

REN 6 – Inter-Municipal Agreement

This Inter-Municipal Agreement sets forth a framework for the continued operation of a Regional Enterprise Network between:

The **Municipality of the County of Victoria**, a municipal body corporate pursuant to Section 7 of the *MGA*;

AND

The **Municipality of the County of Inverness**, a municipal body corporate pursuant to Section 7 of the *MGA*;

AND

The **Municipality of the County of Richmond**, a municipal body corporate pursuant to Section 7 of the *MGA*;

(Collectively, the “Municipalities”)

WHEREAS the Municipalities are – together with various agencies and departments of the Provincial and Federal Governments, as well as band councils under the *Indian Act* (Canada) – partners in regional economic development;

AND WHEREAS the Municipalities wish to partner to ensure regional economic development strategies that consider assets, business community, sector strengths, regional opportunities and challenges, and takes into account provincial and regional priorities;

AND WHEREAS the Municipalities agree that Regional Enterprise Networks (“RENs”) are best positioned to navigate and guide regional economic development in Nova Scotia, while supporting business growth and retention in communities;

AND WHEREAS Section 60 of the *Municipal Government Act* provides authority for municipalities to enter into agreements with other municipalities, villages, service commissions, the Government of the Province of Nova Scotia or of Canada or a department or agency of either of them, or a band council pursuant to the *Indian Act* (Canada) to provide or administer municipal services on such terms and conditions as the municipalities may agree, and for the municipalities to delegate responsibility for the provision of such services to a body corporate;

AND WHEREAS economic development is a service which municipalities in Nova Scotia are empowered to provide under the *MGA*;

AND WHEREAS the Municipalities have agreed to establish “REN 6” as a body corporate, and delegate responsibility for guiding economic development in their region to it;

AND WHEREAS the Municipalities wish to set out the terms and conditions for the creation of “REN 6”, and for certain matters related thereto;

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipalities agree as follows:

1. Definitions

In this Agreement:

- (a) "Audit Committee" means the Audit Committee for the REN 6, as appointed by the CBREN Board hereunder;
- (b) "Auditor" means a registered municipal auditor as this term is used in Section 457 of the *MGA* who is appointed by the Audit Committee to audit the financial affairs of REN 6;
- (c) "Board of Directors" means the Board of Directors of REN 6;
- (d) "Capital Costs" means the amount expended by REN 6 for the acquisition of lands, construction of buildings and structures upon lands, and equipping and fixturing of lands, buildings and structures, including those amounts which by general practice would typically form part of an entity's capital costs as designated by those practicing accounting in Canada under GAAP;
- (e) "Contribution Agreement" means an agreement between the Province and REN 6 which outlines a multi-year funding agreement
- (f) "Federal Government" means Her Majesty the Queen in right of Canada, as represented by various federal ministries and governmental agencies;
- (g) "Fiscal year" means REN 6's fiscal year, which shall be a twelve (12) month period commencing on April 1 of every year and ending on March 31 of every subsequent year;
- (h) "FRAM" means the Financial Reporting and Accounting Manual prescribed from time to time under the *MGA*;
- (i) "GAAP" means Canadian generally accepted accounting principles, as established from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, or any successor institutes, applicable as at the relevant date, and applied on a consistent basis;
- (j) "Liaison and Oversight Committee" means the Liaison and Oversight Committee of REN 6, as established hereunder;
- (k) "Operating Costs" means the costs associated with operating and administering REN 6;
- (l) "Province" means Her Majesty the Queen in right of the Province of Nova Scotia, as represented by various provincial ministries and governmental agencies, including the Department of Municipal Affairs;
- (m) "Recruitment and Nominating Committee" means the Recruitment and Nominating Committee of REN 6, as appointed by the Liaison and Oversight Committee hereunder;
- (n) "Region" means the geographic region of Nova Scotia that is made up of the Municipalities' respective territorial jurisdictions; and
- (o) "Uniform assessment" has the same meaning as in the *Municipal Grants Act*, R.S.N.S. 1989, c. 302, as amended from time to time.

2. Establishment of REN 6

- (a) The Municipalities hereby agree to the continued operation of REN 6, upon the terms and conditions set out in this Agreement.
- (b) This Agreement shall be filed with the Registry of Joint Stock Companies.

3. Core Activities

The core activities of REN 6 are:

- Develop, implement, and monitor a regional economic development strategy that is reflective of provincial and regional (participating municipal and First Nation band councils) economic development priorities. The strategy should consider assets, business community, sector strengths, and regional challenges and opportunities. The strategy should also align with provincial priorities in order to maximize REN 6's leverage of programs, policies and services.
- Cultivate close working relationships with the business community and work with key partners to support the development and attraction of new businesses, and retain and expand existing businesses. REN 6 will support local businesses in navigating, and making referrals to, programs and services.
- Inform partners and stakeholders about local business-climate conditions as well as regional challenges and opportunities. REN 6 will work with partners and stakeholders to provide investment-readiness and labour market information.

4. Powers

In addition to any other powers explicitly set out in this Agreement or which a body corporate may have under the laws of Nova Scotia, REN 6 shall have all powers necessary to deliver the services described herein and to perform any and all things necessary for the achievement of REN 6 objectives, including, without limiting the generality of the foregoing, the following:

- (a) the full and delegated authority of the Municipalities to contract with any party hereto or any third party for the provision of any service or facility necessary or advisable to carry out the objects of REN 6, including, but not limited to, contracts of employment with the CEO and any other persons employed by REN 6; and
- (b) the power to accept gifts, assignments, devises and bequests of real and personal property, as well as the power to apply them to the fulfillment of the objects of REN 6.
- (c) REN 6 shall not be authorized to initiate or authorize any purchase of capital assets (e.g. land or buildings).

5. Funding

- (a) It is anticipated that the Municipalities (REN6) and the Province will enter into a Contribution Agreement to establish the level of funding that the Municipalities on the one hand and the Province on the other will provide to REN 6 on an annual basis.
- (b) The municipal share of core funding will be divided amongst the Municipalities on the basis of a base rate and one of the following formulas: (equally)
 - i. (0 to 100 %) will be divided equally amongst the Municipalities;
 - ii. (0 to 100 %) will be divided amongst the Municipalities based upon each Municipality's proportionate share of the total uniform assessment of all the Municipalities; and
 - iii. (0 to 100 %) will be divided amongst the Municipalities based upon each Municipality's proportionate share of the total population of all of the Municipalities.

- (c) The Municipalities will pay their respective shares to REN 6 in two equal amounts on April 1 and September 1 of the fiscal year. A ten percent (10%) per annum interest rate will be applied to unpaid amounts that are greater than thirty (30) days in arrears.
- (d) Subject only to the withdrawal and termination provisions of this Agreement, the Municipalities agree to commit to five-year terms of funding REN 6.
- (e) Municipalities agree to review the funding structure every two years to ensure it is fair and equitable to all parties.

6. Budget and Revenue

- (a) The Liaison and Oversight Committee shall confirm the amount of revenue that will be received by REN 6 for the coming fiscal year by January 1st of every year.
- (b) On or before March 1st of every year, the Board of Directors shall approve a budget and business plan for REN 6 for the coming fiscal year. The budget and business plan are submitted to the Liaison and Oversight Committee for information and confirmation.
- (c) The budget shall include the anticipated Operating Costs, revenues, funding contributions from each of the Municipalities and the Province, deficit or surplus from the preceding fiscal year, and such other information as may be required from time to time.
- (d) The budget shall be prepared in accordance with GAAP and FRAM, funding contracts and REN 6's own financial policies.

7. Liaison and Oversight Committee

- (a) The main functions of the Liaison and Oversight Committee shall be:
 - i. Strategic input to Board of Directors – Providing advice and input to the Board of Directors to develop its Regional Economic Development Strategy;
 - ii. Accountability for outcomes – Ensuring that the Board of Directors reports on the goals it establishes in the Regional Strategy;
 - iii. Financial Accountability – Ensuring that REN 6 has excellent financial management processes in place;
 - iv. Self-Governance – Ensuring that it follows and publishes its own rules of governance;
 - v. Communication – Ensuring mechanisms are in place to support excellent communication, feedback and strong linkages with the Board of Directors.
- (b) The Liaison and Oversight Committee shall consist of:
 - i. one elected official and their respective CAO (non-voting) from each of the Municipalities, or their designate; and
 - ii. two (2) members appointed by the Province pursuant to a Contribution Agreement between the Province and the Municipalities.
- (c) A Liaison and Oversight Committee shall be established and will be responsible for:
 - i. approving the 3-year regional economic development strategy for REN 6;

- ii. monitoring and evaluating the implementation of the regional economic development strategy;
 - iii. reviewing and approving any agreements between REN 6 and any other entity which would require REN 6 to expend a sum or sums of money in excess of \$100,000, and directing the CEO to execute same on behalf of REN 6;
 - iv. reporting and communicating with the Municipalities and the Province;
 - v. appointing the members of the Recruitment and Nominating Committee; and
 - vi. appointing the members of the Board of Directors, based upon the recommendations from the Recruitment and Nominating Committee.
- (d) Those members of the Liaison and Oversight Committee who are elected council officials, (or their designates), are responsible for:
- i. reporting on REN 6's progress to their respective Councils;
 - ii. communicating their respective Councils' thoughts on REN 6's progress to the Liaison and Oversight Committee; and
 - iii. soliciting the approval of their respective Councils for continuation of funding to REN 6.
- (e) Members of the Liaison and Oversight Committee are those members of council, or their designates, who shall serve on the committee at the pleasure of their respective councils.
- (f) The Liaison and Oversight Committee shall meet at least twice a year.
- (g) The Liaison and Oversight Committee shall, on an annual basis, appoint a Chair.
- (h) The Liaison and Oversight Committee Chair shall have a written position description.
- (i) Decisions of the Liaison and Oversight Committee shall be made by majority vote with each member having one vote, including the Chair.
- (j) All meetings of the Liaison and Oversight Committee require a quorum consisting of three-quarters (75%) of its total membership. If a quorum is not present, no business may be transacted at a meeting of the Liaison and Oversight Committee.
- (k) All members present at a meeting of the Liaison and Oversight Committee, including the person presiding, shall vote on a question.
- (l) A member of the Liaison and Oversight Committee who fails or refuses to vote on a question is deemed to have voted in the negative.
- (m) In the event of a tie in a vote on a question, the tied vote results in the motion failing.
- (n) Expenses of the Liaison and Oversight Committee shall be provided by REN 6 as approved within the budget.
- (o) The Liaison and Oversight Committee will be responsible for the Recruitment and Nominating Committee.

8. Recruitment and Nominating Committee

- (a) A Recruitment and Nominating Committee shall be appointed annually by the Liaison and Oversight Committee and shall consist of the following members:
- i. two members of the Liaison and Oversight Committee who are elected officials of the Municipalities (or their designates);
 - ii. one member of the Liaison and Oversight Committee who is appointed by the Province; and
 - iii. member(s) of the Board of Directors at the discretion of the Liaison and Oversight Committee.
- (b) The Recruitment and Nominating Committee shall be responsible for:
- a. developing director selection criteria and identifying and evaluating potential candidates;
 - b. recruiting and recommending candidates to serve on the Board of Directors to the Liaison and Oversight Committee;
 - c. ensuring (through the recommendation of candidates) that the Board of Directors is made up of individuals who, collectively, have the required competencies and personal attributes to carry out their responsibilities effectively;
 - d. developing and maintaining a Board competency matrix that is updated annually and when vacancies arise. The competency matrix is used to identify competency “gaps” on the Board and direct the search for new candidates; and
 - e. ensuring the Board has a Board succession plan to ensure the orderly turnover of directors.
- (c) Unless specified otherwise in the governing legislation, Board members are independent from management and have no material interest in the organization; and
- (d) The Committee shall ensure that the Board publishes the name, appointment term and a comprehensive biography for each director on its web site.
- (e) The Committee shall have written terms of reference that set out its roles and responsibilities.

9. Audit Committee

- (a) An Audit Committee shall be appointed annually by the Board of Directors and shall consist of the following members:
- i. one representative of the Province;
 - ii. three members of the Board of Directors;
 - iii. a CAO or designate from one of the participating municipal units, as chosen by the Liaison and Oversight Committee; and
 - iv. the CEO (*ex officio*).
- (b) The Audit Committee shall be responsible for:
- i. Recommending the appointment of the Auditor;

- ii. conducting a detailed review of the financial statements of REN 6 with the Auditor on an annual basis;
 - iii. evaluating the adequacy of the internal control systems of REN 6;
 - iv. reviewing the conduct and adequacy of the audit;
 - v. investigating such matters arising out of the audit as may appear to the Audit Committee to require investigation;
 - vi. any other matters determined by the Board of Directors to be the duties of the Audit Committee; and
 - vii. making recommendations to the Liaison and Oversight Committee and the Board of Directors.
- (c) In carrying out their duties, the Auditor and the Audit Committee shall have unrestricted access to all activities, records, property, and personnel of REN 6.
 - (d) The Audit Committee shall, on an annual basis, appoint a Chair.
 - (e) The Audit Committee shall, on an annual basis, appoint a Vice-Chair.
 - (f) The Audit Committee Chair and Vice-Chair shall have written position descriptions.
 - (g) The Committee shall have written terms of reference that set out its roles and responsibilities.
 - (h) The Audit Committee shall meet at least twice per year.
 - (i) All meetings of the Audit Committee shall require a quorum of four 75% of the committee. If a quorum is not present, no business may be conducted at the meeting.
 - (j) For certainty, REN 6 is subject to review by the Municipal Auditor General with respect to grants and funding received directly or indirectly from the Municipalities.
 - (k) Committee members are financially literate and at least one member has accounting or related financial management expertise.
 - (l) Members of the Committee are independent from the external auditors.
 - (m) The Committee annually reviews its terms of reference and assesses its effectiveness in meeting the needs of the Board of Directors.
 - (n) The external auditor reports directly to the Committee.
 - (o) The Committee has an auditor independence policy and pre-approves all non-audit services to be provided to the organization by the external auditor.
 - (p) The Committee meets from time to time with the external and internal auditors without management present.
 - (q) The Committee reviews any proposed changes to the roles and duties of the organization's chief financial officer or financial support person.
 - (r) The Committee has the authority to engage independent counsel and other advisors, to fulfill their audit function, subject to prior approval from the Board Chair.

10. Board of Directors

(a) The main functions of the Board of Directors shall be:

- a. Regional Economic Development Strategy – Overseeing the development and implementation of the regional economic development strategy, in addition to annual financials and business plan;
- b. Building Relationships – Ensuring excellent communication and sound working relationships with the Liaison and Oversight Committee, and other partners and stakeholders;
- c. Performance Management – Understanding how activities and services align with the mandate and objectives of the regional economic development strategy, and ensuring that there are procedures in place to monitor, measure, review, and improve REN 6's performance outcomes;
- d. Strong Financial Stewardship – Stewarding the financial health of the organization by ensuring that strong financial management skills and appropriate accountability measures are in place;
- e. Governance and Policy Development – Ensuring the existence of a sound governance framework, including all the policies, practices, and procedures that define the decision-making process and delineate the roles and responsibilities of the Board and the CEO;
- f. Managing the CEO – Ensuring that there is a process in place to hire, manage and evaluate the CEO;
- g. Executive Limitations – The Board prescribes the boundaries of prudence and ethics within which the CEO makes decisions about the means by which to achieve the objectives.
- h. Appointing the members of the Audit Committee.

(b) A Board of Directors shall be established and will be responsible for:

1. meeting with the Liaison and Oversight Committee at least once annually to report on all activities of REN 6, including, but without limiting the generality of the foregoing, progress relative to the mandate, strategies, and objectives outlined in the regional economic development strategy and any agreement entered into between REN 6, the Municipalities and the province;
2. delivering an annual report and audited financial statements to the Liaison and Oversight Committee by July 31st of the following fiscal year;
3. coordinating and holding a joint annual general meeting open to all the Municipalities to report on all activities of REN 6;
4. reviewing and approving Contribution Agreements, and directing the CEO to execute same on behalf of REN 6;
5. subject to the oversight of the Liaison and Oversight Committee as set out in Article 7 of this Agreement, reviewing and approving agreements between REN 6 and other entities that are consistent with the approved regional economic development strategy and that support the work of Nova Scotia Business Inc., Innovacorp, Department of Municipal Affairs, and other economic development agencies of the Municipalities, the Province,

or the Federal Government, and directing the CEO to execute the same on behalf of REN 6;

6. appointing a CEO;
 7. setting the terms to evaluate the CEO's performance on an annual cycle;
 8. developing, reviewing and approving written policies for REN 6;
 9. considering recommendations from the Audit Committee, implementing those it decides are reasonable to adopt; and
 10. subject to the other provisions of this Agreement, such other matters determined by the Board of Directors and/or the Liaison and Oversight Committee that are consistent with the regional economic development strategy.
- (c) The Board of Directors shall consist of a maximum of eight business or community members.
- (d) Subject to the provisions regarding appointments to the Board of Directors and replacing vacant positions, appointments to the Board of Directors are staggered and are for a term of one to three years, with an option to serve a maximum of a total of two consecutive terms.
- (e) Appointments to the Board of Directors shall be made by the Liaison and Oversight Committee.
- (f) The Board of Directors shall, on an annual basis, appoint a Chair.
- (g) The Board of Directors shall, on an annual basis, appoint a Vice-Chair.
- (h) The Board Chair and Vice-Chair shall have written position descriptions.
- (i) Decisions of the Board shall be made by majority vote, with each member having one vote, including the Chair and Vice-Chair.
- (j) All meetings of the Board of Directors require a quorum consisting of a majority of the maximum number of persons that may be appointed to the Board. If a quorum is not present, no business may be transacted at the meeting.
- (k) All members of the Board of Directors present at a meeting of the Board, including the person presiding, shall vote on a question.
- (l) A member of the Board of Directors present at a meeting who fails or refuses to vote on a question before the Board is deemed to have voted in the negative.
- (m) In the event of a tie in a vote on a question, the question shall be determined in the negative.

11. CEO Hiring Committee (*ad hoc*)

- (a) This Committee is responsible and accountable in assisting the Board in the recruitment and selection of a CEO to ensure the effective operations of REN 6. Specifically, the Committee will:
- i. Develop a hiring procedure for recruiting and evaluating potential candidates of CEO, including approving a job description and selection criteria.
 - ii. Recruit, evaluate and recommend a CEO to be the head of the administrative branch of REN 6.

- (b) The Committee shall have written terms of reference that set out its roles and responsibilities.

12. Chief Executive Officer (CEO)

- (a) The CEO is the head of the administrative branch of REN 6, and is responsible to the Board of Directors for the proper administration of the affairs of REN 6 in accordance with its policies and procedures.
- (b) The members of the Liaison and Oversight Committee and the Board of Directors shall communicate with the employees of REN 6 solely through the CEO, except that the Liaison and Oversight Committee and the Board of Directors may communicate directly with employees of REN 6 to obtain or provide information.
- (c) The Board of Directors shall provide direction on the objectives, policies and programs of REN 6 to the CEO.
- (d) The Board creates and publishes the CEO's position description.
- (e) The Board describes in writing the annual assessment process for the CEO.
 - a. The Board has a job description that sets out in detail the responsibilities of the CEO.
 - b. The Board establishes annual performance expectations for the CEO each year.
 - c. The Board annually assesses the CEO's performance against the position description and the performance expectations agreed upon at the beginning of each year.
 - d. The Board has an established written process for dealing with any complaints/internal and external regarding the conduct of a Board member or a CEO.

13. New Municipalities joining REN 6

A municipality, village, or band council pursuant to the *Indian Act* (Canada) that is not a party to this agreement may, with the unanimous consent of the Municipalities that are then members of REN 6, join REN 6, effective the first day of the following fiscal year, as of which date the joining municipality, village, or band council shall be a "Municipality" for the purposes of, and subject to all the terms and conditions of, this Agreement, including the funding requirements set out in Article 5.

14. Withdrawal and Termination

- (a) A Municipality may withdraw from REN 6 at the beginning of any fiscal year by giving written notice to the Chair of the Liaison and Oversight Committee and the Chair of the Board of Directors a minimum of twelve (12) months in advance of the fiscal year in which the participating municipality intends to withdraw.
- (b) The Municipalities may unanimously agree to terminate this Agreement and dissolve REN 6 at any time, provided that any such agreement be in writing and signed by the duly authorized representative(s) of each Municipality.
- (c) Upon notification of withdrawal of a Municipality or the execution of a unanimous agreement to dissolve REN 6, the Board of Directors shall determine each Municipality's share of the assets

and liabilities of REN 6, up to and including the withdrawal date or date of dissolution, in accordance with the following principles:

- i. Each Municipality's share of the assets of REN 6 shall be based upon the total amount of funding they have provided to REN 6 up to the date of withdrawal, as compared to the total amount of funding provided by all the Municipalities up to the date of withdrawal; and
 - ii. Each Municipality's proportionate responsibility for the liabilities of REN 6 shall be based upon the total amount of funding they have provided to REN 6 up to the date of withdrawal, as compared to the total amount of funding provided by all the Municipalities up to the date of withdrawal.
- (d) The Board of Directors shall then provide written notification to all the Municipalities as to how it proposes that the assets and liabilities be distributed in accordance with the principles in clause (c).
- (e) After receiving the notification referred to in clause (d), any Municipality shall have sixty (60) days to challenge the proposed settlement by referring the matter to the dispute resolution process set out in Article 16. If no dispute is brought forward by the expiration of this period, the decision of the Board of Directors will be deemed to be accepted, and shall be final and binding upon all the Municipalities.

15. Dispute Resolution

- (a) If a dispute arises during the term of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation.
- (b) Fifty percent (50%) of costs of mediation will be borne by the party raising the dispute.
- (c) A mediator shall have all the powers conferred by, and mediation will take place in accordance with, the provisions of the *Commercial Mediation Act*, S.N.S. 2005, c. 36, except where its provisions are inconsistent with the provisions of this Agreement, in which case the provisions of this Agreement will prevail.
- (d) If the dispute is not resolved by mediation within 90 days of the initiation of that procedure, the dispute may be referred to arbitration by any party thereto. The arbitration decision is final, and is binding upon all the parties to the dispute.
- (e) An arbitrator or arbitral panel shall have all the powers conferred by, and an arbitration will take place in accordance with, the provisions of the *Commercial Arbitration Act*, except where its provisions are inconsistent with the provisions of this Agreement, in which case the provisions of this Agreement will prevail.
- (f) Allocation of the costs of arbitration will be determined by the arbitrator or the arbitral panel.

16. Conflict of Interest

- (a) Where a member of the Liaison and Oversight Committee, the Recruitment and Nominating Committee, the Audit Committee, or the Board of Directors, either on the member's own behalf or while acting for, by, with or through another, has any direct or indirect financial interest in any matter and is present at a meeting of the Committee or Board at which the matter is the subject of consideration, the member shall:

- i. as soon as practicable after the commencement of the meeting disclose the interest and the general nature thereof;
- ii. withdraw from his place as member and leave the room in which the meeting is held for the duration of the consideration of the matter;
- iii. refrain from taking any part in the consideration or discussion of the matter and from voting on any question relating to the matter; and
- iv. refrain from attempting in any way, whether before, during or after the meeting, to influence the decision of the council or local board with respect to the matter.

(b) Where the member was not present at a meeting at which a matter in which the member, either on the member's own behalf or while acting for, by, with or through another, has any direct or indirect financial interest was the subject of consideration, the member shall disclose the interest at the next meeting the member attends, and the provisions of subsection (1) shall apply to the member in respect of the matter.

(c) A member shall comply with this Section in respect of any matter in which the member intends to obtain a financial interest, either on the member's own behalf or while acting for, by, with or through another.

(d) A member has an indirect financial interest in any matter if the member or the member's nominee:

- i. is a shareholder in, or director or senior officer of, a corporation that does not offer its shares to the public;
- ii. has a substantial interest in, or is a director or senior officer of, a corporation that offers its shares to the public; or
- iii. is a member of a body, whether incorporated or not, that has an interest in any matter in which the Council or local board is concerned.

17. Code of Conduct and Ethics

- (a) The Board shall adopt a written Code of Conduct and Ethics for directors, officers and employees.
- (b) The Board shall make a copy of the Code available to Board members and staff and any interested parties.
- (c) The Board shall describe how the Board monitors compliance with the code.
- (d) The Board shall adopt a Code of Conduct and Ethics that is consistent with the Standards of Ethical Conduct for Public Sector Organizations.
- (e) The Board shall publish its Code of Conduct and Ethics.

18. Governing Law

This Agreement shall, in all respects, be governed by, and construed and enforced in accordance with, the laws of the Province of Nova Scotia.

19. Waiver of Agreement

Failure by any party to insist upon the strict performance of any of the covenants, terms, provisions or conditions in this Agreement shall not be construed as a waiver or relinquishment of such covenant,

term, provision or condition, but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.

20. Amendment or Modification

This Agreement may not be amended except by written instrument signed by all the Municipalities who, as of the date of the amendment, have not withdrawn from REN 6.

THIS AGREEMENT shall ensure to the benefit of and be binding upon the Municipalities and their respective successors and assigns.

SIGNED and sealed in duplicate at Baddeck, Nova Scotia, Canada, on this 23 day of, January ~~2016~~: 2017

Witness: [Signature]

Per:

[Signature]
Municipality of the County of Victoria

Witness: [Signature]

Per:

[Signature]
Municipality of the County of Inverness

Witness: [Signature]

Per:

[Signature]
Municipality of the County of Richmond