

THIS INTERMUNICIPAL SERVICES AGREEMENT made this __ day of April, 2021.

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF BARRINGTON, a district municipality continued under the *Municipal Government Act, SNS 1998, c 18*

("Barrington")

- and -

TOWN OF CLARK'S HARBOUR, a town continued under the *Municipal Government Act, SNS 1998, c 18*

("Clark's Harbour")

WHEREAS:

- A. Barrington provides certain services to Clark's Harbour and is willing to provide additional services to Clark's Harbour; and
- B. Barrington and Clark's Harbour wish to set out in writing their agreement with respect to the provision of certain services through this intermunicipal services agreement pursuant to s. 60 of the *Municipal Government Act*.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Barrington will provide the following services to Clark's Harbour:
 - building and fire inspection,
 - emergency management through the Joint Emergency Management Office,
 - municipal C&D landfill, and
 - recreation services (recreation centre, arena and pool only),

collectively the "Services".

2. Barrington will invoice Clark's Harbour for the Services on a quarterly basis based on the following:

- a. Building and fire inspection services: 9.17% of operating expenses and vehicle depreciation;
- b. Emergency Management Office: 9.17% of operating expenses;
- c. Municipal C&D landfill services: 9.17% of operating expenses and loader/excavator depreciation; and
- d. Recreation services: 9.17% of operating expenses minus operating revenues of programming (including staff) and facilities.

The percentage of 9.17% was arrived at by calculating Clark's Harbour's percentage of the combined Barrington and Clark's Harbour populations (as of 2016) and uniform assessments (as of 2020-2021).

3. Clark's Harbour will not pay a percentage of, or any, expenses related to administration of the Services.
4. Clark's Harbour will not pay a percentage of, or any, expenses related to capital purchases. For purposes of this agreement the phrase "capital purchases" means purchases of assets that are expected to generate value over a long period of time and meet the following criteria:
 - a. have an expected useful life or more than one (1) year;
 - b. are not expected to be sold as a normal part of Barrington's operations; and
 - c. are not easily convertible into cash.
5. Barrington will provide recreation services to Clark's Harbour on a one-year trial basis commencing April 1, 2021 and ending March 31, 2022, unless otherwise agreed to by the parties in writing.
6. If the parties agree in writing that Barrington will continue to provide recreation services to Clark's Harbour beyond the one-year trial period Barrington will continue to invoice Clark's Harbour for the Services as set out in Clause 2.
7. If Barrington does not provide recreation services to Clark's Harbour beyond the one-year trial period Barrington will invoice Clark's Harbour for the remaining services on a quarterly basis based on the following:
 - a. Building and fire inspection services: 12.5% of operating expenses and vehicle depreciation;
 - b. Emergency Management Office: 15% of operating expenses; and
 - c. Municipal C&D landfill services: 20% of operating expenses and loader/excavator depreciation.

- 8. Invoices will be based on Barrington’s budget for each of the Services with a final adjustment to reflect actual expenditures. Unless the parties otherwise agree in writing, the cost for any of the Services for any year shall not increase more than 5% from the previous year’s cost.
- 9. Clark’s Harbour shall pay all invoices within 30 days.
- 10. This agreement may be amended in writing by mutual consent of the parties.
- 11. Should Barrington wish to cease providing the Services or Clark’s Harbour wish to not continue receiving the Services, notice shall be provided to the other party of its intent at least three (3) months prior to the end of the current fiscal year as follows:

To Barrington:

Chief Administrative Officer
2447 Highway 3
Barrington, NS B0W 1E0

To Clark’s Harbour:

Clerk
2648 Main Street
Clark’s Harbour, NS B0W 1P0

- 12. This agreement shall be governed by the laws of the Province of Nova Scotia.
- 13. This agreement shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of

Municipality of the District of Barrington

Witness
Name:

Per: Chris Frotten, Chief Administrative
Officer

Town of Clark’s Harbour

Witness
Name:

Per
Name:
Title: