

JOINT COUNCIL MEETING

Wednesday, February 21, 2018 at 6:00 PM

Town Council Chambers

- 1) Call to Order – Chair, Mayor Laurie Boucher
- 2) Round-table Introductions
- 3) Approval of Agenda
- 4) Approval of Joint Advisory Council Minutes of December 20, 2017
- 5) Business Arising from the Minutes
 - a. Inter-Municipal Agreement for the Antigonish Arena
- 6) New Business
 - a. Presentation/Discussion – Ms. C. MacKinnon; Destination Eastern and Northumberland Shores (DEANS)
 - b. Presentation/Discussion - Ms. S. Thornhill; Antigonish Senior Safety Coordinator
 - c. Presentation/Discussion – Mr. D. Bogle; Antigonish Community Transit
 - d. Presentation/Discussion – Ms. J. Gillis; Antigonish Heritage Museum
- 7) Adjournment

Present

Mayor Laurie Boucher
Deputy Mayor Diane Roberts
Councillor Mary Farrell
Councillor Donnie MacInnis

Warden Owen McCarron
Deputy Warden Hughie Stewart
Councillor Mary MacLellan
Councillor Vaughan Chisholm
Councillor Gary Mattie
Councillor Bill MacFarlane
Councillor John Dunbar
Councillor Remi Deveau
Councillor Neil Corbett

Regrets

Councillor Jack MacPherson
Councillor Willie Cormier
Councillor Andrew Murray

Councillor Donnie MacDonald

Also Present

Glenn Horne, Municipal Clerk Treasurer, Municipality of the County of Antigonish
Jeff Lawrence, CAO, Town of Antigonish
Beth Schumacher, Deputy Clerk, Municipality of the County of Antigonish
Steve Scannell, Special Projects Coordinator, Town of Antigonish
Tom Bennet, AREMC
Craig Seaboyer, alt-AREMC
Corey LeBlanc, The Casket
Representatives from Keppoch

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| Dr. Chiasson | Todd Gorman |
| Eric Smith | Andrew Bradshaw |
| Sam Vautour | Coady Spears |
| Greg Stewart | David MacKenzie |

1) Call to Order

The meeting was called to order at 6:04 PM by Warden McCarron.

2) Approval of Agenda

Warden McCarron called for any additions or deletions to the agenda.

Moved by Deputy Mayor Roberts and seconded by Councillor MacInnis that the agenda be approved. Motion Carried.

3) Approval of Minutes

Warden called for any corrections to the minutes of September 20th, 2017. Mrs. Schumacher noted that there was a correction to Mayor Boucher's name on the first page of those minutes.

Moved by Councillor Deveau and seconded by Councillor Chisholm that the minutes of the September 20th, 2017, Joint Council Meeting be approved as amended. Motion Carried.

4) Business Arising from the Minutes

There was no business arising from the minutes.

New Business

5a) Recognition of Service – Tom Bennet, EMO

Warden McCarron and Mayor Boucher presented outgoing Antigonish Regional Emergency Management Coordinator Tom Bennet with a certificate, recognizing his service to the community in this role over the past three years.

5b) Recognition of Award – Craig Seaboyer & the Exercise Handshake Team

Warden McCarron read through the announcement of the Ian MacKinnon Award received by Mr. Seaboyer and the Exercise Handshake team in October. Mr. Seaboyer was congratulated by Warden McCarron, Mayor Boucher, and the Committee.

5c) Keppoch Presentation

Representatives from the Positive Action for Keppoch group were on hand to provide members of the Committee with an overview of the development activities that have taken place at the Keppoch over the past few years, and outlined the work that the group was looking to as part of their Capital Works Plan over the next three seasons. A number of the upgrades are to improve the accessibility of the site, and discussion took place regarding community accessibility in getting to the site, including transit and road conditions.

The presenters noted that they would be preparing formal requests to each of the Municipalities, looking for \$50k/year for 2018 and 2019 from the County, and \$15k/year from the Town for these same years. Discussion followed. The presenters were thanked, and members of the Committee provided their compliments to the hard work done to make the Keppoch what it is now.

5d) Consideration of an Approach to Jointly Funded Organizations and Projects

Mr. Horne introduced a proposal for the Committee to consider using the Joint Council meetings as a forum for hearing funding requests from community groups that provide services to both Town and County. The Heritage Museum, the Senior Safety Coordinator, ACTS, DEANS, the arena, and the VIC are all organizations that often present to Councils as part of their funding request. Offering the opportunity to speak to both Councils at once would consolidate the presenting for the representatives, and facilitate communication and collaboration for the Councils. Staff will follow-up with these groups for the February Joint Council meeting.

5e) Consideration of a New Inter-Municipal Agreement for the Arena

Mr. Scannell reviewed the draft inter-municipal agreement (IMA) provided to the group, outlining where changes had been made as requested by the Committee in August. Discussion was held to clarify topics such as the name used to reference the committee, as well as the representation ratios from the municipalities and the public. A request was made to amend the agreement to include a minimum number of meetings to be held in a year. Consensus was provided to have the IMA reviewed by legal representation once the amendment was made, prior to coming back to the Joint Councils for a vote. Mr. Scannell was thanked for his work on this project.

Motion to Adjourn

At 8:05 PM it was Moved by Deputy Warden Stewart, Seconded by Mayor Boucher that the Joint Council Advisory Committee meeting be adjourned. Motion carried.

Laurie Boucher, Mayor

Owen McCarron, Warden

Jeff Lawrence, CAO, Town of Antigonish

Glenn Horne, Municipal Clerk/Treasurer
County of Antigonish

From: Adam Rodgers [mailto:adam@boudrotrogers.com]
Sent: January 4, 2018 12:03 PM
To: Glenn Horne
Subject: RE: Revised Arena Agreement

Hi Glenn,

I will take a look at the IMA later today. For the wind-up process, here are the steps;

1. The Arena Board must pass a special resolution requesting that the company be wound up (we can draft the resolution), and another resolution that the assets be transferred to the new entity;
2. At the meeting where that is passed, the Board must appoint a 'liquidator' to deal with the assets of the organization. The liquidator need not have particular qualifications, but rather is simply a person that will have the authority to sign off on asset transfers to the new organization. They act under authority granted by the Board, and the Board may (but does not need to) appoint 'inspectors' to supervise the liquidator;
3. The liquidator must apply to the Court to determine how Notice would be given to potential creditors of the organization, and the manner of such Notice. (This would be a simple Chambers application, and I would expect that an ad in the Casket and/or Herald would be required for a few weeks informing the public that the entity is being wound up and inviting claims from creditors.)
4. The liquidator can then sign any transfer document to put the assets into the new organization;
5. Within 60 days of being wound up, the old Board would meet for the last time to review the accounts of the liquidator.

That's it. I would expect that the whole process would take 4-5 months. I saw nothing in the Act preventing the transfer of the Arena assets to the new entity at an early date – so we would not need to wait until the end of that timeframe to effect the transfers.

I will be back in touch with comments on the IMA. If you have questions in the meantime, just let me know.

Adam

**Inter-Municipal Agreement between the Town and County of Antigonish
creating the Antigonish Arena Corporation**

BETWEEN:

The Town of Antigonish (hereafter called TOA)

-and-

The Municipality of the County of Antigonish (hereafter called MOCA)

WHEREAS:

- a. The TOA and MOCA (hereafter collectively “the municipal units” or the “units”) wish to enter into an intermunicipal services agreement pursuant to the Municipal Government Act of Nova Scotia.
- b. The municipal units wish to create a body corporate pursuant to section 60 of the Municipal Government Act for the purposes of managing and operating a recreational facility for the citizens of the Town and county of Antigonish.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and agreement set forth and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby covenant and agree as follows:

1. By this agreement, the Municipal Units created a municipal body corporate pursuant to section 60 of the Municipal Government Act, to be known as the Antigonish Arena Corporation (also referred to as the ‘body corporate’).
2. The effective date of this agreement, which shall also be the incorporation date of the body corporate, is **[date of executing this agreement]**.
3. The powers vested with body corporate, and the Municipal Units in relation to the body corporate, are detailed throughout this agreement.
4. The body corporate shall operate on a not for profit basis.
5. The administration and services of the body corporate shall be carried out as follows:
 - a. **Management Board**
 - i. Four (4) representatives appointed by TOA which shall consist of: (2) non-elected representatives who reside in the Town of Antigonish, and two (2) elected representatives of TOA Council.
 - ii. Four (4) representatives appointed by the MOCA which shall consist of: two (2) non-elected representatives who reside in the County of Antigonish, and two (2) elected representatives of MOCA Council.
 - iii. The term of office for the Board shall be as follows:
 1. Non-elected representatives will be appointed for a three-year term and may be appointed for a second three-year term.
 - a. The initial appointments for non-elected representatives shall be as follows: Each unit shall appoint one non-elected representative for a two-year term, and one non-elected representative for a three-year term.

2. Elected representatives will be appointed for a two year term, and may be reappointed for a second two-year term.
- iv. Appointees to the Board shall serve a maximum of two terms consecutively, but may be reappointed after a single term off the Board.
- v. Board appointments shall be made by the Municipal Units in April in the relevant year.
- vi. The Chief Administrative Officers and the Recreation Directors for each Municipal Unit may attend the Board meetings as non-voting representatives.
- vii. It is acknowledged that the Board may require other parties, stakeholders, or employees of the Units or otherwise, to attend Board meetings for resource purposes, as deemed necessary by the Board.
- viii. The Facility Manager shall attend the Board Meetings as a non-voting representative.

b. Management Board Responsibilities

- i. Rules of Proceedings/Officers
 1. The Management Board (hereafter referred to as the 'Board') shall establish its meeting procedures, Officers of the Board, voting procedures, and policies, which shall at minimum be consistent with the Municipal Government Act of Nova Scotia.
 2. Notwithstanding Article 5(b)(i)(1) above, until such time as the Board is able to establish the above noted procedures and policies, the Mayor/Warden and Chief Administrative Officer/Clerk Treasurer of the municipal units shall conduct the day to day affairs of the municipal body corporate, including but not limited to all documents of a contractual nature, as reasonably required in the interim.
 3. The Board shall, at minimum, meet on a quarterly basis. The Board may establish a regular meeting schedule through policy, and may call special meetings, as required.
 4. All meetings of the Board are to be considered open to the public, unless otherwise required to be closed in accordance with the Municipal Government Act.
- ii. Administration and management of the facility
 1. On behalf of the TOA and MOCA, the Board shall have the exclusive right to manage the facility and property each year in the manner it deems best, provided that it operates within the annual budget and management plans as herein described and approved by the municipal units.
 2. Without limiting the generality of the foregoing, the administration and management by the Board shall include the exclusive authority to make decisions on the management plan, repair, facility upgrades, maintenance, use, and activities.
- iii. Employer
 1. The body corporate shall be considered the employer for the purpose of the administration and management of the property and facility.

2. The body corporate shall establish a policy which details the responsibilities of the Facility Manager.
3. The Board, in conjunction with the Facility Manager and the municipal units, shall establish a Personnel Policy which shall establish the obligations and rights of both the employer and the employee and shall, at minimum, be consistent with the Labour Standards Code of Nova Scotia.

c. Development and Recommendation of Budgets

- i. The fiscal year of the municipal body corporate shall be the same as the fiscal year for the municipal units.
- ii. The Board shall develop an operating and capital budget and a management plan for the same fiscal year. The management plan shall identify the targeted outcomes and service adjustments.
- iii. Both the operating and capital budgets and the associated management plan shall be recommended to the two municipal units for approval. Both municipal units shall be required to approve the operating and capital budgets in order for the operating and capital budgets to take effect. The decision to approve the operating and capital budgets shall be binding on both parties.
- iv. Until such time as the operating budget and management plan are approved by both the TOA and the MOCA, it is agreed that the operating budget for the management board, and each parties' financial contribution thereto, will be limited to the previous year's annual budget.
- v. Until such time as the capital budget is approved by both the TOA and the MOCA, there will be no capital budget from which to use funds for capital items. Pre-approval by both municipal units of capital items prior to budget approval will be required.
- vi. The Board shall have the exclusive right to manage the facility in each year in the manner it deems best provided it operates within the annual budget and management plan as hereinabove described and approved.
- vii. In the event that the Board finds that the body corporate will likely exceed its approved budget as noted above, an additional budget appropriation must be submitted to the two municipal units for approval. For clarity, the Board shall not exceed either its operating or capital budget without the express approval of the municipal units. If an additional appropriation is approved, the municipal units contribution shall be proportionate to their vested interest in the corporation, which shall be deemed to be a respective 50% undivided jointly held interest, unless otherwise determined by the parties.
- viii. The Board shall present the municipal units with an operating budget prior to February 28, and a capital budget prior to January 1 in the fiscal year preceding the fiscal year for which the operating and capital budgets are proposed. A fiscal year shall commence on April 1 and end on March 31 of the following calendar year.
- ix. The basis for each municipal unit's contribution to the operating and capital budgets, respectively, shall be proportionate to their vested interest in the

corporation, which shall be deemed to be a respective 50% undivided jointly held interest, unless otherwise determined by the parties.

d. Debt and Borrowing

- i. Any borrowings of the body corporate shall be guaranteed by the respective municipal units, proportionate to their vested interest in the corporation, which shall be deemed to be a respective 50% undivided jointly held interest unless otherwise determined by the parties.
- ii. Any borrowings and/or entering into debt obligations (including, but not limited to, mortgages) of the body corporate must be approved by the municipal units.

e. Policies and Procedures

- i. The Board shall, from time to time, make such policies and rules of procedure for the efficient operation and management of the Board and the facilities.
- ii. Copies of approved and amended policies shall be provided to the Chief Administrative Officer or Clerk Treasurer of each municipal unit within thirty (30) days of ratification.

f. Best efforts for Economic Self-Sufficiency

- i. The Board shall make best efforts to consider the interests of the citizens of both municipal units, as well as making best efforts to direct the municipal body corporate toward economic self-sufficiency.

g. Submission of Financial Information

- i. The body corporate shall submit annual audited financial statements to the municipal units for review and approval by July of the fiscal year.
- ii. Both TOA and MOCA agree to contribute one annual installment, proportionate to their vested interest in the corporation, which shall be deemed to be a respective 50% undivided jointly held interest unless otherwise determined by the parties, to the body corporate once the operating and capital budgets have been approved by each municipal unit. On a yearly basis, the actual operating and capital expenditures shall be calculated and the final annual funding requirements for the current year shall be determined based on the audited financial statements, with a receivable or payable accrued to each municipal unit as dictated by the audited financial statements.

6. Termination

- a. The municipal units acknowledge and agree that, should either unit wish to terminate this agreement, that the departing unit or units must assume, among other items, their share of existing liabilities and operating deficits.
- b. The municipal units further acknowledge and agree that, should either or both units wish to terminate this agreement, that the departing units will be forfeiting among other items all federal, provincial, and municipal capital contributions.
- c. The municipal units further acknowledge and agree that should either (but not both) units wish to terminate this agreement, that the departing unit will not receive any assets upon termination.
- d. The municipal units further acknowledge and agree that should either (but not both) units wish to terminate this agreement, that the departing unit may be liable for future contributions toward the facility. Any such future contributions shall be ultimately

determined by a competent mediator or arbitrator appointed by the municipal units. Should the units not be able to agree upon a competent mediator and/or arbitrator, then the provisions of the *Arbitration Act* of Nova Scotia shall apply.

- e. The municipal units further acknowledge and agree that should either units wish to terminate this agreement, a minimum for 365 days notice, delivered to the clerk of the other units in writing is required.
 - f. Notwithstanding any provisions contained herein to the contrary, the departing unit or units shall execute all subsequent instruments, deed, documents of transfer of title, or any other document or legal thing necessary to effect the intended termination and/or dissolution of this agreement.
7. Any dispute or difference among the parties hereto in respect of the interpretation this agreement shall be resolved in good faith. If a resolution is unable to be reached, any dispute or difference among the parties shall be addressed through mediation, and, failing that, shall be determined by arbitration, by a single arbitrator, or by failing agreement upon a single arbitrator, in accordance with the provision of the *Arbitration Act* of Nova Scotia.
8. This agreement may be amended from time to time by written agreement of all the parties.