dennis O'Keefe, St. John's
- Art Puddister, St. John's
- Peggy Roche, Small Metro
- Gordon Stone, Trinity Conception North
- Gerard Tilley, Conception Bay South
- Sam Whelan, Bay Roberts
- Sterling Willis, Paradise

### OTHER ATTENDEES:

- Ken T. Kelly, CPA, Chief Administrative Officer, ERSB
- Lynn Tucker, Manager Corporate Services, ERSB
- Christie Dean, Manager Waste Operations, ERSB
- Bradley Power, Board Clerk/Outreach Coordinator, ERSB
- Andrew Niblock, Director, Public Works, City of St. John's
- Stephen Colford, Manager Waste and Recycling Division, City of St. John's

### REGRETS:

- Bill Bailey, Clarenville and Isthmus
- Tom Hann, St. John's
- Dave Lane, St. John's
- Bruce Tilley, St. John's
- *Vacant, Southwest Avalon*

## **PROCEEDINGS:**

### **1) CALL TO ORDER**

Mr. Grant called the meeting to order at 7:00 p.m.

### **2) ADOPTION OF AGENDA**

*It was moved and seconded (Mr. Mallowney/Mr. Whalen) to adopt the Agenda as tabled.*

*MOTION 2016-071: Carried (unanimously)*

### **3) REVIEW OF MINUTES**

*It was moved and seconded (Mr. Stone/Mr. Willis) that the minutes of the October 26, 2016 meeting of the Eastern Regional Service Board be adopted as tabled.*

*MOTION 2016-072: Carried (unanimously)*

*Mr. Aker arrived at 7:03PM*

### **4) COMMITTEE REPORTS**

#### **a) Finance & Audit Committee (Meeting held November 16, 2016)**

##### **(1) Board Expenditures Report**

*It was moved and seconded (Mr. Breen/Mr. O'Keefe) that Eastern Regional Service Board accept the board expenditures (cheque register and payroll summary) for October 2016 as tabled.*

*MOTION 2016-073: Carried (unanimously)*

*Ms. Roche arrived at 7:05*

##### **(2) Robin Hood Bay Budget**

Mr. Breen noted Mr. Stephen Colford, Manager Waste and Recycling Division, City of St. John's, was present to deliver the 2017 budget for Robin Hood Bay operations.

Mr. Breen highlighted that Mr. Kelly and city staff met yesterday (Tuesday, November 29), and discussed the new administration and management allocation included in the budget. No further action is required.

Mr. Breen noted the budget is presented to ERSB for information only. No motion of acceptance is required.

Mr. Colford provided a brief overview of the Robin Hood Bay budget. He noted there are six programs that are included in the budget document and they are consolidated at the end. He highlighted the following for the Board:

- Heavy Equipment Fleet – There was an increase of \$10,000 for fuel for 2016-17. This is on account of the larger equipment now used at the facility. All equipment is leased.
- Personnel Services – There was a decrease in this budget line item as one seasonal position was eliminated and an environmental technologist position went from 40 hours per week to 30 hours.
- Contractual Services – There was a reduction of \$140,000 for contractual services.
- Light and Power – Light and power costs decreased by \$46,000.

Mr. Colford noted the recent tender for crushing (for cover material) came in less than anticipated. This will likely result in a lower expenditure on that budget line for 2017.

Mr. Grant made a general comment that the ERSB Finance and Audit Committee reviewed the Robin Hood Bay budget in detail at its most recent meeting. He also noted that historically, there has been a budget shortfall on paper, but in fact it usually doesn't result in a deficit position at the end of the year.

Mr. Grant noted the Robin Hood Bay surplus being held by the City of St. John's is currently at \$13 million. He went on to say that in his opinion the new administration and management allocation in the budget is fair. The inputs were reviewed by ERSB and city staff. He also stated that if the city is going to allocate these expenses in the budget, there should also be credits to the \$13 million surplus balance as a result. He concluded that if there is a shortfall of approximately \$1.6 million in 2017 per the budget document, it should result in the accumulated surplus being held by the city being lowered from \$13 million to \$11.4 million.

Mr. Aker noted a reasonable job was done on development of the operational budget at Robin Hood Bay, and the development of the new administrative fee in acceptable. He encouraged the city to employ a phased approach for new fees moving forward. In response to Mr. Aker, Mr. Kelly noted the City of St. John's agreed to consultation in the future, and the methodology has now been agreed upon.

### **(3) Fire Services Agreement Template**

Mr. Breen noted a template contract was included in the meeting package which the Finance and Audit Committee is proposing be utilized to engage municipalities to provide fire protection services in unincorporated areas in the future.

Mr. Breen highlighted that the individual fee that will be charged to the Board by a town may vary. The Board will also charge an administrative fee to recover its costs of collecting the fire protection fee on behalf of communities. So, the fee will have two parts: (1) the contracted cost paid to the Town, and (2) the Board's administrative component. In the Holyrood contact it will be \$45 paid to the town and \$5-\$10 for the Board's expenses, for a total of \$50-\$55 per property.

Mr. Breen explained the Board will only be responsible to pay the fee to the Town of Holyrood for those properties that the Board has identified with full name and mailing address. This will help mitigate the issue of the Board paying out more money than it is able to collect through the invoicing process.

Mr. Breen also noted that the towns are required to respond to an emergency in the newly contracted area in the same manner that they would attend an emergency in their own community. This expectation is based on Standard Operating Procedures that many fire departments already have in place in other jurisdictions. If a town does not have these SOP's in place, ERSB cannot contract with them.

Mr. Breen concluded by noting a town is also required to have Commercial General Liability insurance policy, as well as appropriate coverages for Automobile Insurance, Directors and Officers Liability, Environmental Protection, and Firefighter Member's Insurance.

Mr. Whelan asked if the contract between ERSB and the Town of Holyrood has been formally signed. Mr. Kelly indicated the contract will be signed in short order.

Mr. Stone asked if the draft contract presented will be voted on for the purposes of a go-forward template. Mr. Kelly stated that the intent is for the template to be voted on further along on the Agenda.

Mr. Stone questioned whether an agreement should be established between the Town of Holyrood and those residents living in the unincorporated areas, in addition to ERSB's contract with the town. Mr. Kelly clarified that no such agreement is required, and the Minister of Municipal Affairs granted ERSB the authority to charge residents in unincorporated areas for fire services. He noted ERSB is governed by the *Regional Service Board Act* and the associated Regulations.

Mr. Grant said that while ERSB will be providing fire service to unincorporated areas, the contract for the provision of service is in fact between ERSB and the Town of Holyrood. This type of agreement is only available to municipalities; local service districts are not included. He went on to say ERSB must be satisfied that the fire department being contracted must be able to provide an acceptable level of service based on the approval/assessment of the provincial Fire Commissioner. He also noted because ERSB is charging a fee, it must be able to defend it in a court of law.

Mr. Galgay asked why the contract with the Town of Holyrood asks the fire department to provide their operating budget to the Board. Mr. Grant referred to his previous comment that any fee being charged must be defensible; therefore, having the fire department budget will aid in the development of a fair and reasonable fee.

Mr. Galgay inquired whether the fee is expected to increase year over year. Mr. Kelly said the Holyrood contract has set timelines (contracted to 2019), and the fee will not increase over that period. Mr. Grant added that he anticipates most fire services agreements will have a three year term for the benefit of residents and councils who will budget for the fee.

Mr. Galgay asked could the fee be changed before the contract expires if there was an agreement between the parties. Mr. Grant said it would be difficult to change a fee mid-contract. He noted that ERSB has learned from waste management fees how difficult changing mid-contract can be. It is not advisable.

Mr. Tilley asked if the Town of Holyrood is aware of the conditions on the contract yet. Mr. Grant said the Town has been fully engaged.

Mr. O'Keefe asked if ERSB will be sending out invoices to individual property owners directly. Mr. Grant confirmed that this is indeed the case. Mr. O'Keefe went on to express his concern with this process and the potential negative reaction ERSB will experience.

Mr. Galgay asked what happens at the Wilds Golf Resort in terms of collecting a fire services fee, whereas there are multiple properties and privately-owned structures on the resort. Mr. Kelly confirmed that every structure/separate property will be subject to a fee. Ms. Tucker said she will follow-up on how camper trailers will be addressed.

Further to Mr. Kelly's response to Mr. Galgay, Ms. Dean noted there are some structures at the Wilds Golf Resort that are owned by individuals that the Wilds considers confidential owners. Therefore, without billing information, ERSB will invoice the Wilds for these properties.

Mr. Grant said the process for collecting fire protection fees will be very similar to waste fees. He added however that derelict properties will in fact be charged for fire services, whereas they would not be charged for waste.

Mr. Tilley asked whether there will be an impact on insurance rates as a result of the new service being implemented. Mr. Kelly said the distance between a fire department and properties may affect insurance rates. He explained that it is incumbent on property owners to review their insurance policies.

Ms. Roche asked if other areas throughout the regional have been made aware of the new fire service with the Town of Holyrood. Mr. Grant said notices went only to those properties impacted, and the areas included in the new service areas Holyrood had covered previously for free.

***It was moved and seconded (Mr. Breen/Mr. O'Keefe) that the Board accept the template contract to be used with any community that wishes to request the Board provide fire protection services in its fire protection area.***

***MOTION 2016-074: Carried (unanimously)***

**b) Strategy & Policy Committee (Thursday, November 17, 2016)**

**(1) Fire Protection Service Delivery Policy:**

Ms. Dobbie began by noting for Board members that an overview of the new fire protection service that the Board will be providing in 2017 was included in their meeting package for review. She went on to say fire protection is going to be a little different than waste collection in terms of who or what properties ERSB might want to define as receiving the service.

Technically, under the legislation everyone who owns or occupies property can be subject to the fee. The Board has generally taken the approach of defining the properties that would receive the service –for example: uninhabitable properties have been exempted from the waste collection fee. ERSB staff have put forward that any property with a building or structure on it should be considered as developed, and be covered by the fire protection services. In the briefing note provided to the Board, a building is defined according to the *Urban and Rural Planning Act*. The committee recommended that vacant property would not be charged a fee, but anything with a building/structure would be included.

Ms. Dobbie asked whether Board members want to define the building/structure the same as the *Urban and Rural Planning Act*.

Mr. Collins raised the issue of abandoned and dilapidated buildings, and said this policy might trigger their owners to take them down.

Mr. Stone noted that even an excavated lot could require an emergency response. By consensus however, the Board decided that a property must have a structure to be subject to a fee; no vacant or excavated land will be included.

***It was moved and seconded (Ms. Dobbie/Mr. Aker) that the Board develop a Fire Protection Service Delivery Policy based on the principle that all properties in a fire protection area with a building will be subject to the fire fee regardless of the condition of the building or ability of the fire protection service to access the property.***

**MOTION 2016-075: Carried (unanimously)**

## **(2) Strategic Planning 2017-2020**

Mr. Kelly noted the Committee has been developing a strategic plan for the next few years and within that discussion are several issues to be considered.

First, what does the Board see itself doing in terms of getting involved to develop or implement a service?

Waste collection came about as a mandate from the Province to implement the Provincial Waste Management Strategy. Water and wastewater have started as a result of the Province's desire to make some positive changes in the quality of drinking water in some communities.

Fire protection on the other hand is a result of communities coming to the Board asking for the Board to assist them in implementing the service in an area that they serve.

The Board has also been asked by other communities to get involved in other services such as building inspection and municipal enforcement. Over the next few years we expect that more communities will be coming forward and asking that the Board develop a service for them as it will be the best way to share costs and resources across several communities.

Often, members of the Board have questioned "why is the Board involved in a particular initiative?"

So, in short, we need to provide direction to staff and the communities in the eastern region that the Board is interested in working with communities to develop new/other services or the opposing position is that the Board is waiting for the Province to provide the authority and direction in these matters.

Second issue that has been discussed is how a new service would be governed by the Board. Would a new service be guided/governed by a subcommittee of the Board?

In the implementation of a new service it may be that the service is only going to affect or involve a few communities in the region. Therefore, the majority of the members of the Board and their communities may be unaffected. So, would the affected or benefitting communities be best to govern the service themselves?

This process of delegating authority from the Board to a subcommittee needs to be understood and decided upon before we proceed to develop new services.

Mr. Kelly said it is recommended by the committee that the Eastern Regional Service Board adopt the following strategic directions:

- That the implementation of a service in an area will be at the request of a community unless that service has been mandated by the Province; and
- That the Board will retain the governance authority for a service including operational and management policies.

Mr. Grant noted the bottom-up approach currently followed by the Board, meaning new service delivery is based on a community making a request, and that this new policy will follow the current operating practice. He added unincorporated areas are the only top-down approach that might occur.

***It was moved and seconded (Ms. Dobbie/Mr. Aker) that the implementation of a service in an area will be at the request of a community unless that service has been mandated by the Province; and that the Board will retain the governance authority for a service including operational and management policies.***

**MOTION 2016-076: Carried (unanimously)**

**c) Governance Committee (Tuesday, November 22, 2016)**

**(1) Regional Governance Survey**

Mr. Mallowney explained that the meeting package included a document that has been circulated by the Board and MNL in order to receive feedback on principles for a new regional governance structure for the province. This is part of the work being completed by the Provincial Government's Regional Governance Advisory Committee.



Mr. Mullaney added there is a phase of this project that will involve public consultation and the draft principles in the meeting package are the start of this process.

Mr. Grant provided some insight from the last advisory committee meeting, and quickly ran through the document presented by Mr. Mullaney.

## **(2) CAO Evaluation**

Harold noted evaluation forms are now available for anyone who has not already filled one out. He added this is an important part of the role of the Governance Committee and asked Board members to please take the time to go through the CAO evaluation and provide some feedback.

## **(3) Development of ERSB Outreach Plan**

Mr. Mullaney noted the Outreach Coordinator has included a brief outline of an Outreach Plan in the meeting package tonight. The purpose of the Board's outreach plan is to further develop joint councils and other groups, and to engage in discussions with these groups about their challenges and options for future service delivery.

Mr. Power quickly ran through the outline provided, and indicated Board members will soon be contacted to provide input. He added the intent is to have the plan finalized in January 2017.

## **5) CORRESPONDENCE**

- a) *Letter from Whitbourne Mayor Hilda Whelan regarding Whitbourne Waste Recovery Facility – Dated November 10, 2016:*

Mr. Grant noted the Board has received a letter from the Mayor of Whitbourne who is upset with the conditions at the Waste Recovery Facility in her community. A response will be drafted as soon as possible outlining the planned improvements to be implemented in the coming months.

- b) *Letter from Fox Harbour Mayor John Whiffen regarding inability to collect fees – Dated November 23, 2016*

Mr. Grant noted the Board has received a letter from the Mayor of Fox Harbour regarding the community's challenges collecting waste fees from residents. A response will be drafted as soon as possible.

Mr. Grant noted that the issue outlined in the letter is indeed a challenge, and that Fox Harbour is similar to many other communities in this regard, specifically around the issue of collecting fees from owners of abandoned homes. He said we need to set

aside some time to review and consider these issues in the future and ensure that the direction is appropriate, ask that CAO provide some background and a recommendation be brought back to the Board.

Mr. Kelly said this issue will be addressed in some of the Board's strategic planning discussion. He explained that the dynamics of a service do not change on account of less homes or less pick up days; however, he recommends the Board review its policies in light of these issues being brought forward. It was also noted that municipalities have many more options to collect fees than ERSB.

## **6) NEW BUSINESS**

- a) Development of a Regional Water Supply for Colliers Area

At the request of Mr. Kelly, this item was deferred, to be discussed at a future meeting of the Board.

## **7) UPCOMING MEETINGS**

- a) Board of Directors: Wednesday, January 25, 2017  
b) Committees:
- Finance and Audit Committee – Wednesday, January 11, 2017
  - Strategy and Policy Committee – Thursday, January 12, 2017
  - Governance Committee – Tuesday, January 17, 2017

## **8) ADJOURNMENT**

***Seeing no further business to be discussed, it was moved and seconded (Mr. Whelan/Mr. Mallowney) that the meeting adjourn.  
MOTION 2016-077: Carried (unanimously)***

***The meeting adjourned at 8:10 p.m.***

## **4. COMMITTEE REPORTS**

#### **4. (a) Finance & Audit Committee**

**4. (a)(1) Board Expenditures for October 2016**



RECEIVED OCT 18 2016

ST. JOHN'S NL A1B 3Z1

**Statement details**

**Account number** 86109 6600 RP0001

**Date issued** Oct 07, 2016

Eastern Regional Service Board  
3-255 MAJORS PATH  
ST JOHN'S NL A1A 0L5

## Statement of account for current source deductions

This is your statement of account for current source deductions for Eastern Regional Service Board. See the "Account summary" section for details.

As a monthly remitter, you have to send us your remittance by the 15th of the month after the month you pay employees.

For more information about making your next remittance, go to [www.cra.gc.ca/payroll](http://www.cra.gc.ca/payroll) and select "Remitting payroll deductions". If you will not be making a remittance, select "Remitting payroll deductions", and select "Not making a remittance".

Thank you,

Bob Hamilton  
Commissioner of Revenue

### Remittance account balance

**2016 current balance: \$452,990.23**

#### Go green, go paperless

Get your mail online through **My Business Account**.

1. log in at [www.cra.gc.ca/mybusinessaccount](http://www.cra.gc.ca/mybusinessaccount)
2. select "Manage online mail"

## Account summary

This statement shows details of transactions posted to your account since your last statement. To view all transactions related to your account, go to [www.cra.gc.ca/mybusinessaccount](http://www.cra.gc.ca/mybusinessaccount).

The "Remittance account balances" total below includes paid and unpaid amounts for 2016. For more information on withholding requirements and calculating your deduction and remittance amounts, go to [www.cra.gc.ca/payroll](http://www.cra.gc.ca/payroll).

### Remittance account balances

Date posted	Description	Date received	(\$) Amount	CR/DR
	<b>Previous balance</b>		<b>384,162.85</b>	<b>CR</b>
Oct 06, 2016	Payment Sep 2016	Oct 05, 2016	<u>68,827.38</u>	CR
	<b>Current balance</b>		<b>452,990.23</b>	<b>CR</b>

### Explanation of changes and other important information

If you received a small business job credit, please remember that when determining your taxable income for the year, you can either:

- subtract the credit from your employment insurance premium expense; or
- include it as income in the year you received it.

You can learn more about the credit at [www.cra.gc.ca/sbjc](http://www.cra.gc.ca/sbjc).

If you have not yet registered for My Business Account or you need more information, call 1-800-959-5525 or go to [www.cra.gc.ca/mybusinessaccount](http://www.cra.gc.ca/mybusinessaccount).

**Eastern Regional Service Board**

BNK2 - Bank of Montreal - EW

Cheques from 000001 to 005365 dated between 10-01-2016 and 10-31-2016

**CHEQUE REGISTER**

Printed: 9:38:55AM 11/08/2016

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Number	Issued		Amount	SC	Status	Status Date
005295	10/27/2016	Dodd's Diesel Repair Ltd.	0.00	A/P	*VOID*	10/27/2016
005296	10/27/2016	Dodd's Diesel Repair Ltd.	22,572.38	A/P	OUT-STD	10/27/2016
005297	10/27/2016	D&L Russell Limited	393.74	A/P	OUT-STD	10/27/2016
005298	10/27/2016	Newfoundland Exchequer - MVR	7,421.00	A/P	OUT-STD	10/27/2016
005299	10/27/2016	T2 Ventures Inc.	196,550.45	A/P	OUT-STD	10/27/2016
005300	10/27/2016	61366 Newfoundland and Labrador Inc.	5,290.00	A/P	OUT-STD	10/27/2016
005301	10/27/2016	AMEC Foster Wheeler Environment & Infrastructure	8,553.50	A/P	OUT-STD	10/27/2016
005302	10/27/2016	Around The Bay Disposals Inc.	44,744.60	A/P	OUT-STD	10/27/2016
005303	10/27/2016	Bell Mobility Inc.	1,756.50	A/P	OUT-STD	10/27/2016
005304	10/27/2016	Cansel	423.75	A/P	OUT-STD	10/27/2016
005305	10/27/2016	Christie Dean	4,085.61	A/P	OUT-STD	10/27/2016
005306	10/27/2016	City of St. John's	59,527.54	A/P	OUT-STD	10/27/2016
005307	10/27/2016	Coish's Trucking & Excavating Ltd.	9,163.37	A/P	OUT-STD	10/27/2016
005308	10/27/2016	Conception Bay Auto & Tire Centre	1,183.35	A/P	OUT-STD	10/27/2016
005309	10/27/2016	De Lage Landen Financial Services Canada Ltd.	291.49	A/P	OUT-STD	10/27/2016
005310	10/27/2016	Derm Moran	738.89	A/P	OUT-STD	10/27/2016
005311	10/27/2016	Dicks and Company Limited	54.04	A/P	OUT-STD	10/27/2016
005312	10/27/2016	Eastcom Inc.	458.84	A/P	OUT-STD	10/27/2016
005313	10/27/2016	East Coast Hydraulics	308.23	A/P	OUT-STD	10/27/2016
005314	10/27/2016	Ed Grant	98.09	A/P	OUT-STD	10/27/2016
005315	10/27/2016	E K Lomond Auto Solutions Inc	58.81	A/P	OUT-STD	10/27/2016
005316	10/27/2016	Express Signs	103.50	A/P	OUT-STD	10/27/2016
005317	10/27/2016	Gordon Stone	301.80	A/P	OUT-STD	10/27/2016
005318	10/27/2016	Imperial Oil	113.16	A/P	OUT-STD	10/27/2016
005319	10/27/2016	Iron Mountain Canada	81.10	A/P	OUT-STD	10/27/2016
005320	10/27/2016	Ivan Heath	76.00	A/P	OUT-STD	10/27/2016
005321	10/27/2016	Joy Dobbie	450.71	A/P	OUT-STD	10/27/2016
005322	10/27/2016	Ken Kelly	2,378.02	A/P	OUT-STD	10/27/2016
005323	10/27/2016	Kevin Power	673.34	A/P	OUT-STD	10/27/2016
005324	10/27/2016	Kevin Butt	16.10	A/P	OUT-STD	10/27/2016
005325	10/27/2016	Leona Squires	24.00	A/P	OUT-STD	10/27/2016
005326	10/27/2016	Leslie Squires	440.00	A/P	OUT-STD	10/27/2016
005327	10/27/2016	Lynn Tucker	50.50	A/P	OUT-STD	10/27/2016
005328	10/27/2016	Mark Day	705.00	A/P	OUT-STD	10/27/2016
005329	10/27/2016	Miller IT Limited	172.50	A/P	OUT-STD	10/27/2016
005330	10/27/2016	Newfoundland Power Inc.	1,532.02	A/P	OUT-STD	10/27/2016
005331	10/27/2016	North Atlantic	31,688.27	A/P	OUT-STD	10/27/2016
005332	10/27/2016	Northern Business Intelligence	2,038.43	A/P	OUT-STD	10/27/2016
005333	10/27/2016	ORKIN Canada Corporation	343.85	A/P	OUT-STD	10/27/2016
005334	10/27/2016	Parts For Trucks Inc.	1,914.66	A/P	OUT-STD	10/27/2016
005335	10/27/2016	Pinnacle Office Solutions Ltd.	593.62	A/P	OUT-STD	10/27/2016
005336	10/27/2016	Power Towing	517.50	A/P	OUT-STD	10/27/2016
005337	10/27/2016	Pro-Tech Construction Ltd.	7,836.78	A/P	OUT-STD	10/27/2016
005338	10/27/2016	Redline Automotive 0765	87.82	A/P	OUT-STD	10/27/2016
005339	10/27/2016	Sam Pike Masonry Ltd.	302.10	A/P	OUT-STD	10/27/2016
005340	10/27/2016	Town of Clarenville	804.00	A/P	OUT-STD	10/27/2016



Eastern Regional Service Board

BNK2 - Bank of Montreal - EW

Cheques from 000001 to 005365 dated between 10-01-2016 and 10-31-2016

CHEQUE REGISTER

Printed: 9:38:56AM 11/08/2016

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Number	Issued		Amount	SC	Status	Status Date
005341	10/27/2016	Universal Environmental Services Inc.	361.28	A/P	OUT-STD	10/27/2016
005342	10/27/2016	Vardy Villa Limited	35,047.81	A/P	OUT-STD	10/27/2016
005343	10/27/2016	Wayde Higdon	500.00	A/P	OUT-STD	10/27/2016
005344	10/27/2016	Wedgwood Insurance Limited	86,332.80	A/P	OUT-STD	10/27/2016
005345	10/27/2016	Director of Support Enforcement	222.00	G/L	OUT-STD	10/27/2016
005346	10/27/2016	Receiver General of Canada	47,813.83	G/L	OUT-STD	10/27/2016
<b>Cheque Totals Issued:</b>			<b>587,196.68</b>			
<b>Void:</b>			<b>0.00</b>			
<b>Total Cheques Generated:</b>			<b>587,196.68</b>			
<b>Total # of Cheques Listed:</b>			<b>52</b>			

**EASTERN REGIONAL SERVICE BOARD  
EASTERN WASTE MANAGEMENT**

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**PAYROLL EXPENSE  
OCTOBER 2016**

Payroll – Staff ( <i>2 pay periods – 36 employees</i> ).....	\$130,962.38
Payroll – Board (18 members) .....	<u>\$ 21,694.67</u>
Total Payroll ( <i>54 employees</i> ) .....	\$152,657.05
Payroll CRA Remittance ( <i>Chq#5346</i> ) .....	<u>\$ 47,813.83</u>
<b>TOTAL GROSS PAYROLL .....</b>	<b><u>\$200,470.88</u></b>

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PREVIOUS MONTH

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**SEPTEMBER 2016**

Payroll – Staff ( <i>3 pay periods – 37 employees</i> ) .....	\$210,068.06
Payroll – Board (19 members) .....	<u>\$ 00,000.00</u>
Total Payroll ( <i>37 employees</i> ) .....	\$210,068.06
Payroll CRA Remittance ( <i>Chq#5266</i> ) .....	<u>\$ 68,827.38</u>
<b>TOTAL GROSS PAYROLL .....</b>	<b><u>\$278,895.44</u></b>

#### **4. (a)(2) Robin Hood Bay Budget**

**BUDGET BY  
PROGRAM  
2017**

**ROBIN HOOD BAY**

# 2017 Robin Hood Bay Estimated Operating Cost - By Program

as at October 21, 2016

GL Account Category	2016	2017	\$ Change 2016 - 2017	% Change 2016 - 2017
<b>3123 - Robin Hood Bay Heavy Equipment</b>				
<b>5 - EXPENDITURES</b>				
51000s PERSONNEL SERVICES				
51010 - SALARIES AND WAGES	77,887	81,003	3,115	4.00%
51020 - LABOUR OVERTIME	17,850	18,000	150	0.84%
51043 - TOOL ALLOWANCE	400	400	-	0.00%
51090 - EMPLOYER CONTRIBUTIONS	22,482	23,311	829	3.69%
51000s PERSONNEL SERVICES Total	118,619	122,713	4,094	3.45%
52000s CONTRACTUAL SERVICES				
52311 - ADMINISTRATION & MANAGEMENT	15,592	15,592	-	0.00%
52476 - EQUIP. REPAIRS - CONTRACTED	16,320	17,000	680	4.17%
52621 - FLEET COSTS	9,198	8,728	(470)	-5.11%
52000s CONTRACTUAL SERVICES Total	41,110	41,320	210	0.51%
55000s MATERIALS & SUPPLIES				
55431 - GASOLINE	4,800	5,000	200	4.17%
55432 - DIESEL FUEL	420,000	430,000	10,000	2.38%
55433 - LUBRICATING OILS	17,844	18,000	156	0.87%
55467 - WELDING SUPPLIES	1,260	1,500	240	19.05%
55588 - VECH. & EQUIP. REPAIR PARTS	60,372	65,000	4,628	7.67%
55590 - TIRES	5,400	7,500	2,100	38.89%
55753 - HAND TOOLS & SMALL EQUIP.	3,000	3,500	500	16.67%
55999 - MISCELLANEOUS MATERIALS	1,200	1,200	-	0.00%
55000s MATERIALS & SUPPLIES Total	513,876	531,700	17,824	3.47%
59000s OTHER TRANSACTIONS				
59621 - FLEET CAPITAL COSTS	2,500	2,500	-	0.00%
59000s OTHER TRANSACTIONS Total	2,500	2,500	-	0.00%
<b>5 - EXPENDITURES Total</b>	<b>676,106</b>	<b>698,234</b>	<b>22,128</b>	<b>3.27%</b>
<b>3123 - Robin Hood Bay Heavy Equipment Total</b>	<b>676,106</b>	<b>698,234</b>	<b>22,128</b>	<b>3.27%</b>

# 2017 Robin Hood Bay Estimated Operating Cost - By Program

as at October 21, 2016

GL Account Category	2016	2017	\$ Change 2016 - 2017	% Change 2016 - 2017
<b>4331 - Garbage &amp; Litter Disposal</b>				
<b>4 - REVENUES</b>				
40000s REVENUES				
44160 - LEASE OF SPACE	(233,340)	(233,340)	-	0.00%
44434 - SANITARY FILL PERMITS	(30,000)	(36,000)	(6,000)	20.00%
44435 - TIPPING FEES	(13,092,250)	(13,767,604)	(675,354)	5.16%
40000s REVENUES Total	(13,355,590)	(14,036,944)	(681,354)	5.10%
<b>4 - REVENUES Total</b>	<b>(13,355,590)</b>	<b>(14,036,944)</b>	<b>(681,354)</b>	<b>5.10%</b>
<b>5 - EXPENDITURES</b>				
51000s PERSONNEL SERVICES				
51010 - SALARIES AND WAGES	1,307,499	1,353,857	46,359	3.55%
51020 - LABOUR OVERTIME	160,000	160,000	-	0.00%
51040 - CAR ALLOWANCE	43,880	38,380	(5,500)	-12.53%
51411 - PENSION-CURRENT SERVICE	130,000	140,000	10,000	7.69%
51431 - CANADA PENSION PLAN	45,000	48,000	3,000	6.67%
51441 - UNEMPLOYMENT INSURANCE	23,000	22,000	(1,000)	-4.35%
51442 - PAYROLL TAX	30,000	31,000	1,000	3.33%
51471 - GROUP INSURANCE	50,000	52,000	2,000	4.00%
51481 - WORKERS COMPENSATION INS.	25,000	25,000	-	0.00%
51000s PERSONNEL SERVICES Total	1,814,379	1,870,237	55,859	3.08%
52000s CONTRACTUAL SERVICES				
52100 - CONTRACTUAL SERVICES	904,950	752,496	(152,454)	-16.85%
52111 - TRAVELLING EXPENSES	12,000	12,000	-	0.00%
52131 - TELEPHONE	3,500	2,800	(700)	-20.00%
52132 - CELLULAR PHONES & PAGERS	5,100	5,100	-	0.00%
52134 - AVL DATA COMMUNICATION	350	700	350	100.00%
52135 - LIGHT & POWER	63,700	18,000	(45,700)	-71.74%
52200 - INFORMATION SERVICES	21,537	21,537	-	0.00%
52309 - VISA/MASTERCARD DISCOUNT	140,000	140,000	-	0.00%
52310 - AUDIT SERVICES	13,800	1,000	(12,800)	-92.75%
52311 - ADMINISTRATION & MANAGEMENT	65,040	944,000	878,960	1351.41%
52336 - ENGINEERING CONSULTANTS	30,000	30,000	-	0.00%
52346 - EMPLOYEE EDUCATION ASSIST.	3,000	3,000	-	0.00%
52351 - MEDICAL EXAMINATIONS	1,545	1,000	(545)	-35.28%
52357 - EXTERMINATORS	9,700	10,500	800	8.25%
52375 - FIRE INSURANCE	25,750	30,500	4,750	18.45%
52378 - SECURITY SERVICES	134,000	135,475	1,475	1.10%
52395 - MEMBERSHIPS	3,100	3,000	(100)	-3.23%
52519 - MTCE. OF OTHER EQUIPMENT	31,000	31,000	-	0.00%
52533 - SOFTWARE MAINTENANCE	3,000	3,750	750	25.00%
52535 - SERVICING OF OFFICE EQUIP.	350	275	(75)	-21.43%
52626 - LEASE OF HEAVY EQUIPMENT	1,290,878	1,250,000	(40,878)	-3.17%
52628 - RENTAL OF OTHER EQUIPMENT	85,000	85,000	-	0.00%
52633 - COMPUTER COMMUNICATION LINE	8,100	6,600	(1,500)	-18.52%
52915 - COLLECTION AGENCY FEES	-	15,000	15,000	0.00%

## 2017 Robin Hood Bay Estimated Operating Cost - By Program

as at October 21, 2016

GL Account Category	2016	2017	\$ Change 2016 - 2017	% Change 2016 - 2017
52999 - MISCELLANEOUS	1,250	1,250	-	0.00%
52000s CONTRACTUAL SERVICES Total	2,856,650	3,503,983	647,333	22.66%
55000s MATERIALS & SUPPLIES				
55114 - FOOD AND REFRESHMENTS	1,400	1,400	-	0.00%
55260 - PIT RUN FILL	1,200,000	1,200,000	-	0.00%
55275 - ROAD GRAVEL	5,000	2,500	(2,500)	-50.00%
55427 - CALCIUM CHLORIDE	32,000	32,000	-	0.00%
55434 - PROPANE	1,600	500	(1,100)	-68.75%
55721 - SAFETY EQUIPMENT	4,244	5,000	756	17.81%
55753 - HAND TOOLS & SMALL EQUIP.	2,200	2,300	100	4.55%
55865 - TOILETRIES	2,200	750	(1,450)	-65.91%
55866 - PERMIT PRINTING	5,300	7,000	1,700	32.08%
55867 - CLEANING SUPPLIES	5,300	6,000	700	13.21%
55901 - STATIONERY & OFFICE SUPPL.	9,548	10,000	452	4.73%
55944 - TRAFFIC CONTROL SIGNS	1,300	2,000	700	53.85%
55999 - MISCELLANEOUS MATERIALS	2,200	2,300	100	4.55%
55000s MATERIALS & SUPPLIES Total	1,272,292	1,271,750	(542)	-0.04%
56000s CAPITAL OUT OF REVENUE				
56157 - MOTOR VEHICLES	-	40,000	40,000	0.00%
56160 - OTHER EQUIPMENT	-	780,000	780,000	0.00%
56000s CAPITAL OUT OF REVENUE Total	-	820,000	820,000	0.00%
58000s FINANCIAL CHARGES				
58259 - PAST SERVICE COST	156,551	156,551	-	0.00%
58000s FINANCIAL CHARGES Total	156,551	156,551	-	0.00%
59000s OTHER TRANSACTIONS				
59110 - PROVISION FOR UNCOLLECTIBLE ACCOUNTS	120,000	50,000	(70,000)	-58.33%
59300 - REPLACEMENT RESERVE	567,200	636,250	69,050	12.17%
59990 - TRANSFER TO RESERVES	1,250,000	1,250,000	-	0.00%
59000s OTHER TRANSACTIONS Total	1,937,200	1,936,250	(950)	-0.05%
<b>5 - EXPENDITURES Total</b>	<b>8,037,072</b>	<b>9,558,771</b>	<b>1,521,700</b>	<b>18.93%</b>
<b>6 - TRANSFERS OPERATING RESERVES</b>				
TRANSFERS TO/FROM OPERATING RESERVES				
49310 - TRANSFER FROM RESERVES	(894,284)	(1,679,389)	(785,105)	87.79%
TRANSFERS TO/FROM OPERATING RESERVES Total	(894,284)	(1,679,389)	(785,105)	87.79%
<b>6 - TRANSFERS OPERATING RESERVES Total</b>	<b>(894,284)</b>	<b>(1,679,389)</b>	<b>(785,105)</b>	<b>87.79%</b>
<b>4331 - Garbage &amp; Litter Disposal Total</b>	<b>(6,212,802)</b>	<b>(6,157,562)</b>	<b>55,241</b>	<b>-0.89%</b>

# 2017 Robin Hood Bay Estimated Operating Cost - By Program

as at October 21, 2016

GL Account Category	2016	2017	\$ Change 2016 - 2017	% Change 2016 - 2017
<b>4332 - Bldg. Mtce. Robin Hood Bay</b>				
<b>5 - EXPENDITURES</b>				
51000s PERSONNEL SERVICES				
51010 - SALARIES AND WAGES	6,019	133,888	127,869	2124.43%
51090 - EMPLOYER CONTRIBUTIONS	1,565	33,788	32,223	2059.08%
51000s PERSONNEL SERVICES Total	7,584	167,676	160,092	2110.94%
52000s CONTRACTUAL SERVICES				
52135 - LIGHT & POWER	62,280	97,000	34,720	55.75%
52334 - TECHNICAL SERVICES	150	0	(150)	-99.99%
52375 - FIRE INSURANCE	3,812	0	(3,812)	-100.00%
52387 - CLEANING OF WINDOWS	1,600	1,600	-	0.00%
52397 - CLEANING BY CONTRACT	22,000	22,000	-	0.00%
52435 - REPAIRS TO BUILDINGS	5,400	5,400	-	0.00%
52437 - OVERHEAD DOORS	3,100	3,100	-	0.00%
52514 - MTCE. OF FIRE EQUIPMENT	1,200	1,200	-	0.00%
52516 - MTCE. OF ALARM SYSTEMS	1,800	1,800	-	0.00%
52519 - MTCE. OF OTHER EQUIPMENT	6,600	6,600	-	0.00%
52531 - MAINTENANCE OF ELEVATORS	2,400	2,400	-	0.00%
52000s CONTRACTUAL SERVICES Total	110,342	141,100	30,758	27.88%
55000s MATERIALS & SUPPLIES				
55436 - FURNACE FUEL	10,650	6,000	(4,650)	-43.66%
55671 - PLUMBING SUPPLIES	1,200	800	(400)	-33.33%
55681 - ELECTRICAL SUPPLIES	1,800	500	(1,300)	-72.22%
55703 - TIMING MECHANISMS	480	0	(480)	-100.00%
55000s MATERIALS & SUPPLIES Total	14,130	7,300	(6,830)	-48.34%
56000s CAPITAL OUT OF REVENUE				
56160 - OTHER EQUIPMENT	1,195,000	-	(1,195,000)	-100.00%
56000s CAPITAL OUT OF REVENUE Total	1,195,000	-	(1,195,000)	-100.00%
<b>5 - EXPENDITURES Total</b>	<b>1,327,056</b>	<b>316,076</b>	<b>(1,010,980)</b>	<b>-76.18%</b>
<b>6 - TRANSFERS OPERATING RESERVES</b>				
TRANSFERS TO/FROM OPERATING RESERVES				
49310 - TRANSFER FROM RESERVES	(1,195,000)	-	1,195,000	-100.00%
TRANSFERS TO/FROM OPERATING RESERVES Total	(1,195,000)	-	1,195,000	-100.00%
<b>6 - TRANSFERS OPERATING RESERVES Total</b>	<b>(1,195,000)</b>	<b>-</b>	<b>1,195,000</b>	<b>-100.00%</b>
<b>4332 - Bldg. Mtce. Robin Hood Bay Total</b>	<b>132,056</b>	<b>316,076</b>	<b>184,020</b>	<b>139.35%</b>



# 2017 Robin Hood Bay Estimated Operating Cost - By Program

as at October 21, 2016

GL Account Category	2016	2017	\$ Change 2016 - 2017	% Change 2016 - 2017
<b>4333 - Materials Recovery Facility</b>				
<b>4 - REVENUES</b>				
40000s REVENUES				
44435 - TIPPING FEES	(144,000)	(124,000)	20,000	-13.89%
44436 - ICI MATERIAL COMPENSATION FEES	(84,000)	(107,000)	(23,000)	27.38%
44440 - SALE OF RECYCLABLE MATERIAL	(250,000)	(350,000)	(100,000)	40.00%
44441 - CROSS DOCKING COMPENSATION FEES	(16,800)	(73,365)	(56,565)	336.70%
44443 - BEVERAGE RETURN CONTRIBUTION - MMSB	(117,500)	(117,500)	-	0.00%
40000s REVENUES Total	(612,300)	(771,865)	(159,565)	26.06%
<b>4 - REVENUES Total</b>	<b>(612,300)</b>	<b>(771,865)</b>	<b>(159,565)</b>	<b>26.06%</b>
<b>5 - EXPENDITURES</b>				
52000s CONTRACTUAL SERVICES				
52100 - CONTRACTUAL SERVICES	1,539,280	1,483,230	(56,050)	-3.64%
52300 - PROF. & SPECIAL SERVICES	22,250	12,000	(10,250)	-46.07%
52519 - MTCE. OF OTHER EQUIPMENT	60,000	50,000	(10,000)	-16.67%
52953 - TRUCKING & HAULING	4,500	3,600	(900)	-20.00%
52999 - MISCELLANEOUS	1,060	1,000	(60)	-5.66%
52000s CONTRACTUAL SERVICES Total	1,627,090	1,549,830	(77,260)	-4.75%
59000s OTHER TRANSACTIONS				
59621 - FLEET CAPITAL COSTS	28,867	28,867	-	0.00%
59000s OTHER TRANSACTIONS Total	28,867	28,867	-	0.00%
<b>5 - EXPENDITURES Total</b>	<b>1,655,957</b>	<b>1,578,697</b>	<b>(77,260)</b>	<b>-4.67%</b>
<b>4333 - Materials Recovery Facility Total</b>	<b>1,043,657</b>	<b>806,832</b>	<b>(236,825)</b>	<b>-22.69%</b>

## 2017 Robin Hood Bay Estimated Operating Cost - By Program

as at October 21, 2016

GL Account Category	2016	2017	\$ Change 2016 - 2017	% Change 2016 - 2017
<b>4334 - Residential Drop Off Facility</b>				
<b>5 - EXPENDITURES</b>				
51000s PERSONNEL SERVICES				
51010 - SALARIES AND WAGES	54,191	56,358	2,168	4.00%
51020 - LABOUR OVERTIME	5,600	3,800	(1,800)	-32.14%
51090 - EMPLOYER CONTRIBUTIONS	14,790	15,353	564	3.81%
51000s PERSONNEL SERVICES Total	74,580	75,512	931	1.25%
52000s CONTRACTUAL SERVICES				
52100 - CONTRACTUAL SERVICES	867,490	865,057	(2,433)	-0.28%
52000s CONTRACTUAL SERVICES Total	867,490	865,057	(2,433)	-0.28%
56000s CAPITAL OUT OF REVENUE				
56128 - RADIO EQUIPMENT	150	100	(50)	-33.33%
56000s CAPITAL OUT OF REVENUE Total	150	100	(50)	-33.33%
<b>5 - EXPENDITURES Total</b>	<b>942,220</b>	<b>940,669</b>	<b>(1,552)</b>	<b>-0.16%</b>
<b>4334 - Residential Drop Off Facility Total</b>	<b>942,220</b>	<b>940,669</b>	<b>(1,552)</b>	<b>-0.16%</b>

## 2017 Robin Hood Bay Estimated Operating Cost - By Program

as at October 21, 2016

GL Account Category	2016	2017	\$ Change 2016 - 2017	% Change 2016 - 2017
<b>4335 - Eastern Waste Mgmt. Regional Service Board Admin.</b>				
<b>5 - EXPENDITURES</b>				
52000s CONTRACTUAL SERVICES				
52311 - ADMINISTRATION & MANAGEMENT	3,418,764	3,395,752	(23,012)	-0.67%
52000s CONTRACTUAL SERVICES Total	3,418,764	3,395,752	(23,012)	-0.67%
<b>5 - EXPENDITURES Total</b>	<b>3,418,764</b>	<b>3,395,752</b>	<b>(23,012)</b>	<b>-0.67%</b>
<b>4335 - Eastern Waste Mgmt. Regional Service Board Admin. Total</b>	<b>3,418,764</b>	<b>3,395,752</b>	<b>(23,012)</b>	<b>-0.67%</b>

**CONSOLIDATED  
BUDGET 2017  
ROBIN HOOD BAY**

# 2017 Robin Hood Bay Estimated Operating Cost - Consolidated

as at October 21, 2016

GL Account Category	2016	2017	\$ Change 2016 - 2017	% Change 2016 - 2017
<b>4 - REVENUES</b>				
<b>40000s REVENUES</b>				
44160 - LEASE OF SPACE	(233,340)	(233,340)	-	0.00%
44434 - SANITARY FILL PERMITS	(30,000)	(36,000)	(6,000)	20.00%
44435 - TIPPING FEES	(13,236,250)	(13,891,604)	(655,354)	4.95%
44436 - ICI MATERIAL COMPENSATION FEES	(84,000)	(107,000)	(23,000)	27.38%
44440 - SALE OF RECYCLABLE MATERIAL	(250,000)	(350,000)	(100,000)	40.00%
44441 - CROSS DOCKING COMPENSATION FEES	(16,800)	(73,365)	(56,565)	336.70%
44443 - BEVERAGE RETURN CONTRIBUTION - MMSB	(117,500)	(117,500)	-	0.00%
<b>40000s REVENUES Total</b>	<b>(13,967,890)</b>	<b>(14,808,809)</b>	<b>(840,919)</b>	<b>6.02%</b>
<b>4 - REVENUES Total</b>	<b>(13,967,890)</b>	<b>(14,808,809)</b>	<b>(840,919)</b>	<b>6.02%</b>
<b>5 - EXPENDITURES</b>				
<b>51000s PERSONNEL SERVICES</b>				
51010 - SALARIES AND WAGES	1,445,596	1,625,106	179,510	12.42%
51020 - LABOUR OVERTIME	183,450	181,800	(1,650)	-0.90%
51040 - CAR ALLOWANCE	43,880	38,380	(5,500)	-12.53%
51043 - TOOL ALLOWANCE	400	400	-	0.00%
51090 - EMPLOYER CONTRIBUTIONS	38,836	72,452	33,616	86.56%
51411 - PENSION-CURRENT SERVICE	130,000	140,000	10,000	7.69%
51431 - CANADA PENSION PLAN	45,000	48,000	3,000	6.67%
51441 - UNEMPLOYMENT INSURANCE	23,000	22,000	(1,000)	-4.35%
51442 - PAYROLL TAX	30,000	31,000	1,000	3.33%
51471 - GROUP INSURANCE	50,000	52,000	2,000	4.00%
51481 - WORKERS COMPENSATION INS.	25,000	25,000	-	0.00%
<b>51000s PERSONNEL SERVICES Total</b>	<b>2,015,162</b>	<b>2,236,138</b>	<b>220,976</b>	<b>10.97%</b>
<b>52000s CONTRACTUAL SERVICES</b>				
52100 - CONTRACTUAL SERVICES	3,311,720	3,100,783	(210,937)	-6.37%
52111 - TRAVELLING EXPENSES	12,000	12,000	-	0.00%
52131 - TELEPHONE	3,500	2,800	(700)	-20.00%
52132 - CELLULAR PHONES & PAGERS	5,100	5,100	-	0.00%
52134 - AVL DATA COMMUNICATION	350	700	350	100.00%
52135 - LIGHT & POWER	125,980	115,000	(10,980)	-8.72%
52200 - INFORMATION SERVICES	21,537	21,537	-	0.00%
52300 - PROF. & SPECIAL SERVICES	22,250	12,000	(10,250)	-46.07%
52309 - VISA/MASTERCARD DISCOUNT	140,000	140,000	-	0.00%
52310 - AUDIT SERVICES	13,800	1,000	(12,800)	-92.75%
52311 - ADMINISTRATION & MANAGEMENT	3,499,396	4,355,344	855,948	24.46%
52334 - TECHNICAL SERVICES	150	0	(150)	-99.99%
52336 - ENGINEERING CONSULTANTS	30,000	30,000	-	0.00%
52346 - EMPLOYEE EDUCATION ASSIST.	3,000	3,000	-	0.00%
52351 - MEDICAL EXAMINATIONS	1,545	1,000	(545)	-35.28%
52357 - EXTERMINATORS	9,700	10,500	800	8.25%
52375 - FIRE INSURANCE	29,562	30,500	938	3.17%
52378 - SECURITY SERVICES	134,000	135,475	1,475	1.10%
52387 - CLEANING OF WINDOWS	1,600	1,600	-	0.00%

# 2017 Robin Hood Bay Estimated Operating Cost - Consolidated

as at October 21, 2016

GL Account Category	2016	2017	\$ Change 2016 - 2017	% Change 2016 - 2017
52395 - MEMBERSHIPS	3,100	3,000	(100)	-3.23%
52397 - CLEANING BY CONTRACT	22,000	22,000	-	0.00%
52435 - REPAIRS TO BUILDINGS	5,400	5,400	-	0.00%
52437 - OVERHEAD DOORS	3,100	3,100	-	0.00%
52476 - EQUIP. REPAIRS - CONTRACTED	16,320	17,000	680	4.17%
52514 - MTCE. OF FIRE EQUIPMENT	1,200	1,200	-	0.00%
52516 - MTCE. OF ALARM SYSTEMS	1,800	1,800	-	0.00%
52519 - MTCE. OF OTHER EQUIPMENT	97,600	87,600	(10,000)	-10.25%
52531 - MAINTENANCE OF ELEVATORS	2,400	2,400	-	0.00%
52533 - SOFTWARE MAINTENANCE	3,000	3,750	750	25.00%
52535 - SERVICING OF OFFICE EQUIP.	350	275	(75)	-21.43%
52621 - FLEET COSTS	9,198	8,728	(470)	-5.11%
52626 - LEASE OF HEAVY EQUIPMENT	1,290,878	1,250,000	(40,878)	-3.17%
52628 - RENTAL OF OTHER EQUIPMENT	85,000	85,000	-	0.00%
52633 - COMPUTER COMMUNICATION LINE	8,100	6,600	(1,500)	-18.52%
52915 - COLLECTION AGENCY FEES	-	15,000	15,000	0.00%
52953 - TRUCKING & HAULING	4,500	3,600	(900)	-20.00%
52999 - MISCELLANEOUS	2,310	2,250	(60)	-2.60%
<b>52000s CONTRACTUAL SERVICES Total</b>	<b>8,921,446</b>	<b>9,497,042</b>	<b>575,596</b>	<b>6.45%</b>
<b>55000s MATERIALS &amp; SUPPLIES</b>				
55114 - FOOD AND REFRESHMENTS	1,400	1,400	-	0.00%
55260 - PIT RUN FILL	1,200,000	1,200,000	-	0.00%
55275 - ROAD GRAVEL	5,000	2,500	(2,500)	-50.00%
55427 - CALCIUM CHLORIDE	32,000	32,000	-	0.00%
55431 - GASOLINE	4,800	5,000	200	4.17%
55432 - DIESEL FUEL	420,000	430,000	10,000	2.38%
55433 - LUBRICATING OILS	17,844	18,000	156	0.87%
55434 - PROPANE	1,600	500	(1,100)	-68.75%
55436 - FURNACE FUEL	10,650	6,000	(4,650)	-43.66%
55467 - WELDING SUPPLIES	1,260	1,500	240	19.05%
55588 - VECH. & EQUIP. REPAIR PARTS	60,372	65,000	4,628	7.67%
55590 - TIRES	5,400	7,500	2,100	38.89%
55671 - PLUMBING SUPPLIES	1,200	800	(400)	-33.33%
55681 - ELECTRICAL SUPPLIES	1,800	500	(1,300)	-72.22%
55703 - TIMING MECHANISMS	480	0	(480)	-100.00%
55721 - SAFETY EQUIPMENT	4,244	5,000	756	17.81%
55753 - HAND TOOLS & SMALL EQUIP.	5,200	5,800	600	11.54%
55865 - TOILETRIES	2,200	750	(1,450)	-65.91%
55866 - PERMIT PRINTING	5,300	7,000	1,700	32.08%
55867 - CLEANING SUPPLIES	5,300	6,000	700	13.21%
55901 - STATIONERY & OFFICE SUPPL.	9,548	10,000	452	4.73%
55944 - TRAFFIC CONTROL SIGNS	1,300	2,000	700	53.85%
55999 - MISCELLANEOUS MATERIALS	3,400	3,500	100	2.94%
<b>55000s MATERIALS &amp; SUPPLIES Total</b>	<b>1,800,298</b>	<b>1,810,750</b>	<b>10,452</b>	<b>0.58%</b>

# 2017 Robin Hood Bay Estimated Operating Cost - Consolidated

as at October 21, 2016

GL Account Category	2016	2017	\$ Change 2016 - 2017	% Change 2016 - 2017
<b>56000s CAPITAL OUT OF REVENUE</b>				
56128 - RADIO EQUIPMENT	150	100	(50)	-33.33%
56157 - MOTOR VEHICLES	-	40,000	40,000	0.00%
56160 - OTHER EQUIPMENT	1,195,000	780,000	(415,000)	-34.73%
<b>56000s CAPITAL OUT OF REVENUE Total</b>	<b>1,195,150</b>	<b>820,100</b>	<b>(375,050)</b>	<b>-31.38%</b>
<b>58000s FINANCIAL CHARGES</b>				
58259 - PAST SERVICE COST	156,551	156,551	-	0.00%
<b>58000s FINANCIAL CHARGES Total</b>	<b>156,551</b>	<b>156,551</b>	<b>-</b>	<b>0.00%</b>
<b>59000s OTHER TRANSACTIONS</b>				
59110 - PROVISION FOR UNCOLLECTIBLE ACCOUNTS	120,000	50,000	(70,000)	-58.33%
59300 - REPLACEMENT RESERVE	567,200	636,250	69,050	12.17%
59621 - FLEET CAPITAL COSTS	31,367	31,367	-	0.00%
59990 - TRANSFER TO RESERVES	1,250,000	1,250,000	-	0.00%
<b>59000s OTHER TRANSACTIONS Total</b>	<b>1,968,567</b>	<b>1,967,617</b>	<b>(950)</b>	<b>-0.05%</b>
<b>5 - EXPENDITURES Total</b>	<b>16,057,174</b>	<b>16,488,198</b>	<b>431,024</b>	<b>2.68%</b>
<b>6 - TRANSFERS OPERATING RESERVES</b>				
<b>TRANSFERS TO/FROM OPERATING RESERVES</b>				
49310 - TRANSFER FROM RESERVES	(2,089,284)	(1,679,389)	409,895	-19.62%
<b>TRANSFERS TO/FROM OPERATING RESERVES Total</b>	<b>(2,089,284)</b>	<b>(1,679,389)</b>	<b>409,895</b>	<b>-19.62%</b>
<b>6 - TRANSFERS OPERATING RESERVES Total</b>	<b>(2,089,284)</b>	<b>(1,679,389)</b>	<b>409,895</b>	<b>-19.62%</b>
<b>Grand Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>

## **4. (a)(3) Fire Services Agreement Template**



**FIRE PROTECTION SERVICES AGREEMENT** made at \_\_\_\_\_, in the Province of Newfoundland and Labrador, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BETWEEN**

**THE TOWN OF HOLYROOD**, a municipal corporation pursuant to the provisions of the *Municipalities Act*, SNL 1990, c. M-24, as amended

(hereinafter referred to as the “Town”)  
**of the One Part**

**AND:**

**EASTERN REGIONAL SERVICE BOARD**, a body corporate pursuant to the *Regional Service Boards Act*, SNL 2012, c.R-8.1, as amended

(hereinafter referred to as the “Board”)  
**of the Other Part**

**WHEREAS** the Town is a municipal corporation established pursuant to the provisions of the *Municipalities Act, 1999*, SNL 1990, c. M-24, as amended;

**AND WHEREAS** the Board is a body corporate established pursuant to the *Regional Service Boards Act*, SNL 2012, c. R-8.1, as amended;

**AND WHEREAS** the Board’s powers and duties are as set forth in the *Regional Service Boards Act*, SNL 2012, c.R-8.1, and legislation subordinate thereto;

**AND WHEREAS** subsection 3(3) of the *Eastern Regional Service Board Regulations*, 2013, NL Reg. 8/13 under the *Regional Service Boards Act*, SNL 2012, c.R-8.1, as amended provides the Board with the power to provide fire protection services within the Eastern Region;

**AND WHEREAS** the Town currently provides fire protection services to the Local Service District of Deer Park Vinland Road and other unincorporated areas along Salmonier Line and the vicinity;

**AND WHEREAS** the Board wishes to establish and provide fire protection services for other towns and unincorporated areas outside the municipal boundaries of the Town;

**AND WHEREAS** the Parties wish to enter into an agreement establishing the terms and conditions whereby the Town will provide fire protection services for other towns and municipalities outside the municipal boundaries of the Town;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that for and in consideration of the mutual covenants contained herein the Parties agree as follows:

## **SECTION 1.0            DEFINITIONS**

1.1    In this Agreement,

- (a)    “Fire Protection Area” means the fire protection area(s) as described in Schedule “A” hereto;
- (b)    “Fire Chief” means the chief of the fire department of the Town duly appointed by the council of the Town and, if provided for pursuant to the appointment, his or her designate;
- (c)    “Fire Department” means the Fire Department situated within the Town;
- (d)    “Fire Protection Services” means those fire protection services as described in Schedule “B” hereto and any amendments made thereafter;

1.2    The following schedules are attached hereto and form part of this Agreement:

- (a)    Schedule “A” – Fire Protection Area
- (b)    Schedule “B” – Fire Protection Services
- (c)    Schedule “C” – Fees
- (d)    Schedule “D” – Reciprocal Agreements with other municipalities

## **SECTION 2.0            TERM**

- 2.1     This Agreement shall come into effect upon signing by the parties.
- 2.2     The duration of this Agreement is for three years commencing January 1, 2017 and ending December 31, 2019 [the “Initial Term.”]
- 2.3     At any time prior to six (6) months before the expiry of the Initial Term, either party may extend this Agreement for a further three (3) year period (the “Extension Term”) by providing the other party with written notice. During the Extension Term, the terms and conditions of the Agreement will remain the same, save and except for the fees paid pursuant to **Section 7.0**, which will be negotiated prior to the beginning of the Extension Term. If the parties cannot agree on the fees paid pursuant to **Section 7.0**, this Agreement shall be terminated and deemed to be of no further force or effect.
- 2.4     For the purposes of this Agreement, the Initial Term and the Extension Term will be referred to collectively as the “Term.”

## **SECTION 3.0            RESPONSIBILITIES OF THE TOWN FOR FIRE PROTECTION SERVICES**

- 3.1     The Town shall, through its Fire Department provide Fire Protection Services to and for the Fire Protection Area to the extent and standard as may be reasonably expected of a responsible municipal fire department in the Province of Newfoundland and Labrador given the resources available in the Fire Protection Area, and without limiting the generality of the foregoing, the Fire Protection Services provided by the Fire Department of the Town to the Fire Protection Area shall include:
- (a)     Answering and responding to all fire, motor vehicle accident, rescue or other emergency calls from the Fire Protection Area in the same order of priority as if the fire, motor vehicle accident, rescue or other emergency calls from the Fire

Protection Area were fire, motor vehicle accident, rescue or other emergency calls made from within the Town;

- (b) Attending at fire, motor vehicle accident, rescue or other emergencies in the Fire Protection Area with all necessary equipment for the purpose of controlling and extinguishing fires, extraction equipment to conduct removal from motor vehicle accidents, standard medical emergency equipment, rescue response or any other response typical of a volunteer fire department;
- (c) Conducting regular inspections as the same may be required of premises within the Fire Protection Area to locate conditions which may cause a fire or increase the danger of a fire or increase the danger to persons therein, such inspections to be with the same frequency and to the same standard as inspections conducted in the Town;
- (d) Generally coordinating and implementing all those services which may be necessary or incidental to the investigation, prevention and suppression of fires within the Fire Protection Area which are normal, within the scope of responsibility of municipal fire departments in Newfoundland and Labrador pursuant to the laws in force from time to time in Newfoundland and Labrador.

3.2 Upon receiving a request from the 911 Dispatcher or other designated individual, the Fire Chief of the Town will respond to the request for Fire Protection Services in the Fire Protection Area with, in the opinion of the Fire Chief, the appropriate apparatus, equipment and personnel required to accomplish the specific Fire Protection Services requested.

3.3 The Town acknowledges and agrees that municipal and commercial users outside the Town within the Fire Protection Area shall have no less a privilege to Fire Protection Services than users operating in the Town. Notwithstanding the foregoing, all users of the Fire Protection Services shall be subject to such controls, practices, procedures, and directions as the Town and the Board may, from time to time, put into effect.

- 3.4 If, in his or her sole opinion, the Fire Chief determines that additional assistance is required for the provision of Fire Protection Services in the Fire Protection Area, the Fire Chief may request additional personnel, apparatus or equipment from any private individuals or service providers, or from the next closest municipality and any additional costs incurred as a result of the provision of additional services shall be paid by the Board.
- 3.5 The Town acknowledges that there are reciprocal agreements in place with neighbouring municipalities with respect to the provision of fire protection services in their respective municipalities. The Town will make best efforts to have any reciprocal agreements with neighbouring municipalities extend to the Fire Protection Services Area as covered by the reciprocal agreements. Any reciprocal agreements in place will be attached hereto as Schedule "D". .
- 3.6 The Town shall operate and have management and control of its Fire Department, fire hall and all aspects of the Fire Protection Services operation subject to any applicable legislation or other law and the terms and conditions set forth herein.
- 3.7 The Town acknowledges that the environment in which Fire Protection Services are provided can be inherently dangerous and volatile. The Town shall use all reasonable efforts in the circumstances to mitigate injury or loss of life or property, but makes no representation or warranty in regard to preservation of the same.
- 3.8 The Town shall not be held responsible for any failure to provide the Fire Protection Services, whether such failure is a result of an act of God, a strike, a riot, or of some other cause. Without limiting the generality of the foregoing, the Town shall not be held liable for any failure to provide Fire Protection Services where a public safety situation arises or an emergency situation exists which cannot be left immediately.

**SECTION 4.0            RESPONSIBILITIES OF THE BOARD FOR FIRE PROTECTION SERVICES**

- 4.1 The Board agrees to designate a person who shall be responsible for providing any required information to the Fire Chief with respect to the Fire Protection Services required.
- 4.2 The Board agrees to provide a map, attached hereto as Schedule “A” of the Fire Protection Area clearly indicating communities that fall within the Fire Protection Area as well as all readily accessible static sources of water that are available for firefighting operations.
- 4.3 The Board shall be responsible for establishing and notifying residents and occupants of the Fire Protection Area, in the manner and to the extent necessary and, the procedures for reporting the Fire Protection Services provided by the Fire Department.
- 4.4 The Board shall be responsible for the development, maintenance and administration of an Emergency Plan for the areas within the Fire Protection Area that are outside municipal boundaries.
- 4.5 The Town shall supply, maintain and operate its own equipment.

## **SECTION 5.0            RELATIONSHIP OF THE PARTIES**

- 5.1     It is expressly agreed by the parties that the Town is acting as an independent contractor and this Agreement does not create the relationship of employer/employee as between the respective employees of the Town and the Board, or of principal agent or of partnership or joint venture between the Town and the Board, or between the officers, employees or agents of the Town and the Board.
- 5.2     The Town acknowledges and agrees that by operation of the *Workplace Health and Safety Act*, and *Occupational Health and Safety Act*, it has ongoing duties and obligations that must be met and for which the Board is not responsible. The Town accepts the responsibility for the health and safety of its employees and/or volunteers by providing protective and proper equipment and training as required and taking all reasonable precautions for the protection of its employees and/or volunteers.
- 5.3     Each party shall bear its own expenses under this Agreement.

## **SECTION 6.0            REPRESENTATIONS**

- 6.1     The Town represents and warrants that:
- i)       Employees, agents and sub-contractors are Fire and Emergency Services Level 1 equivalent.
  - ii)      Equipment shall meet industry and NFPA standards and shall be maintained in good repair.
  - iii)     Employees, agents and sub-contractors have the capabilities and capacity to perform the Fire Protection Services as set out in this Agreement.
  - iv)     Equipment (vehicle, tank, pump, accessories and equipment complement) shall be maintained in good repair.

## SECTION 7.0 PAYMENT FOR FIRE PROTECTION SERVICES

- 7.1 In consideration of the Fire Protection Services provided by the Town each year, the Board will pay the Town an annual sum equivalent to \$45.00 per property that has been identified in the Fire Protection Area that is outside of municipal boundaries. An identified property is a property for which ownership and proper mailing address have been identified for the purposes of invoicing. As properties are identified in the Fire Protection Area the annual amount will be increased to reflect the increase in identified properties. A commercial fire inspection fee will be set at \$200 per inspection \$50 for each subsequent visit and/or inspection within a 12 month period following the initial inspection. These inspections are to be conducted at the request of the commercial property owner and proper invoicing information must be collected by the Fire Department in order to process the commercial fee.
- 7.2 User fees for the provision of Fire Protection Services shall be established by the Board under the authority granted by Sections 24 and 26 of the *Regional Service Board Act* on the following principles:
- (a) Fees shall be established so as to ensure the Town shall, on an annual basis, be able to recover and offset all of the reasonable costs determined by the Town to be attributable to, incidental, or in any way related to the Town's provision of Fire Protection Services to the Fire Protection Area. For greater certainty, it is understood and agreed that Fire Protection Services to the Town itself shall not be included in the Town's costs;
  - (b) Commencing on the first day of the month following the Effective Date and on the first day of the month thereafter, the Town shall invoice the Board for the Fire Protection Services, which invoice is payable by the Board within 30 days of receipt. Late payment of amounts owing shall accrue interest at the contractual rate of two (2.0%) percent calculated and compounded monthly (26.82% . )



- 7.3 The Board will collect any expenses incurred as a result of the Town providing Fire Protection Services from users of the service pursuant to s. 24 of the *Regional Service Boards Act*.
- 7.4 The Town shall, at all times, keep and maintain reasonable separate records of and for the operation of the fire hall and all aspects of the Fire Protection Services operation. This will include, at a minimum, training records, expenditure records and attendance records.
- 7.5 The Board shall, at all times, keep and maintain records of its operations, including costs and expenditures.
- 7.6 The Town shall, within a reasonable time following a request by the Board, provide such records in their possession in order that the Board may review the same to determine operating expenses, training requirements and equipment maintenance have been established in accordance with this Agreement.

## **SECTION 8.0 REPORTING REQUIREMENTS**

- 8.1 The Town shall submit the budget for the Fire Department to the Board no later than the 15<sup>th</sup> of December in each year during the term of the Agreement.
- 8.2 The Town shall provide a copy of the audited annual financial report of the Town no later than the 31<sup>st</sup> of August in each year during the term of the Agreement.
- 8.3 The Town shall provide such other information to the Board as the Board may from time to time reasonably require, including, without limiting the generality of the foregoing, an annual statement of the activities of the Fire Department detailing responses to emergency

calls within the Fire Protection Area and other information concerning the Fire Protection Services within the Fire Protection Area.

## **SECTION 9.0           ACKNOWLEDGMENTS AND INDEMNITY**

- 9.1     The Town acknowledges that the environment in which Fire Protection Services are provided can be inherently dangerous and volatile. The Town shall use all reasonable efforts in the circumstances to mitigate injury or loss of life or property, but makes no representation or warranty in regard to preservation of the same.
- 9.2     The Town acknowledges that the cost of Fire Protection Services may not be covered under fire, property or any other type of insurance. The Town further acknowledges that all invoicing for Fire Protection Services shall be billed directly to the Board and that the Board will then collect from the end users as appropriate.
- 9.3     In consideration of the Fire Protection Services, the Town agrees to indemnify and hold harmless and defend the Board and its affiliates, directors, officers, sub-contractors and employees and those of its affiliates, from and against all losses, liabilities, claims or demands whatsoever [the “Claims”], including without limitation, all costs, expenses and legal fees on a solicitor/client basis, arising out of any personal injury, death, damage to or loss or destruction of property, in any manner based upon, occasioned by, or attributable to any act or omission, negligent or otherwise, by the Board, its affiliates, directors, officers, sub-contractors and employees and those of its affiliates.

## **SECTION 10.0        INSURANCE**

- 10.1 The Town shall, at its own expense, effect and maintain insurance to the extent that such insurance is applicable to this Agreement, including, but not limited to Automobile Third Party liability policy, Comprehensive General Liability Insurance policy, Commercial General Insurance Policy, Fire Fighter Member Insurance Policy, Environmental Protection Liability Policy, Officers and Directors Liability Policy, etc. .
- 10.2 The insurance coverage provided by the Town shall in no way limit the Town's responsibility under Clause 3.0 of the Agreement. Any additional coverage the Town may deem necessary to fulfil its obligations under the aforementioned clause shall be left to its determination.
- 10.3 The insurance required under these insurance conditions shall take effect from the date of the Agreement and continue in effect until all risk has ceased.
- 10.4 Each and any insurance policy in place for the purposes of this Agreement shall contain a provision that thirty (30) days written notice shall be given to the Board in the event of any material change in, cancellation of, or expiration of coverage.
- 10.5 Each and any insurance policy in place for the purposes of this Agreement shall insure the Board and shall include, as an additional named insured, the Eastern Regional Service Board.
- 10.6 The minimum amount of the policy is to be inclusive, bodily injury and property damage, for any one occurrence or series of occurrences arising out of one cause.
- 10.7 Immediately following execution of this Agreement and preceding the start of any provision of Fire Protection Services, the Town shall have its insurance broker or agency provide confirmation by letter or facsimile to the Chief Administrative Officer of the Board that all insurance required herein is in full force and effect.

- 10.8 The Town shall provide to the Chief Administrative Officer of the Board, certified copies of any or all policies required under these insurance conditions, as a condition precedent to payment.
- 10.9 The amount of any deductible shall be borne by the Town.

## **SECTION 11.0 CONFIDENTIALITY AND PROTECTION OF PRIVACY**

- 11.1 The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party (“Confidential Information”). Confidential Information will not include any information that:
- (a) Was in the public domain or was created or disclosed for the purpose of the public domain;
  - (b) Was disclosed to a party by a third party without breach of any duty of confidentiality;
  - (c) Was approved in writing for disclosure with restriction by the disclosing party;
  - (d) Is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible;
  - (e) Was developed by either party independently, without a breach of any duty of confidence.
- 11.2 Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in the Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under the Agreement pertaining to the protection of Confidential Information. Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the

disclosing party, that such designated representatives have agreed to be bound by the terms of this Section.

- 11.3 All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.
- 11.4 Upon completion of the Fire Protection Services, the termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons. The receiving party shall then certify in writing to the disclosing party that all Confidential Information, including all copies or partial copies, have been returned or destroyed.
- 11.5 Where the Town or any of its respective employees, officers or agents will have access to any personal information or personal health information in the possession of the other party, as those terms are defined in *Access to Information and Protection of Privacy Act 2015*, when performing Fire Protection Services described herein, then the Town agrees to comply with, and have its employees, officers or agents company with any protection of personal information and personal health information, rules, direction and requirements as the other party may impose from time to time, acting reasonably.

## **SECTION 12.0      TERMINATION**

12.1    Either party may terminate this Agreement prior to the expiry of the Term on ninety (90) days written notice to the other party and without further liability to such party, for any reason whatsoever provided that:

- i)      Upon the effective date of termination, all fees due, and all fees that accrue during the Notice Period, shall be paid in full;
- ii)     The Town shall continue to provide the Fire Protection Services during the Notice Period.

## **SECTION 13.0      DISPUTE RESOLUTION**

13.1    If, during the term of the Agreement, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Chief and the Chief Administrative Officer of the Board or designate, the parties agree to participate in the following dispute resolution procedure:

- (a)     Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each party's Chief Administrative Officer ("CAO"). The CAO's will meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
- (b)     If the CAO's fail to resolve the dispute within 21 calendar days following the date of their meeting, then they shall each prepare a written report to their respective bodies. Each party agrees to appoint one or more members to work with the one or more members of the other party to resolve the dispute or disagreement.
- (c)     All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no

relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.

- (d) In the event that the designated representatives cannot resolve the dispute within 60 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party shall, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the *Arbitration Act*.
- 13.2 The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. The issue in dispute shall be referred to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they commence the arbitration. The award and determination of such arbitration shall be binding upon the parties and their respective heirs, executors, administrators and assigns.
- 13.3 Except where clearly prevented by a dispute or disagreement that arises under the Agreement, the parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Section, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.

**SECTION 14.0 NOTICES**

14.1 Any notice required to be given under this Agreement shall be given to the each respective party by means of written communication delivered by: i) personal service; ii) registered mail; iii) courier; iv) facsimile or v) e-mail, to the contact information for service indicated below or otherwise indicated by the parties in writing from time to time:

Town of Holyrood	Eastern Regional Service Board
Address 34 Salmonier Line	255 Majors Path, Suite 3
P.O. Box 100	St. John's, NL
Holyrood, NL	A1A 0L5
A0A 2R0	Fax: 709-579-5392

**SECTION 15.0 GENERAL**

- 15.1 This Agreement is governed by and will be constructed, interpreted, performed and enforced in accordance with the laws of Newfoundland and Labrador, Canada.
- 15.2 The parties hereto and each of them covenant and agree that each of them shall upon the reasonable request of the other part, make, do, execute or cause to be made, done or execute, all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement;
- 15.3 The parties hereto covenant and agree that each has taken all necessary corporate action and obtained all necessary authorities to enable it to enter into and perform the terms of this Agreement.
- 15.4 If at any time during the continuance of this Agreement the parties hereto shall deem it necessary or expedient to make any alteration or addition to this Agreement they may do so by means of a written agreement between them which shall be supplemental hereto and form part thereof.



- 15.5 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- 15.6 It is expressly agreed by the parties that the Town is acting as an independent contractor and this Agreement does not create the relationship of employer/employee as between the respective employees of the Town and the Board, or of principal agent or of partnership or joint venture between the Town and the Board, or between the officers, employees or agents of the Town and the Board.
- 15.7 Time shall be of the essence of this Agreement.
- 15.8 Neither of the parties hereto may assign any of their rights and obligations hereunder.
- 15.9 This Agreement shall enure to the benefit and be binding upon the respective heirs, executors, administrators and successors of the parties hereto.
- 15.10 This Agreement and the attached Schedules constitute the entire Agreement between the parties. There are no undertakings, representation or promises, express or implied, other than those contained in this Agreement.
- 15.11 The headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.
- 15.12 In this Agreement, the singular includes the plural and vice versa, as the context requires or implies.
- 15.13 This Agreement shall be valid notwithstanding it has been signed in counterpart and signatures have been reproduced electronically.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto on the date first above written.

**THE CORPORATE SEAL** of the  
**Town of Holyrood**  
was hereunto affixed in the  
presence of:

**THE CORPORATE SEAL** of  
**Eastern Regional Service Board**  
was hereunto affixed in the  
presence of:

---

Draft

**SCHEDULE "A" – FIRE PROTECTION AREA**

This is Schedule "A" to a Fire Protection Services Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the Eastern Regional Service Board and the Town of \_\_\_\_\_

Draft

**SCHEDULE "B" – FIRE PROTECTION SERVICES**

This is Schedule "B" to a Fire Protection Services Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the Eastern Regional Service Board and the Town of \_\_\_\_\_

Draft

**SCHEDULE "C" –**

This is Schedule "C" to a Fire Protection Services Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the Eastern Regional Service Board and the Town of \_\_\_\_\_

Draft

#### **4. (b) Strategy & Policy Committee**

#### **4. (b)(1) Fire Protection Service Delivery Policy**

## Briefing Note – Policy on Delivery of Fire Protection

The current *Service Delivery Policy* of the Board was adopted in 2013 and focuses on the provision of waste collection services. It describes in detail the parameters around the service, how to set out garbage, acceptable items, classification of road to be served, etc. Of particular importance in this policy is the exemption of properties that do not have a structure on the property and a further clarification that if an existing structure is determined to be uninhabitable than that property is exempt from the waste collection fee.

The delivery of fire protection services will bring with it a nuance that is not reflected in the current *Service Delivery Policy* – risk. A property with no structure, but does have forest or brush, is a fire risk, as is an abandoned structure that is not habitable.

In terms of attending to an emergency situation, the general approach of most fire services is to rely on the judgment of the Fire Chief. For the most part, situations that require fire suppression, there is a potential for a life to be at risk, a vehicle accident or a medical emergency are attended to without question even outside of a fire departments jurisdiction. There is also an issue with regards to the ability to access a property and provide services. For instance, a seasonal property area may not maintain a road in winter and this may impede access in an emergency. The key component of the service delivery policy will be which properties/individuals share in the cost of the service.

An incorporated town will include fire protection as part of the municipal tax supported services and any property that is subject to taxation, either assessed value or minimum taxation, will contribute to the provision of the service. A poll tax based municipal taxation system may have some property owners being exempt from taxation and not paying for any municipal services in the poll tax community. In local service districts, the actual level of the contribution may vary with seasonal rates versus full time rates.

The legislative authority granted to the Board is as follows:

*(3) The board has the power to provide fire protection services within the Eastern region.*

There is no further clarification of the method or applicability of the service(s) that are to be provided. The implementation is a decision of the Board.

Definition of “building” under the *Urban and Rural Planning Act*:

- (c) "building" means
  - (i) a structure, erection, alteration or improvement placed on, over or under land or attached, anchored or moored to land,
  - (ii) mobile structures, vehicles and marine vessels adapted or constructed for residential, commercial, industrial and other similar uses,



(iii) a part of and fixtures on buildings referred to in subparagraphs (i) and (ii), and

(iv) an excavation of land whether or not that excavation is associated with the intended or actual construction of a building or thing referred to in subparagraphs (i) to (iii);

**Recommendation:**

***That the Fire Protection Service Delivery Policy be based on the principle that all properties in a fire protection area with a building will be subject to the fire fee regardless of the condition of building or ability of the fire protection service to access the property.***

#### **4. (b)(2) Strategic Planning 2017-2020**

## Briefing Note – Strategic Directions for Expansion of Services and Governance

The Strategy and Policy Committee has been working its way through background information on the characteristics of our population, demographic trends and the effects on the urban/rural communities of the province and the region. Recent work such as NL Vital Signs, 2016 Economic Update City of St. John's, conference Board Economic Outlook, Provincial NL Statistics and projections 2007 to 2021, State of the Economy City of St. John's and other related information. The Provincial Auditor General's Report on the Province and its finances, Premier's Forum on Local Governance, Regional Governance Advisory Committee have also informed this discussion.

A summary document of the working session of October 13 was used to develop two principles or strategic directions at the November 17 meeting.

The discussion reached a consensus that there are a number of initiatives/services that the Board can develop that will add value to municipal service delivery and are beneficial to communities. However, the strategic direction that the Board should pursue would see all future initiatives or services either mandated by the Province or they should come at the request of the communities. The Board should develop plans, details and options for the implementation of services that can be shared with communities. These plans will provide information for interested communities to determine if they want to participate in a service to be delivered by the Board.

It is likely that some future services will be developed and implemented in some areas of the region and not broadly implemented across all communities. Some areas may want to offer a service or an enhancement whereas as other communities may opt not to implement a new or enhanced service. Given that a future service may only affect a few communities there becomes an issue of governance of that service by the whole Board. Should a defined service be directly governed and managed by the benefitting communities? Having a subcommittee of the Board managing a service may result in different levels of service, objectives, outcomes and policies than the Board would adopt or implement on a universal basis and it may not be in the best interests of the region as a whole. The second strategic direction of consensus was that Board should not divest itself of its authority for the implementation and management of a service and should retain the decision making authority at the Board level.

### **Recommendation:**

***That the Eastern Regional Service Board adopt the following strategic directions:***

- ***That the implementation of a service in an area will be at the request of a community unless that service has been mandated by the Province;***
- ***That the Board will retain the governance authority for a service including operational and management policies.***

#### **4. (c) Governance Committee**

## **4. (c)(1) Regional Governance Survey**

## REGIONAL GOVERNANCE ADVISORY COMMITTEE

### Survey Respecting Regional Governance Throughout Newfoundland and Labrador

In 2015, the Government of Newfoundland and Labrador appointed a Regional Governance Advisory Committee to provide advice on the principles and main components of a potential regional governance model for Newfoundland and Labrador ([News Release](#)). An update on the committee's work was recently announced by the Provincial Government ([News Release](#)). The Advisory Committee's advice will form the basis of public consultations to be conducted in the spring of 2017.

**As part of the Advisory Committee's mandate, members of the Committee are required to consult with members of their organization or larger stakeholder base. This online survey will be used to solicit your feedback on the draft principles developed by the Committee. Your input will be extremely valuable to the process.**

The Advisory Committee is led by the following four Guiding Themes:

1. Enhance and support current local governments;
2. Facilitate regional services;
3. Build capacity and assist existing local governments to make them stronger and more sustainable;  
and,
4. Enhance and support economic and industrial development.

To inform your review of the draft principles, please read the following background information on the current status of local government in Newfoundland and Labrador:

### BACKGROUND INFORMATION

#### Population

- Approximately 90 per cent of the province's residents live in cities and towns, and 53 per cent of these municipalities have populations of five hundred or less.
- Approximately 7 per cent of the province's residents live in Local Service Districts (LSDs), and 92 per cent of these LSDs have populations of five hundred or less.
- Approximately 3 per cent of the province's residents live in Unincorporated Areas (UIAs), and 98 per cent of these UIAs have a population of five hundred or less.
- There is a rural to urban shift with near 40 per cent of the provincial population currently residing in

the St. John's metropolitan area.

- The Province has one of the oldest populations in the country.
- The viability and sustainability of the large majority of communities within the Province, from a tax and economic basis, is at significant risk due to their small, declining and aging populations.

#### **Local Governance**

- Only 75 per cent of towns were able to achieve a full council in the last general municipal elections and councils relied heavily (65 per cent) on incumbents to fill seats and half of all councilors ran unopposed.
- Newfoundland and Labrador's current local governance structure is under increasing pressure in the face of rising societal expectations, modern legislative/regulatory requirements and increasing costs.
- Newfoundland and Labrador is one of only two provinces where not all areas of the province are represented by an incorporated governing body.

#### **Service Delivery**

- With nearly 40 per cent of the provincial population currently residing in the St. John's metropolitan area, this is putting financial demands on the remaining rural population, as a town's municipal service delivery costs have to now be shared over fewer residents and businesses.
- Cost of delivering municipal services per person is increasing.
- Aging infrastructure is another significant and real additional cost pressure.

**INSTRUCTIONS: Please select YES or NO for each of the following questions, and provide comments where appropriate. If you have any questions/concerns about the survey, please contact**

### **Guiding Theme One: Enhance and Support Current Local Governments**

**\* 1. Regional Governance Principle One - *"Ensure every incorporated and unincorporated community is included and proportionally represented in a regional government."***

**Do you agree with this principle?**

Yes

No

Do you have suggestions on how to improve this principle?



**\* 2. Regional Governance Principle Two: "A regional government will be flexible and support the needs of all communities."**

**Do you agree with this principle?**

Yes

No

Do you have suggestions on how to improve this principle?

**\* 3. Regional Governance Principle Three: "A regional government will be a collaborative extension of the current local government system."**

**Do you agree with this principle?**

Yes

No

Do you have suggestions on how to improve this principle?

**4. Do you have suggestions for additional principles that you think should be added to the theme of “Enhance and support current local governments”?**

Yes

No

If YES, please elaborate.

**Guiding Theme Two: Facilitate Regional Services**

**\* 5. Regional Governance Principle Four: *"Legislative delineation of mandated services provided by regional and local governments with common issues of regional significance to be addressed by a regional government."***

**Do you agree with this principle?**

Yes

No

Do you have suggestions on how to improve this principle?

**\* 6. Regional Governance Principle Five: "A regional government will support incorporated and unincorporated communities to collaborate on the provision of local service delivery."**

**Do you agree with this principle?**

Yes

No

Do you have suggestions on how to improve this principle?

**\* 7. Regional Governance Principle Six: "A regional government will provide greater coordination for more efficient and effective local service delivery."**

**Do you agree with this principle?**

Yes

No

Do you have suggestions on how to improve this principle?

**8. Do you have suggestions for additional principles that you think should be added to the theme of “Facilitate regional services”?**

Yes

No

If YES, please elaborate.

**Guiding Theme Three: Build capacity and assist existing local governments to make them stronger and more sustainable**

**\* 9. Regional Governance Principle Seven: "*Boundaries for a regional government will ensure every incorporated and unincorporated community has access to a population which is viable and sustainable.*"**

**Do you agree with this principle?**

Yes

No

Do you have suggestions on how to improve this principle?



**\* 10. Regional Governance Principle Eight: *"Ensure every incorporated and unincorporated community and resident fairly and equitably contributes to the region's revenue requirements."***

**Do you agree with this principle?**

Yes

No

Do you have suggestions on how to improve this principle?

**11. Do you have suggestions for additional principles that you think should be added to the theme of “Build capacity and assist existing local governments to make them stronger and more sustainable”?**

Yes

No

If YES, please elaborate.

**Guiding Theme Four: Enhance and support economic and industrial development**

**\* 12. Regional Governance Principle Nine: "A regional government will build capacity and support sector and business development for the creation, retention and expansion of new and existing businesses."**

**Do you agree with this principle?**

Yes

No

Do you have suggestions on how to improve this principle?

**\* 13. Regional Governance Principle Ten: "A regional government will support research and development, and the utilization of innovation and technology for development and diversification."**

**Do you agree with this principle?**

Yes

No

Do you have suggestions on how to improve this principle?

**\* 14. Regional Governance Principle Eleven: "A regional government will support and encourage regional economic planning and development partnerships with business development organizations and industry groups, community organizations, labour, post-secondary institutions, and other partners to advance the economic and entrepreneurial environment."**

**Do you agree with this principle?**

Yes

No

Do you have suggestions on how to improve this principle?

**15. Do you have any suggestions for additional principles that you think should be added to the theme of “Enhance and support economic and industrial development”?**

Yes

No

If YES, please elaborate.

**16. Do you have any suggestions for additional principles that you think should be added but do not fall under the four Guiding Themes noted above?**

Yes

No

If YES, please elaborate.

**17. Please provide the following contact information, which will be retained by the Eastern Regional Service Board (ERSB), for the purpose of future important surveys. Your information will not be shared outside of the ERSB.**

Name

Board or Community  
Name

Email Address

Phone Number

**4. (c)(2) CAO Evaluation Form**



**Chief Administrative Officer  
Performance Evaluation**

Using the following scale, please consider and rate the individual’s effectiveness in the following leadership capabilities scale.

- 1 = Below expectations
- 2 = Successful
- 3 = Highly successful
- 4 = Exceptional
- n/a = not applicable or not enough information

LEADERSHIP AND TEAM BUILDING		1	2	3	4	n/a
1	Demonstrates integrity and trust					
2	Acts as a catalyst to build team spirit					
3	Proactively deals with conflict and problems by addressing them in an open manner					
4	Exercises good judgment – bases decisions on a mixture of analysis, knowledge and experience; seeks advice where necessary					
5	Creates an organizational culture that motivates others					
6	Fosters productive relationships among employees, with the board and with stakeholders					
7	Recognizes employees for outstanding achievement					
8	Ensures staff and board are aware of Eastern Regional Services Board mandate and plans					

Comments on Leadership and Team Building:

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COMMUNICATIONS		1	2	3	4	n/a
1	Facilitates regular and prompt sharing of information					
2	Actively and respectfully listens to the concerns of others					
3	Makes effective presentations to other groups and organizations					
4	Writes succinct reports, providing accurate and meaningful information.					
5	Speaks with enthusiasm and conviction about Eastern Regional Services Board					
6	Exercises tact, discretion and good judgment when facilitating communication among employees, with the board and partners					

Comments on Communications:

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NETWORKING		1	2	3	4	n/a
1	Acts as an ambassador of the Eastern Regional Services Board by developing effective relationships with stakeholders					
2	Establishes and maintains mechanisms for soliciting input from stakeholders					
3	Attends events important to the success of the Eastern Regional Services Board and takes initiative to establish linkages					

Comments on Networking:

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FLEXIBILITY/MANAGEMENT OF CHANGE		1	2	3	4	n/a
1	Responds rapidly and positively to change and is prepared to handle potential problems					
2	Facilitates new methods/services and encourages others to adopt innovative practices					
3	Is aware of the impact of change on others and acknowledges people's feelings while supporting the change process					

Comments on Flexibility/Management of Change:

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SELF CONFIDENCE		1	2	3	4	n/a
1	Demonstrates intelligent risk taking through personal action, decision-making and a willingness to challenge the status quo					
2	Is open and receptive to feedback from others on how s/he performs/behaves on the job					

Comments on Self Confidence:

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STRESS MANAGEMENT		1	2	3	4	n/a
1	Demonstrates good time management, orchestrates multiple activities at once, performs well under pressure, set priorities effectively					
2	Handles stress calmly, maintaining a professional attitude					

Comments on Stress Management:

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FOCUS ON RESULTS		1	2	3	4	n/a
1	Prepares action plans by consulting with staff, board and stakeholders					
2	Ensures agreed goals/objectives are met or adapts plans based on changing circumstances					
3	Ensures plans, budgets and regular status reports are completed and distributed to appropriate people in a timely manner					
4	Implements comprehensive monitoring and evaluation systems leading to continuous improvement in performance					
5	Ensures accurate financial records are kept so that audit requirements may be met					
6	Facilitates productive use of board meetings by ensuring agendas are established and decisions recorded					
7	Ensures decisions taken at meetings are carried out					

Comments on Focusing on Results:

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STAFF ONLY		1	2	3	4	n/a
1	Consults employees effectively regarding changes to office procedures, personnel policies and other matters concerning the day-to-day operations of the office					
2	Gives constructive feedback on performance in a timely fashion					
3	Responds to employees concerns in a timely fashion					
4	Consults employees regarding their needs or desires for training and development					

Comments on Staff Only:

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\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Date

#### **4. (c)(3) Development of ERSB Outreach Plan**

# BRIEFING NOTE

## Development of an Outreach Plan for the Eastern Regional Service Board

November 25, 2016

The new Board Clerk/Outreach Coordinator, in cooperation with the Chief Administrative Officer, will immediately begin seeking input from Board members to support the development of an Outreach Plan (the Plan) for the Eastern Regional Service Board. The Plan will be finalized in early January 2017, with implementation immediately thereafter pending Board approval.

The Outreach Plan will primarily aim to create a consultative group for each area of the region in conjunction with the respective Board member representing the area. Where groups already exist (such as Joint Councils or Mayors Committees), the Board Clerk/Outreach Coordinator will continue to build on the established relationship, and will advance the overarching goals of the Eastern Regional Service Board.

The Eastern Regional Service Board Outreach Plan will maximize outreach opportunities regarding waste management programs implemented by the organization, and will support the engagement and communication with the many different groups involved in municipal service delivery, including regional groups, joint councils, towns, local service districts, waste management groups, waste haulers, businesses, residents and seasonal property owners.

The Plan will elaborate on ways to maintain a consistent channel of consultation and communication with the various regional groups, including the sharing of information and working with the groups to further regional service delivery. It will also outline ways the Outreach Coordinator will provide assistance to individual Board members to establish a forum in which to communicate with their respective region.

The Outreach Plan development process will include, but may not be limited to, the following specific actions:

- Develop Situation Statement – A statement or definition of the purpose of the Plan
- Develop Goals – Specifically define what the ERSB is looking to achieve by engaging stakeholders
- Compile a detailed list of target audiences/stakeholders
- Develop key messages
- Identify incentives for engaging targeted people and groups
- Identify outreach methods/strategies
- Identify the spokespeople and their responsibilities
- Identify resources
- Develop tools or measures to assess progress
- Develop a timeline
- Develop an implementation plan
- Seek approval
- Action the plan

**Current Status:** The Outreach Coordinator has already met/made contact with the following groups and organizations – Northeast Avalon Joint Council, Southern Shore Joint Council, Conception Bay North Joint Council, Killick Coast Mayors Committee, and Municipalities Newfoundland and Labrador.

**Drafted by:** Bradley Power, Board Clerk/Outreach Coordinator

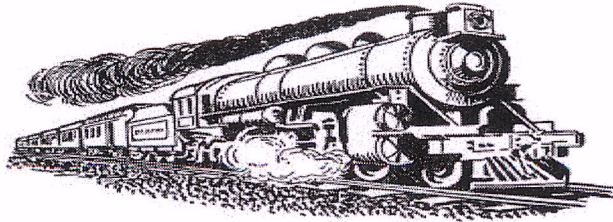
**Approved by:** Ken Kelly, Chief Administrative Officer

**Date:** November 25, 2016

## **5. CORRESPONDENCE**



**5. (a) Letter from Mayor Hilda Whelan – Town of  
Whitbourne**



## WHITBOURNE TOWN COUNCIL

(Inc. 1968)

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November 10, 2016

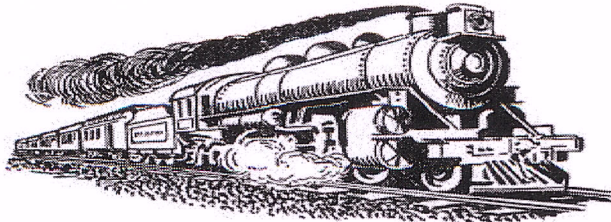
Eastern Regional Service Board  
255 Major's Path, Suite 3  
St. John's, NL  
A1A 0L5

Dear Service Board members;

I am writing to you concerning the waste recovery site located at the entrance of our town on Brigus Road.  
When I became Mayor this process of setting up this site was in the very early stages. My first question once this site was set up was, Where are the bins?  
Our council understood there would be bins(which we thought were containers) that would be removed once filled. I am not saying that we were misled. It was a misunderstanding on our part.  
We have been informed that the clay partitions are the bins. Sorry, but that is not satisfactory. This site is now more unsightly than our old town garbage site was.

We are aware that there is more work to be done but the 10 foot pile of metals and garbage across from the gate will still be visible.  
There has been a huge amount of funds spent on this site. Just several kms west of Whitbourne on the Trans Canada Highway there is crown land that could have been accessed to have this site away from our town.

I know you wanted it centrally located for collection but you should have been more vigilant in selecting your site. Keep in mind Robin Hood bay dump is not exactly convenient for the town's in our area but we are forced to use it.  
Again another oversight on your part, is you could have prepared and extended the New Harbour dump site to accommodate the town's from Bellevue to Heart's Desire. In fact you could have put this waste collection site there.  
The citizens of our town are demanding that this site be moved. We are a growing and well organized community. You, the board should have realized that and that this site would have caused the problems that is has at this location.  
Please review the photo's that I have attached and tell me if this site is a site you would like to have at the entrance of the beautiful city of St. John's, it actually looks like a dump.  
One possible answer to this problem is to place containers in your so called bins and remove them when they are filled. Considering the amount of dollars that has already been spent on this site, the cost of the purchase of these containers should not cause



## WHITBOURNE TOWN COUNCIL

(Inc. 1968)

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overdue concern. This is the only possible solution to this problem other than removing this site completely away from our town.

I look forward to having this concern addressed as soon as possible.

Thanking you in advance!

Sincerely,

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Mrs. Hilda Whelan  
Mayor  
Town of Whitbourne

**5. (b) Letter from Mayor John Whiffen, Town of Fox  
Harbour**

**Town of Fox Harbour  
2 Southside Road  
P.O. Box 64  
Fox Harbour, NL  
A0B 1V0  
Tel: 1-709-227-2271 Fax: 1-709-227-2817**

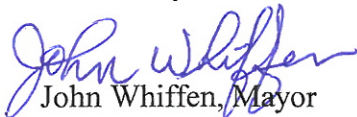
November 23, 2016

Christie Dean  
Manager, Waste Operations  
Eastern Waste Management  
255 Majors Path, Suite 3  
St. John's, NL  
A1A 0L5

Dear Ms. Dean:

For years now we have been paying our bill in full to Eastern Waste Management. Unfortunately our Council has not been able to collect this tax from nearly forty households each & every year.. This has been quite a burden on us & we don't see how we can continue in this way. It is costing us more than seven thousand dollars per year. In a small town with a population of 270 residents, this is taking away from our budget to maintain roads, snow clearing, etc. We feel this is unfair to Fox Harbour & we should only have to remit to you the amount that we actually receipt. We would like to see Eastern Waste Management bill households individually for this Waste Removal Tax.

Yours truly:

  
John Whiffen, Mayor

JW/ar

cc Sherry Gambin-Walsh, MHA  
cc Eddie Joyce, Minister of Municipal Affairs  
cc Ken McDonald, MP  
cc Municipalities Newfoundland & Labrador