

W200-827

SRL/sls

**THIS REVISING AGREEMENT** made this 31 day of July, 2023.

BETWEEN:

**MUNICIPALITY OF THE DISTRICT OF CHESTER**, a municipal corporation duly incorporated under the laws of the Province of Nova Scotia, having its office at Chester, in the County of Lunenburg and Province of Nova Scotia;

(Hereinafter referred to as "Municipality")

- and -

**VILLAGE OF CHESTER**, a body corporate pursuant to the *Municipal Government Act 1998, c 18, s.1*, of Chester, in the County of Lunenburg and Province of Nova Scotia

(Hereinafter referred to as the "Village")

Collectively referred to as the "Parties"

**WHEREAS** the Parties entered into an Intermunicipal Fire Services Agreement dated the 12<sup>th</sup> day of May, 2022 (the "Agreement");

**AND WHEREAS** the Parties wish to revise the Agreement providing that the Chester Volunteer Fire Service Committee as established in the Agreement shall be a body corporate for the purpose of carrying out its duties and responsibilities pursuant to the Agreement;

**NOW THIS REVISING AGREEMENT** witnessed that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree and acknowledge as follows:

1. That the fourth recital in the Agreement is deleted and replaced by the following recital:  
"AND WHEREAS the Municipality and the Village wish to enter into this Agreement which shall be a Municipal Service Agreement pursuant to Section 60 of the *Municipal Government Act* so as to cooperate to jointly provide this service to the Fire Service Area."

“AND WHEREAS the parties wish to provide this service to the Fire Service Area through the Chester Fire Service Committee, a body corporate.”

2. That paragraph 1 of the Agreement entitled “Definitions and Schedules” shall be amended by adding the following definition: “Committee” means the Chester Volunteer Fire Services Committee, a body corporate (the Committee), created pursuant to Section 60(4) of the *Municipal Government Act* and which shall have responsibility for the exercise of the powers, and only the powers, delegated in the Agreement.
3. That paragraph 31 of the Agreement is amended by deleting the last sentence of that paragraph and replacing it with the following sentence: “The parties shall adopt a Common Area Rate throughout the Fire Service Area to fund the Operating and Capital Budgets once approved by both the Village and the Municipality.”
4. The Committee shall for the first two years beginning on the date the Committee becomes a body corporate use the Village of Chester staff as the primary administrative delivery structure for their work. This shall include up to ten hours of administrative support time and ten hours of management support time per week, for a fee to be negotiated annually as part of the budget process to a maximum of ten percent of the total budget of the Committee. Administrative support services provided by the Village shall include, but not be limited to the following:
  - (i) Bookkeeping services to create purchase orders, process invoices, issue cheques and manage accounts;
  - (ii) Financial management by supporting the annual budget development process, reconciling bank accounts and statements, creating budget reports, monitoring and reporting on expenditure services and generally assisting the Treasurer in anyway possible;
  - (iii) Managing the repair and maintenance of the building and structure through the use of internal and external contracts and agencies;
  - (iv) Assisting with the development and management of contracts, scheduling and claims to support the insurance and audit needs of the Committee and the Chester Volunteer Fire Department;
  - (v) Assisting the Committee with the development and management of procurement and disposal documents and processes;

- (vi) Assisting the Committee as requested with any other administrative support, such as the development of by-laws, policies and procedures.

All of the above services shall be collectively be referred to as “the Support Services”.

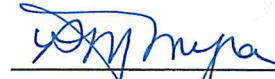
5. Unless a decision to the contrary is made by no less than two-thirds of the members of the Committee at least six months prior to the expiration of the two year term with the Village for the Support Services, the Committee shall seek submissions from other qualified parties including the Village through a Request for Proposals (RFP) for the provision of the Support Services. The Committee shall be responsible for negotiating and entering into a new Agreement for the provision of the Support Services upon such terms and condition as may be agreed upon between the parties but for a term not exceeding five years. The fee negotiated by the Committee shall be approved as part of the budget process.
6. That this Revising Agreement along with the Agreement shall be filed with the Registry of Joint Stock Companies and upon such filing, the Committee shall continue to operate as a body corporate pursuant to Section 60 of the *Municipal Government Act*.
7. That all references in the Agreement to the Chester Volunteer Fire Service Committee or to the Committee shall hereafter refer to the Chester Fire Services Committee, a body corporate.
8. The duties, responsibilities and powers of the Committee as set out in the Agreement shall apply to the body corporate with all necessary modifications to reflect the fact that it shall be a body corporate. The Committee shall be responsible to enact rules and procedures to follow when conducting meetings and as a method of governance which shall be in compliance with the applicable provisions of the *Municipal Government Act*.
9. The assets that are conveyed or leased to the Committee by the parties pursuant to Section 35 of the Agreement, shall be insured by the Committee in the manner as directed from time to time by the parties and which said insurance shall include liability insurance covering the Committee and also the parties to this Agreement as additional insured.

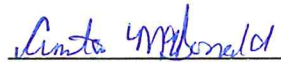
10. This Revising Agreement and the Agreement shall together constitute a Municipal Services Agreement pursuant to Section 60 of the *Municipal Government Act*.

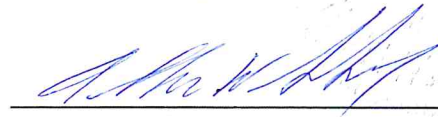
Signed, sealed and delivered  
in the presence of:

**MUNICIPALITY OF THE DISTRICT  
OF CHESTER**

Per:

  
PAM MYRA, Clerk


  
Witness

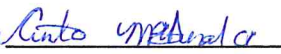
  
ALLEN WEBBER, Warden

  
Witness


**VILLAGE OF CHESTER**

Per:

  
Nancy Hatch, Chairperson

  
Witness


Per:

  
Heather McCallum, Clerk  
Treasurer

  
Witness

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**


On this 31 day of July, 2023 before me, the subscriber, personally came and appeared Anita Mac Donald, a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that the MUNICIPALITY OF THE DISTRICT OF CHESTER, one of the parties thereto, duly executed the same in her presence by affixing thereto its corporate seal identified by the signature of Pamela Myra, its Clerk, and Allen Webber, its Warden, duly authorized officers in that regard.

  
A BARRISTER/ COMMISSIONER OF THE  
SUPREME COURT OF NOVA SCOTIA

**Christine L. Collicutt**  
A Commissioner of the  
Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

On this 31 day of July, 2023 before me, the subscriber, personally came and appeared Anita MacDonald, a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that the VILLAGE OF CHESTER, one of the parties thereto, duly executed the same in her presence by affixing thereto its corporate seal identified by the signature of Nancy Hatch, its Chairperson, and Heather McCallum, its Clerk/Treasurer, duly authorized officers in that regard.

  
A BARRISTER/ COMMISSIONER OF THE  
SUPREME COURT OF NOVA SCOTIA

**Christine L. Collicutt**  
A Commissioner of the  
Supreme Court of Nova Scotia