



COMMITTEE OF THE WHOLE AGENDA
Tuesday, February 2nd, 2016 @ 5:30 pm
Municipal Administration Centre

- 1) Call to Order – Chairman, Warden Russell Boucher
- 2) Approval of agenda
- 3) Approval of January 19th, 2016 Committee of the Whole Minutes
- 4) Business Arising from the Minutes
- 5) Contract Negotiations – *In-Camera*
- 6) RCMP Monthly Report
- 7) Report on Capped Assessments and Implications on Tax Revenue
- 8) Awarding RFP For Municipal Vignettes
- 9) Amendment of Keppoch Lease re: Insurance Coverage
- 10) Awarding of a Tender – Water Meters and Meter Reading System
- 11) Municipal Property Identification Signage
- 12) Intermunicipal Agreement Renewal
- 13) Consideration of Community Partnership Grants Policy
- 14) Consideration of Council Business Expense and Conference Policy
- 15) Adjournment



MUNICIPALITY OF THE COUNTY OF ANTIGONISH

TO: MUNICIPAL COUNCIL
FROM: GLENN HORNE, MUNICIPAL CLERK TREASURER
SUBJECT: ***COMMITTEE OF THE WHOLE MEMO***
DATE: FEBRUARY 2, 2016

CONTRACT NEGOTIATIONS (In-Camera)

This subject matter falls within Section 22(2) of the Municipal Government Act as a matter that a committee may discuss in a closed session. It is recommended a motion be made to initiate an in-camera session. Materials will follow.

RCMP MONTHLY REPORT (For Information)

Please see attached the RCMP Monthly Report for December 2015.

Report on Capped Assessments and Implications on Tax Revenue (For Information)

Please see the table below for a breakdown of 2016/17 assessments for the Municipality. As outlined, this reflects a + 2.32% change in residential and + 1.10% change in commercial assessments from 2015/16. Please note that appeals to assessments may cause some variability in these numbers.

This represents the lowest growth rates the Municipality has experienced in the past decade. However, we are still experiencing growth, were most municipalities are experiencing decreases in either or both residential and commercial taxable assessments.

This change will result in the following additional revenues (approx.) for the Municipality from the previous fiscal year, based on retaining our existing tax rates:

- Additional residential tax revenue = **\$179,043.04**
- Additional commercial tax revenue = **\$13,627.64**
- Additional resource tax revenue = **\$10,181.60**



**The Municipality of the County of Antigonish
PVSC Capped Assessment:**

Description:	2016	2015	Change (+/-)	%
Residential Taxable	898,856,600	878,510,800	20,345,800	2.32%
Commercial Taxable	85,829,900	84,896,500	933,400	1.10%
Resource Taxable	70,067,800	68,910,800	1,157,000	1.68%
Residential Exempt	3,886,800	3,764,000	122,800	3.26%
Comercial Exempt	108,727,500	108,902,600	- 175,100	0.16%
Resource Exempt	7,004,200	7,012,400	- 8,200	0.12%
Non Profit LD	1,197,100	1,190,900	6,200	0.52%
Resource Farm Exempt	24,900,400	25,011,000	- 110,600	0.44%
Commercial Forest Exempt	2,955,800	2,955,800	-	0.00%
Resource Forest	54,535,100	54,932,500	- 397,400	0.72%
Provincial Farm Exempt	49,700	49,700	-	0.00%
Federal Forest Exempt	23,800	23,800	-	0.00%
Provincial Forest Exempt	22,624,600	22,599,100	25,500	0.11%
Overall Total	1,280,659,300	1,258,759,900	# 21,899,400	1.74%

AWARDING RFP FOR MUNICIPAL VIGNETTES (For Decision)

Please see information in memo attached.

AMENDMENT OF KEPPOCH LEASE CLAUSE (For Decision)

Since October 2015 I have been in conversations with Positive Action for Keppoch (PAK). As you know, the Municipality owns Keppoch Mountain and leases it to the Positive Action for Keppoch group (lease attached). It recently came to the attention of the group that they cannot insure the lodge because they are not the owners. It states in the PAK lease that they are to hold insurance over the property and building(s) (Section 6.8).



After discussions with PAK we thought it the best compromise that the Municipality hold the insurance for the building and invoice the PAK for the cost. Attached is a draft amending clause for the lease agreement regarding insurance and claims in the event of a loss, drafted by County Solicitor Adam Rodgers:

5.4 – Property Insurance

The lessor shall maintain property insurance for the Leased Premises in an amount sufficient to reconstruct the Leased Premises. The lessee shall promptly upon demand reimburse the lessor for all costs and expenses incurred and amounts expended for premiums or otherwise in connection with maintaining such insurance, and all amounts so incurred or expended may be recovered by the lessor from the lessee.

The lessor will hold any insurance proceeds in trust for the lessee, pending transfer of said proceeds to the lessee for the purpose of reconstruction of the Leased Premises, in accordance with the terms of this lease, including but not limited to Articles 2.1, 5.3, 6.3, and 6.5.

Adding a clause for insurance to be in the name of the Municipality but paid by the Society conforms with the spirit of the original lease. I have received confirmation from Dr. John Chaisson, Chair of PAK, that this language meets the organization's needs.

Staff is recommending that Council approve this amendment. If approved, the lease will need to be re-signed, as there is a clause in the agreement that says that it is the entire agreement. The dates do not need to be extended.

Awarding of a Tender – Water Meters and Meter Reading System (For Decision)

Recommendation will be provided at the meeting.

MUNICIPAL PROPERTY IDENTIFICATION SIGNAGE (For Decision)

Please see information in memo attached.

INTERMUNICIPAL AGREEMENT RENEWAL (For Decision)

In 2011, nine municipal units signed an inter-municipal agreement and created the Diamond Municipal Solutions Corporation. The Corporation's objective is the provision of inter-municipal computer services including the funding, operations, and relations with the nine municipal units. The agreement has been in force for the past five years and is up for renewal commencing on April 1, 2016. The Intermunicipal Agreement has been instrumental in implementing and maintenance of the municipal software solution for the nine units.



Staff is recommending that Council approve The County's continued participation in this group and allow a designated signing authority from the County sign on for another five year term with the group.

CONSIDERATION OF COMMUNITY PARTNERSHIP GRANTS POLICY (For Decision)

The draft policy attempts to merge the recreation grants with the municipal grants to make for a more concise policy and application process. Under the draft Policy there are 5 categories of grants that groups can apply for. Development, Operating and Capital Grants can be applied for prior to budget time each year by filling out the application form attached. Recreation, Sport & Culture as well as Leadership Grants can be applied for on an ongoing basis throughout the year by filling out the application for specific to Travel Assistance which is also attached.

The major change from the previous policies is that under the new policy the recreation grants would be applied for in March as opposed to June. Changes to the grant policies can be seen in the summary table provided.

Please see the attached draft policy for consideration. Staff is recommending that Council approve this policy.

Consideration of Council Business Expense and Conference Policy (For Decision)

Draft policy will be sent out prior to Tuesday's meeting.

Staff is recommending that Council approve this policy.

COMMITTEE OF THE WHOLE MEETING

A Committee of the Whole Meeting was held Tuesday, January 19th, 2016 at 5:30pm in the Council Chambers of the Municipal Administrative Centre, 285 Beech Hill Road, Antigonish NS.

Present were: Deputy Warden Owen McCarron
Councillor Mary MacLellan
Councillor Pierre Boucher
Councillor Angus Bowie
Councillor Rémi Deveau
Councillor Vaughan Chisholm
Councillor Bill MacFarlane
Councillor Donnie MacDonald
Councillor Hugh Stewart
Glenn Horne, Municipal Clerk/Treasurer
Shirlyn Donovan, Interim Deputy Clerk
Marlene Melanson, Recreation Director
John Bain, Director, Eastern District Planning Commission

Regrets: Warden Russell Boucher

The meeting of the Committee of the Whole was called to order by the Chair, Deputy Warden McCarron at 5:43pm.

APPROVAL OF AGENDA

The following items were added to the agenda:

- Discussion of proposed amendments to the Subdivision By-law
- Delete agenda items 14 & 17
- Pomquet & Area Community Centre
- Letter of Support for walking trail in Bayfield
- Personnel Matters – In-Camera

Moved by Councillor MacDonald and seconded by Councillor Stewart that the agenda be approved as amended. Motion carried.

APPROVAL OF MINUTES

Moved by Councillor MacLellan and seconded by Councillor Deveau that the Committee of the Whole minutes for December 17th, 2015, be approved as presented. Motion carried.

BUSINESS ARISING FROM THE MINUTES

There was no business arising from the minutes.

DISCUSSION OF PROPOSED AMENDMENTS TO THE SUBDIVISION BYLAW

The proposed amendments with respect to private roads and private lanes serve two primary functions. First they explicitly clarify the manner in which the *Subdivision By-law* should be interpreted with respect to "Private Lanes". While staff were interpreting the by-law such that all exemptions and requirements apply equally to a private lane in the same manner as it would to a private road the amendments make this explicit. Secondly they waive the "design" requirement for private lanes and private roads serving six or fewer lots so long as the access to the lots being created is a "bona fide access". This would replace the design requirement presently in place for six lot private roads or private lanes even if they are not constructed.

The amending pages also add standard lot provisions from the Provincial Subdivision regulations with respect to the creation of lots which do not require an on-site sewage system. Examples include lots created for cell phone towers, fishing sheds, monuments and cairns, etc.

The amending pages also add provisions allowing for the subdivision of a landlocked parcel into two lots only where it would not be possible now because it would be necessary for the right of way to cross a railway right-of-way and as well add the provision for a private road or lane to cross an unmaintained provincial road.

Councillor MacDonald asked who is going to police the private land/private road standard. Mr. Bain said the plan would be stamped If they come in later to develop a seventh lot then they would have to design and construct a road to standard.

REVIEW OF COMMUNITY PARTNERSHIP GRANTS POLICY DRAFT

The draft policy attempts to merge the recreation grants with the municipal grants to make for a more concise policy and application process. Under the draft Policy there are 5 categories of grants that groups can apply for. Development, Operating and Capital Grants can be applied for prior to budget time each year by filling out the application form attached. Recreation, Sport & Culture as well as Leadership Grants can be applied for on an ongoing basis throughout the year by filling out the application for specific to Travel Assistance which is also attached.

One major change from the previous policies is that under the new policy the recreation grants would be applied for in March as opposed to June.

Councillor Deveau asked about the 2 week criteria in the travel assistance grants. Some teams or organizations may not know 2 weeks in advance if they have qualified for a provincial tournament. Staff will take the Policy back for approval based on the changes discussed.

ACTIVE TRANSPORTATION STATUS UPDATE

Ms. Melanson provided a status update on Active Transportation. She will be coming back to Council in the near future to discuss the AT plan. She would like Council to review the plan in advance of that meeting.

Ms. Melanson requested Municipal Council to send a letter to the Minister of the Department of Health and Wellness expressing their support for the draft Active Transportation (AT) Policy

Framework and a desire to be part of the consultation process when the Province begins implementation.

Moved by Councillor MacDonald and seconded by Councillor Deveau that Municipal Council send a letter expressing support for the draft Active Transportation Policy Framework to the Minister of the Department of Health and Wellness. Motion carried.

STRAIT OF CANSO PORT GOVERNANCE

At a recent meeting of the Strait Area Mayors & Wardens it was requested that members seek from their respective councils a position of the proposal for Port Governance by Mayor Billy Joe MacLean.

All duties are currently collected by the Federal Government and are not reinvested in any way in the Strait of Canso. There are four different ports that are independently managed. It is seen as a gap that there is no overall Port Governance. They are looking to initiate a process to identify a governance model.

Mr. Horne would like Council to discuss the makeup of a committee that would be tasked with the development of an RFP to get a consultant to assist with the development of a recommendation for governance of the port.

Mr. Horne said if Municipal Council is interested in moving forward to see what forms of governance models exist he can arrange a presentation from the proponent.

Municipal Council decided to table this subject until a future meeting. Mr. Horne will try to arrange a presentation in the meantime.

REVIEW OF COUNCIL EXPENSES & DISCUSSION OF POLICY AMENDMENTS

An application under the Freedom of Information section of the MGA was received for all expense claims for councillors and the CAO in 2014 and 2015. Staff have completed this request and will be forwarding the requested records to the proponent on Wednesday, January 20, 2016. This request presents Municipal Council with an opportunity to discuss and consider amendments to the Municipality's existing expense policies.

Mr. Horne updated Municipal Council on the Expense Policy currently being developed by Patrick Hartling. Mr. Horne went over amendments to the Expense Policy which will be brought forth in the near future. The major changes will be that no alcohol will be purchased with public funds and there will be no spousal reimbursement for meals or travel.

CONSIDERATION OF A ROUTINE ACCESS POLICY

A draft Routine Access Policy was circulated and Municipal Council was asked to provide feedback to populate Appendix A which would outline what records would be attainable through a Routine Access request rather than the formal FOIPOP process.

Mr. Horne recommended that Council and Clerk Treasurer expenses should be posted.

ELECTRONIC TRAFFIC SPEED SIGNS

The Municipality has obtained estimates for driver feedback signs / electronic speed signs. The costs outlining two different sizes are as follows:

- 15" with a Solar panel option; approx \$5000 + HST;
- 9" with a Solar panel option; approx \$4400 + HST; and

Additionally a 9" sign with Battery and AC is approximately \$3500 + HST. There are additional variables that can significantly change the price both ways. We understand that the Town of Antigonish and RCMP are both exploring these signs in their upcoming budgets. If Council would like to proceed further it is recommended we do so in concert with these parties and potentially TIR.

There is interest from both the RCMP and the Town to purchase traffic speed signs.

Staff will consult with RCMP and TIR and bring back more information to Council.

STREET IMPROVEMENTS – MOUNT CAMERON AND APPLESEED DRIVE

As per the Municipality's Capital Investment Plan, street improvements for Appleseed Drive and Harbour View Drive have been approved. If these projects are to be initiated the Street Improvements By-Law requires a letter to be sent to all residents to determine that two thirds are supportive and willing to contribute 1/3 of the project costs

Staff are seeking authorization from Council to move forward with this project by contacting the residents via letter.

Moved by Councillor MacDonald and seconded by Councillor MacFarlane that Municipal Council move forward with the street improvements on Mount Cameron and Appleseed Drive. Motion carried.

STREET LIGHT – SOUTH ROVER ROAD

Councillor MacFarlane has a request for a streetlight on South River Road. There is currently a street light attached to a pump station but residents would like it moved to a nearby pole so it will be higher and allow for more visibility. Mr. Horne said he would look into the request.

STRAIT REGIONAL SCHOOL BOARD UPDATE

The Strait Regional School Board is planning a review of student transportation and boundaries for the Dr. J.H. Gillis High feeder system of schools. The school board will host 3 public meetings. No further information is available at this time.

Superintendent Ford Rice had offered to speak to Municipal Council on the Boundary Review. Staff will set up this presentation.

STAFF REPORT

Mr. Horne reviewed the staff report which was included in the agenda package. He highlighted the following:

Water Meter Tender - has been extended by 2 weeks until January 28th.

Capital Investment Strategy – Staff have begun work on the development of financial policies (Capital Investment, Reserve Account & Expenditure) that taken together will form the basis of a Capital Investment Strategy. These policies reflect best practice established by the Municipal Finance Corporation and other municipalities across the province. This package of policies will be before Municipal Council in February. Once the policy package has been approved work will begin on a capital budget for the 2016/17 fiscal year to be approved with the operating budget.

2016/17 Operating Budget – Staff have begun preparation of Departmental Work Plans, the operating budget and capital budget for the 2016/17 fiscal year. Budget deliberations are tentatively scheduled for Tuesday, May 3, and Tuesday, May 10, 2016. Final budget approval is scheduled for Tuesday, May 17, 2016.

Town Sewer Treatment Plant Desludging – Work was completed at the end of November 2015. The project came in under budget with a cost savings of about \$13,667.

POMQUET AND AREA CULTURAL RECREATION AND DEVELOPMENT ASSOCIATION

Councillor Deveau updated Council that the Pomquet and Area Cultural, Recreation and Development Association is in the process of fundraising for a new community centre. They have raised over \$500,000 to date.

A number of years ago, Municipal Council committed \$50,000 for a seniors housing project in the Pomquet area. That project is not going ahead as planned so they are looking for Council to commit \$50,000 to the community centre.

Deputy Warden McCarron suggested the group come in and present to Municipal Council.

LETTER OF SUPPORT FOR WALKING TRAIL IN BAYFIELD

Councillor Bowie requested a letter be sent in support of a walking trail in Bayfield.

Moved by Councillor MacLellan and seconded by Councillor Deveau that Municipal Council send a letter in support of a walking trail in Bayfield. Motion carried.

PERSONNEL MATTER

Moved by Councillor MacDonald and seconded by Councillor Stewart that the Committee of the Whole Meeting be adjourned to an In-Camera Session to discuss a personnel matter. Motion carried.

Moved by Councillor Stewart and seconded by Councillor Chisholm that Municipal Council approve the appointment of Linda Arsenault as Returning Officer for the 2016 Municipal Election. Motion carried.

Moved by Councillor Deveau and seconded by Councillor MacDonald that the that the In-Camera session be adjourned. Motion carried.

ADJOURNMENT

Moved by Councillor Deveau and seconded by Councillor MacLellan that the Committee of the Whole meeting be adjourned at 7:34pm. Motion carried.

The reconvened Committee of the Whole Meeting was called to order at 8:23pm.

CONTRACT NEGOTIATIONS & PERSONNEL MATTERS

Moved by Councillor Deveau and seconded by Councillor MacLellan that the Committee of the Whole Meeting be adjourned to an In-Camera Session to discuss contract negotiations and personnel matters. Motion carried.

Moved by Councillor Stewart and seconded by Councillor Boucher that the In-Camera session be adjourned at 8:39pm. Motion carried.

ADJOURNMENT

Moved by Councillor MacLellan and seconded by Councillor MacDonald that the Committee of the Whole meeting be adjourned at 8:39pm. Motion carried.

Warden Russell Boucher

Glenn Horne, Municipal Clerk/Treasurer

Antigonish RCMP Monthly Report – 2015/12/01 TO 2015/12/31

Submitted by S/Sgt. Holly Glassford – 2015/01/18

Occurrence and Crime Reporting

Type of File	Town	County	Paqtnkek	Totals
Crime against Person	25	12	5	42
Crime against Property	47	14	4	65
Traffic	49	45	2	96
Checkpoints	6	4	3	13
911 Act-Offences Only	13	7	1	21
Other Municipal/Provincial	35	21	0	56
Other Criminal Code	43	14	4	61
Total Calls for Service	218	117	19	354

RCMP Eastern Traffic Services Reporting Highlights:

No report available at this time

Community Policing/School Resource Officer Initiatives

- Cst. MacPherson presented to East Antigonish Gr. 12 law class – Topics: impaired driving (drugs and alcohol), Motor Vehicle Act, Liquor Act and he also completed Cyber Safety presentations to Grade 7/8 at St. Andrew's School and at Paqtnkek Health Centre
- Hybrid Hub – 3 referrals for youth who are not going through court process kept Cst. MacPherson this month working in partnership with Schools Plus program
- RCMP Carolling – a group of members, families, Crime Prevention Committee, and Crimestoppers met and sang carols at 2 Senior's homes and downtown Antigonish
- MADD Education Checkpoint set up in Monastery
- Cst. MacPherson met with the 'Kids First' group in Maryvale. RCMP stickers and tattoos were handed out.

Upcoming Events

- Jan. 31st – Hockey game fundraiser for Antigonish Skating Club and Crimestoppers - RCMP vs. Dr. John Gillis Regional Royals

- RCMP recruiting sessions – St. FX and Paqtnkek – end of January. We will set up the PARE (physical abilities test) for anyone interested.

Resources

- Corporal position is going through hiring process.
- Sergeant position will not be staffed until April. Cpl. Fear is acting in the position currently.
- Cst. Deepak Prasad has recently transferred into Antigonish from Port Hawkesbury

MUNICIPALITY OF THE COUNTY OF
ANTIGONISH

TO: COUNCIL
FROM: TAMMY FELTMATE.
SUBJECT: ***MUNICIPAL AWARENESS PROJECT – MUNICIPAL VIGNETTES***
DATE: JANUARY 29, 2016

BACKGROUND & STATEMENT OF PURPOSE

The intent of the vignettes is to demonstrate through stories the role of local government in the Municipality of the County of Antigonish. The vignettes will connect role(s), responsibilities, and service delivery with governance, civil society and community. The intent is to inspire civil engagement, educate on the role and reality of municipal government, and provide transparency on how decisions are made and actions are prioritized within the current structure.

Through interviews with community, elected officials, and staff of the municipality story lines will be developed around key areas of municipal responsibility. These areas of focus may include: water/ waste water, recreation, public works, solid waste management, land use planning, taxation & administration.

SCOPE OF WORK

The footage is to be shot entirely on location in Antigonish County. The filmmaker is responsible for all creative and technical aspect of the project to include but not limited to interviewing, filming, editing, sound recording, and providing all necessary equipment, while working with Municipal staff.

Deliverables include: Five vignettes-3-3.5 minutes each in both high and low resolution format to be completed by April/ May 2016. Four of the vignettes will explore various aspects local government and the fifth will be a compilation/ overview of all

SUMMARY OF SUBMISSIONS

The closing date was Friday, January 8th 2016 at 4:00pm; at closing 18 submissions were received. A staff review committee has been meeting regularly to discuss submissions and make recommendation.

RECCOMENDATION

To be made available on Tuesday February 2nd, 2016.

This Lease Agreement made this 23rd day of March, 2010

Between:

MUNICIPALITY OF THE COUNTY OF ANTIGONISH
(hereinafter called the "Lessor")

OF THE ONE PART

- and -

POSITIVE ACTION FOR THE KEPPOCH SOCIETY
(hereinafter called the "Lessee")

OF THE OTHER PART

WITNESSETH that the parties hereto agree as follows:

DEFINITIONS

1.0 In this Lease, unless the context otherwise requires, the following words shall have the following meanings:

1.1 "Leased Premises" means all those certain premises consisting of the land and structures located at Keppoch, Antigonish County Nova Scotia which is more particularly described in Schedule "A" attached hereto;

1.2 "Initial Term" means a term of twenty-five (25) years commencing on or about the day of March, 2010 and terminating on the day of February 2035;

1.3 "Renewal Term" means a term of years commencing on the expiry of the Initial Term or any further renewal under clause 3;

1.4 "Term" means the Initial Term and the Renewal Term, if any; and

1.5 "Permitted Use" means those uses described in clause 2.1 hereof.

LEASE

2.0 In consideration of the rents reserved and the covenants and agreements herein contained on the part of the Lessee to be paid, observed and performed, the Lessor hereby, subject to clause 2.1 hereof, leases to the Lessee, the Leased Premises for the Term.

2.1 The Leased Premises shall be used solely for the purpose of operating a ski-hill or recreation facility which are open to the public or such other use as the Lessor may, in writing, approve. In the event that the Leased Premises cease to be used for such purposes this lease shall thereupon terminate and the Lessee shall surrender possession.

RENEWAL

3.0 Provided that the Lessee is not in default under any of the terms or conditions of this Lease, the

Lessee may, subject to approval by the Lessor, request a renewal term of this lease, exercisable on giving thirty (30) days written notice prior to the expiry of the Initial Term, on the same terms and conditions herein contained, the length of the renewal term being agreed upon by the parties. At the expiry of a renewal term the Lessee may seek further renewal subject to the provisions of this clause.

NET LEASE

4.0 It is the intention of the parties and this Lease that all expenses, costs, payments and outgoings of every nature and kind relating to or in respect of the Leased Premises will be the responsibility of and shall be borne by the Lessee and the Lessee therefore agrees to pay, all amounts of such expenses, costs, payments and outgoings during the Term except as may otherwise be expressly stipulated herein to the contrary.

LESSOR'S COVENANTS

5.0 The Lessor hereby covenants and agrees with the Lessee:

5.1 That so long as the Lessee shall pay the rent and perform the covenants herein contained to be observed, performed and kept by the Lessee, the Lessee shall, subject to all the terms and condition hereof, until the termination of this Lease, be entitled to peaceably hold the Leased Premises without any interference from the Lessor

5.2 In the event that the Leased Premises are not exempt from taxation under the *Assessment Act* or other legislation, to use its best efforts to cause the premises to be exempted by by-law pursuant to subsection 71 of the *Municipal Government Act* or such other legislation as may authorize such exemption by the Lessor.

5.3 That the Lessee shall have the right, with the written consent of the Lessor, to remove or make repairs to any structure on the Leased Premises, or to make additions or alterations to the Leased Premises, all at the Lessee's own expense, which consent may be withheld in the sole discretion of the Lessor, and the expense of any such work shall not in any event be recoverable from the Lessor.

LESSEE'S COVENANTS

6.0 The Lessee hereby covenants and agrees with the Lessor as follows:

6.1 Rent

To pay annual rent of One Dollar and all other sums which under any provision of this Lease may be chargeable against or payable by the Lessee to the Lessor at such place as the Lessor may from time to time designate promptly without prior demand therefor and without any deduction, set off or abatement whatsoever.

6.2 Taxes

To pay as and when they fall due all taxes, rates and charges charged, assessed or levied in respect of the Leased Premises as real property taxes or otherwise, in respect of any business or other activity carried on upon or in connection with the Leased Premises, or in respect of the Lessee's fixtures and equipment located on the Leased Premises. In the event that the Lessee fails

to pay any such amount within 30 days of being invoiced for the same, the Lessor shall be at liberty to cancel this lease on giving written notice to the Lessee and the Leased Premises shall thereupon be surrendered to the Lessor. The Lessee further covenants and agrees to indemnify and reimburse the Lessor upon demand, for any such taxes, rates or charges which may be assessed to the Lessor..

6.3 Use

6.3.1 To use the Leased Premises only for the Permitted Use and not to carry on or permit to be carried on therein any trade, business or other activity.

6.3.2 That the Lessee will not permit anything to be done or kept on the Leased Premises which shall in the opinion of the Lessor or at law be a nuisance or disturbance, or which shall cause excessive noise or contrary to any law or statute or any by-law, rule or ordinance of any governmental authority having jurisdiction, or by reason of which the insurance on the Leased Premises shall be made void or voidable or increased in cost.

6.4 Non-profit Status

6.4.1 To maintain its status as a non-profit organization engaged in activities beneficial to the community.

6.4.2 That the Lessee shall, annually, provide the Lessor with true copies of its financial statements and, at the request of the Lessor, provide access to its financial books and records.

6.5 Maintenance

6.5.1 To maintain the Leased Premises and appurtenances (including, without limitation, the interior finishes, flooring, fixtures and paint in good and substantial repair, (reasonable wear and tear and damage by fire, lightning or other insured perils, or act of God only excepted) with the understanding that the Lessor shall not be responsible for any maintenance, repairs, or replacements to the Leased Premises.

6.5.2 That it shall be lawful for the Lessor, its servants and agents at all reasonable times upon notice to the Lessee to enter the Leased Premises to view the state of repair thereof; and if upon such examination the Lessor should find that the Leased Premises are not in good condition and repair in any respect, the Lessee agrees that upon receipt of written notice of the same, the Lessee will make such repairs and replacements as the Lessor may reasonably require within thirty (30) days thereafter (except such repairs or replacements which, with all due diligence, would require a longer period, then within such longer period) and, if the Lessee should fail or neglect to repair or make replacements as reasonably required by the Lessor within the time specified, the Lessor, its servants and agents, may enter the Leased Premises and at the Lessee's expense, perform and carry out such repairs and replacements, and the Lessor in so doing shall not be liable for any inconvenience, disturbance, loss of business or other damage resulting therefrom, and all payments and costs incurred by the Lessor thereby shall be recoverable by the Lessor from the Lessee.

6.5.3 That the Lessee shall at all times during the currency of this lease, at its sole cost and expense keep all buildings heated to a reasonable degree and to such a temperature as to prevent damage to any such building, including all mains, pipes, wires and conduits forming part thereof or appertaining thereto. In the event that damage is caused to a building as a result of the Lessee's breach of this covenant, the Lessee shall, at its own expense, cause the same to be repaired within 15 days of the occurrence of such damage (except such repairs which, with all due diligence, would require a longer period, then within such longer period) and, if the Lessee should fail or neglect to repair such damage within the time specified, the Lessor, its servants and agents, may effect the same at the Lessee's expense, and the Lessor in so doing shall not be liable for any inconvenience, disturbance, loss of business or other damage resulting therefrom, and all payments and costs incurred by the Lessor thereby shall be recoverable by the Lessor from the Lessee.

6.6 Utilities

6.6.1 That the Lessee will promptly and directly pay all charges for all utilities and services provided to the Leased Premises and for all work and materials provided by any person, corporation or agency in connection with such utilities and services. The Lessor will not be liable to the Lessee in damages for any interruption or failure in the supply of utilities or services to the Leased Premises unless caused by the negligence of the Lessor or another person for whose negligence the Lessor is responsible in law.

6.7 Assignment of Lease

6.7.1 That the Lessee will not assign or sublet the Leased Premises or any part thereof without the express written consent of the Lessor which consent may be withheld by the Lessor in its sole discretion. The Lessee shall further not permit the use of the Leased Premises by any other person or entity without the written consent of the Lessor.

6.7.2 That the Lessee will not permit, nor cause anything to be done to the Leased Premises which would allow any lien, lis pendens, judgement or certificate of any Court to remain on title of the Leased Premises. It shall further not permit, without the express written consent of the Lessor, any mortgage, charge or encumbrance of any nature whatsoever to be imposed upon or to remain upon the Leased Premises. In the event of the registration of any such lien or encumbrance without the consent of the Lessor, the Lessee shall at its own expense immediately cause the same to be discharged. If the lien or encumbrance is not discharged within three days after notice is given by the Lessor, the Lessor may discharge such lien or encumbrance and recover, all amounts expended (including legal costs on a solicitor and client basis) from the Lessee in obtaining such discharge.

6.8 Insurance

6.8.1 To indemnify and save harmless the Lessor and its officers, employees and agents from all liabilities, fines, suits, claims, demands and actions, of any kind and nature for which the Lessor or its officers, employees or agents shall or may become liable or suffer by reason of any breach,

violation or nonperformance by the Lessee of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Lessee or any of its servants, employees, agents, invitees or licensees whatsoever. Such indemnification in respect of any such breach, violation or nonperformance, damage to property, injury or death, occurring during the Term of this Lease shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.

6.8.2 That the Lessee shall, at its sole cost and expense, maintain general public liability insurance in an amount and kind satisfactory to the Lessee (but in any event not less than \$2,000,000.00 per person per occurrence) against all claims for personal injury, death or property damage occurring in, on, or about the Leased Premises and insure that such insurance remains in effect and that nothing is done by the Lessee to affect the validity of that insurance. Upon the request of the Lessor, the Lessee shall provide evidence of insurance coverage satisfactory to the Lessor. Alternatively, the Lessor shall be permitted, but not obligated, at its option to maintain general public liability insurance in the event of which the Lessee shall promptly upon demand reimburse the Lessor for all costs and expenses incurred and amounts expended for premiums or otherwise in connection with maintaining such insurance and all amounts so incurred or expended may be recovered by the Lessor from the Lessee.

6.8.3 That neither the Lessor nor its agents shall be liable for any injury or damage to persons or property resulting from building subsidence, falling plaster, damage from steam, gas, fire, electricity, water, rain or snow or for any injury or damage resulting from the condition of the Leased Premises, including, without limitation, the heating, air conditioning, electrical, or plumbing systems therein, or from dampness or from any other cause whatsoever, other than for such injury or damage which shall result from the wilful action of the Lessor. In no event will the Lessor be liable for any consequential or indirect damages suffered by the Lessee.

6.9 Condition of Premises

6.9.1 To maintain the Leased Premises throughout the Term in good condition and repair and in a clean and sanitary condition and to surrender the Leased Premises upon the termination of this Lease in a clean and sanitary condition and in good repair, and in substantially the same condition as at the commencement of this Lease, reasonable wear and tear and damage by fire, lightning or other insured peril or act of God only excepted.

6.9.2 To observe and comply with the provisions and requirements of every law, by-law, statute, regulation and order applicable to the Leased Premises or the activities carried on therein by the Lessee.

Expropriation

6.10 The Lessee further covenants and agrees not to request or otherwise seek to cause the Lessor to expropriate any lands of other property rights for the purpose of its operations or undertaking.

DAMAGE OR DESTRUCTION

7.0 The parties agree that:

7.1 If during the Term, the Leased Premises shall be damaged or destroyed by fire, or other casualty insured against pursuant to the insurance maintained on the premises, the Lessee shall cause the damage to be repaired or any structures to be rebuilt. In the event that the repairs or reconstruction are not completed within 180 days of the date of the damage or destruction, the lease shall, at the option of the Lessor, be terminated and the Lessor may at any time thereafter re-enter the premises and remove all persons and property therefrom, and the Lessee shall be responsible for the expenses of removing all damaged or destroyed property, or the expenses of completing any repairs.

MUTUAL COVENANTS

8.0 It is mutually agreed between the parties hereto as follows:

8.1 That if the Lessee shall during the term of the Lease affix any fixture to the Leased Premises then such fixture shall belong to and be removable by the Lessee at any time during the Term, provided that the Lessee shall make good all damage to the Leased Premises by reason of such removal, and shall restore the Leased Premises to their original condition.

8.2 That any notices required to be served hereunder shall be sufficiently served if sent by prepaid registered mail to the Lessor at 285 Beech Hill Road, Antigonish County, N.S. B2G 2L4 or such other address as the Lessor may from time to time designate in writing and to the Lessee at

or such other address as the Lessee may from time to time designate in writing. Any notice or document sent by prepaid registered mail shall be deemed to have been received forty-eight (48) hours following the date of mailing.

8.3 That the Lessee shall not install a sign or signs on the Leased Premises unless all plans and specifications of any proposed sign or signs are submitted to and approved by the Lessor, acting reasonably.

8.4 That the Lessor may grant easements, rights-of-way, licenses and similar rights to public utilities and governmental agencies for the purpose of allowing for the provision of electrical power, telephone, water and other utility and municipal services to the Leased Premises and for the installation of wires, metres, conduits, pipes and other equipment, apparatus and facilities in connection therewith and it is agreed that any such easements, rights-of-way, licenses and other rights as may be granted by the Lessor shall have priority to the interest of the Lessee under this Lease.

DEFAULT OF LESSEE

9.0 The Lessor shall have the right at any time to remedy or attempt to remedy any default of the Lessee hereunder, and in so doing to make any payments due or alleged to be due by the Lessee to a third party

and may enter upon the Leased Premises to do any work or repairs for which the Lessee is responsible under this Lease and in such event all expenses of the Lessor in remedying or attempting to remedy such default shall be recoverable by the Lessor from the Lessee.

9.1 That notwithstanding anything else herein contained, this Lease shall, if the Lessor shall so decide, forthwith cease and determine and the Lessor may re-enter upon the Leased Premises in the event of the following:

- (i) if rent, taxes, charges, rates or any other amount payable by the Lessee is not paid when due, or as required under this Lease;
- (ii) if the Lessee shall not observe, perform and keep all and every one of the covenants, agreements, provisions, stipulations and conditions herein contained to be observed, performed and kept by the Lessee;
- (iii) if the Lessee becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors; or
- (iv) if the Permitted Use provided herein is not carried on at the Leased Premises for a continuous period of 12 months.

9.2 If the Lessor shall re-enter or if this Lease shall be terminated, rent and all additional costs and expenses provided for in this Lease shall immediately become due and payable together with the reasonable expenses of the Lessor in re-entering and taking possession of the Leased Premises, and in effecting any repairs which are the Lessee's responsibility under this Lease or which are otherwise required to put the Leased Premises in the same condition as at the commencement of this Lease.

9.3 Whenever the Lessor becomes entitled to re-enter upon the Leased Premises, the Lessor, in addition to all other rights it may have, shall have the right to seize and take possession of any equipment, furniture or other property of any nature whatsoever situate on the Leased Premises and to sell the same at public or private sale without notice and to apply the proceeds thereof upon account of any amount due or to become due under this Lease and the Lessee shall be liable to the Lessor for the deficiency, if any, and the Lessee hereby waives and renounces the benefit of any present or future Act in force in Canada or in the Province of Nova Scotia which takes away or limits the Lessor's right of distress, and that the Lessor may seize and sell the Lessee's goods and chattels for payment of any such amount due and costs as fully as the Lessor might have done if such Act had not been enacted or passed.

9.4 The Lessor may waive any default by the Lessee hereunder only in writing. Any such waiver shall not be deemed to be a waiver of any subsequent or other default hereunder.

INSPECTION

10.0 The Lessee hereby declares it has inspected the Leased Premises before executing this Lease and has satisfied itself as to their condition and the taking of possession by the Lessee shall be deemed conclusive evidence that the Lessee received the premises in the state they were in at the time of inspection, without any warranty by the Lessor as to the condition of the premises.

GENERAL

11.0 It is hereby understood and agreed between the parties hereto that the terms and conditions set forth herein embrace the whole of the terms and conditions of the agreement entered into by

MUNICIPALITY OF THE COUNTY OF
ANTIGONISH

TO: COUNCIL
FROM: TAMMY FELTMATE--CLERKS DEPT.
SUBJECT: ***COST ESTIMATE FOR MUNICIPAL PROPERTY IDENTIFICATION SIGNAGE***
DATE: JANUARY 14, 2016

BACKGROUND & STATEMENT OF PURPOSE

In spring 2015, the Municipality posted Highway oriented Community Identity signs on Highway 104 at Marshy Hope and Aulds Cove. These signs were designed by WeUsThem and have received a great deal of positive feedback. Municipal Council has recently provided direction to build on this identity signage by developing integrated municipal property signage that takes inspiration from the Highway Identity signs erected in spring 2015.

The Municipality is seeking to install municipal property identification signage that will enhance the Municipality's presence through visibility of coordinated graphics, colours and typography. The signage elements should identify municipal facilities and welcome residents and guests. Further, the Municipality is seeking a common look and feel of municipal signage that contributes to a more corporate and business-like presence.

SCOPE OF WORK

The Municipality sought pricing on graphic designs across multiple mediums, including large ground mounted signs, smaller structure mounted signs, vehicle, business card and promotional graphics.

WeUsThem Inc provided the following feedback and pricing structure for this project.

WeUsThem Inc was awarded the contract to design out Community Identity Signage after a public call for proposals. Since installed this design as received positive feedback and represents our community well. For consistency and continuity we have enacted alternative procurement practices as per section 7.3 (e) of Policy 16- Procurement & Sustainable Purchasing Policy. A quote for this work was requested, total proposed design costs of \$4250. A summary of the costs for this project is included below, as received from WeUsThem Inc.

RECCOMENDATION

Staff recommends moving forward with WeUsThem Inc to have the outlined scope of work completed for a total cost of \$4250. Design timeline to be developed in contract negotiations.

Staff seeks approval to award this work to WeUsThem Inc., because this firm has the background information and the initial sign designs to work with, cost and time required for project are decreased as reflected in the quotation received.

Pricing (not including taxes)	Hours	Rate	
Large infrastructure design (x1)	21 hrs	\$85	
Small infrastructure Design (x1)	14 hrs	\$85	
Promotional Poster (x1)	5 hrs	\$85	
Business Collateral (Card, envelope, letterhead, powerpoint)	2.5 hrs	\$85	
Vehicle Wrap	7.5 hrs	\$85	Total for Design- \$4250

THIS AGREEMENT MADE

BETWEEN:

**Municipality of the County of Antigonish
Municipality of the District of Guysborough
Municipality of the District of St. Mary's
Municipality of the County of Victoria
Municipality of the County of Inverness
Municipality of the County of Richmond
Town of Antigonish
Town of Mulgrave
Town of Port Hawkesbury**

(Herein after called the "Parties")

WHEREAS the parties wish to establish a common system of computer services, including hosting, data storage, data processing and client applications, and for that purpose intend to purchase or lease certain hardware and software and to contract for support services;

AND WHEREAS the parties have agreed to enter into an inter-municipal services Agreement to establish and delegate powers to a body corporate for that purpose;

AND WHEREAS the purpose of this Agreement is to provide for that common use in order to allow the participating units to more effectively and economically provide necessary services to the public and to carry out their statutorily-mandated duties;

NOW THEREFORE, in consideration of the services and contributions described herein, the parties agree as follows

AGREEMENT

1. This Agreement is made pursuant to section 60 of the Municipal Government Act, S.N.S. 1998, c. 18, as amended;
2. The parties to this Agreement, all being municipal units, agreed to form a separate body corporation (hereinafter the "Company") pursuant to ss. 60 (1) and 60 (4) of the Municipal Government Act (hereinafter the "Act").
3. The Company's object is the provision of inter-municipal computer services including the funding, operations, and relations with the party or parties contracted with.

4. The parties are the Company's subscribing and only members;
5. A copy of this Agreement shall be filed with the Registry of Joint Stock Companies in accordance with the Act.
6. In accordance with ss. 60 (2) (c) of the Act and subject to the terms of this Agreement, the parties delegate to the Company the authority for the establishment of a common system of computer services which includes hosting, data storage, data processing, client applications and purchase of lease of hardware and software support services;
 - a. The authority to represent the parties in the administration of any agreement with the supplier or suppliers of computing services.
 - b. The authority to enter into negotiations with suppliers of computing services for those services contemplated by this Agreement and to make recommendations for such to the parties to this Agreement.
 - c. The authority to enter into such contracts as are reasonably necessary for its purposes, including but not limited to contracts for hosting, data storage, data processing, client applications, purchase or lease of hardware and software support services and contracts on behalf of the subscribing members, upon approval of such contracts by the subscribing members.
7. The Company shall exercise its powers and responsibilities exclusively in and for the provision of inter-municipal computer services to the parties, subject to the terms of this Agreement.

GOVERNANCE

Board of Directors

8. The Company shall be governed by a Board of Directors ("the Board") comprised of one representative appointed by each party, being a committee within the meaning of ss. 60 (2) (c) of the Act.
9. A Board member shall be the CAO/Clerk Treasurer or designate.
10. The term of Board members shall be as specified by each Council.
11. The Board shall choose an Executive Committee from among its number, consisting of no fewer than three (3) members.

12. The Executive Committee shall ensure that the Board is kept informed of all developments or concerns with regard to the administration of this Agreement and any Agreement or Agreements with the suppliers of services. It shall also ensure that notice is given to all parties of all Board meetings.
13. The Board shall designate a registered office and agent to be located at the administrative offices of one of the parties, or such other location as the Board may agree upon.
14. The parties mutually covenant and agree to proportionately share in all reasonable expenses incurred by the municipal unit which is the registered office administering this Agreement. The Insert Municipality will agree to administer the Agreement for the term of this Agreement.
15. The Board shall meet at least once annually during the term of any Agreement with a supplier or suppliers. Prior to the annual meeting the Board shall cause a report to be prepared providing full particulars of all charges and payments made pursuant to the Agreement or Agreements with suppliers, as well as expenses of the Company.
16. The Company shall provide a copy of its Financial Statements to the parties each year on their completion.
17. The Board shall hold such further meetings as may be requested by any one party.
18. Notwithstanding any other provision of this Agreement, a Resolution of each of the parties to this Agreement shall be required for:
 - a. Approval to enter into an Inter-Municipal Agreement with the parties for the purpose of acquiring a common information system, including hosting, data storage, data processing and client application support.
 - b. Approval to enter into a contractual relationship with Diamond Municipal Solutions to acquire their software application and support services.
 - c. Approval to enter into a contractual relationship with ABM Integrated Solutions to host the Diamond Municipal Solutions software application.

PAYMENT/CHARGES FOR SERVICES

19. Each party shall proportionately share in the costs associated with the Company and service contracts entered into by the Company on behalf of the parties
20. Where an agreement for services provides for a fixed charge to be paid by a party on a periodic basis, that party shall remit the said amount to the Company in a timely manner.

21. The Company shall receive all periodic billings for services from the supplier or suppliers and shall submit all billings based on proportionate use to the relevant party, each party shall remit those charges to the registered office of the Company in a timely manner and before the due date of any such billing.
22. Each party shall designate a person to whom all communications pursuant to this Agreement shall be directed.
23. The Company shall remit the payments to the supplier or suppliers and shall maintain records open to inspection by all parties.
24. The Company may charge interest at a rate of prime + 2% on any charge not paid by the due date, and those interest charges shall be directed to payment of late charges imposed by the supplier or suppliers.

TERM & RENEWAL

25. This Agreement shall be in force for a period of five (5) years commencing on April 1, 2016 for computing services entered into by the Company, and each unit shall be obliged to remain a party to this Agreement for that full period.
26. At or before the termination of the Agreement or Agreements for computing services the Company may enter into negotiations for an extension of the Agreement or for a new Agreement with suppliers of computing services.
27. The Company shall submit a draft of any proposed Agreement for computing services to each unit and the Council of each unit shall, by a stipulated date, confirm whether that unit will continue to be a party to this Agreement.
28. The Board shall meet to review the decision of each Council and shall decide whether to continue this Agreement or enter into a new Agreement. Where the Board decides to continue or enter into a new Agreement, with a supplier or suppliers, this Agreement shall be renewed for the duration of the new Agreement for services.
29. Where the Board decides not to continue with the Agreement for services, this Agreement shall terminate.
30. The parties, on termination, shall be responsible for their respective share of: any outstanding charges to a supplier of services including any interest; outstanding administrative costs of the Company; and the costs of dissolution of the Company.

DISPUTE RESOLUTIONS

31. (a) Any dispute concerning interpretation or administration of this Agreement shall first be referred to the Board, which shall hold a meeting to determine if the matter can be resolved.
 - (b) Where the dispute cannot be resolved at Board level, the matter shall be referred to arbitration. The parties to such arbitration shall be the unit or units raising the issue and any units which oppose the same.
 - (c) The arbitration shall be carried out by a person agreed upon by the parties, failing which, each of the parties shall choose an arbitrator, who shall select a third, and the decision of the majority of the panel so chosen shall prevail.
32. The decision of an arbitrator or an arbitration panel shall be final and binding on the parties. The costs of an arbitration shall be borne by the unsuccessful party or parties.

DISSOLUTION OF COMPANY

33. Where this Agreement is terminated and not renewed, the Board shall take all required action to dissolve the Company in accordance with relevant legislation.
34. The parties shall be liable in equal shares, for the expense of such dissolution.

MODIFICATION

35. (a) In the event of the dissolution of a Municipal Unit, the Municipality into which it is dissolved shall assume all the obligations under this Agreement of the dissolved Municipal Unit and pay all the charges, fees and expenses of the dissolved Municipal unit under this Agreement for the remainder of the year in which the dissolution occurs.
- (b) Before the end of the year in which the dissolution occurs, the remaining Parties to this Agreement shall negotiate any necessary adjustment to the sharing of expenses among the Parties resulting from the dissolution, to apply for the remainder of the Agreement period.
36. This Agreement may not be modified or amended except in writing and executed by all the parties hereto, and subject to prior approval by the council of each party.
37. Any additional Agreements or collateral contracts among the parties shall be amended to and incorporated into this Agreement to the extent agreed among the parties.
38. No additional Agreement or collateral contract among the parties shall be valid or binding unless in writing and executed by all the parties hereto.

BINDING ON SUCCESSORS

39. The Agreement shall endure to and be binding upon the parties hereto, their Successors and Assigns.

IN WITNESS WHEREOF the parties have hereunto set their hand and seals the day and year hereinafter set forth.

**Signed, Sealed and Delivered
this ____ day of ____
20 __**

Witness

Municipality of the County of Antigonish

Per: _____

**Signed, Sealed and Delivered
this ____ day of ____
20 __**

Witness

Municipality of the District of Guysborough

Per: _____

**Signed, Sealed and Delivered
this ____ day of ____
20 __**

Witness

Municipality of the District of St. Mary's

Per: _____

**Signed, Sealed and Delivered
this ____ day of ____
20 __**

Witness

Municipality of the County of Inverness

Per: _____

**Signed, Sealed and Delivered
this ____ day of ____
20 __**

Witness

Municipality of the County of Richmond

Per: _____

Signed, Sealed and Delivered
this ____ day of ____
20 __

Witness

Signed, Sealed and Delivered
this ____ day of ____
20 __

Witness

Signed, Sealed and Delivered
this ____ day of ____
20 __

Witness

Signed, Sealed and Delivered
this ____ day of ____
20 __

Witness

Municipality of the County of Victoria

Per: _____

Town of Antigonish

Per: _____

Town of Port Hawkesbury

Per: _____

Town of Mulgrave

Per: _____

INTERMUNICIPAL GROUP MEETING

Meeting Minutes

December 13, 2013

Present: Allison Duggan, Tanya Tibbo, Glenn Horne, Erin MacEachen, Joe Oconnor, Kim McKeough, Sandy Hudson, Jim Davis, Tom Wadden, Shawn Andrews, Maris Freimanis

Absent: Barry Carroll, Brian Melong, Dave Gillis, Hugh Landry, Stephen Feist, Warren Olsen & Karen Doyle

Next meeting: Mid - late February 2014

I. Replacement of Alan Bond as Group Spokesperson

Moved by Tanya Tibbo and seconded by Erin MacEachen that Tom Wadden be the Group Spokes Person for the Diamond Inter municipal Group. Allison Duggan will continue to be the administration for invoicing the group and Tom Wadden will be the group spokesperson with no administrative fee to the inter municipal group.

II. Upgrade to GP2013

Discussion around whether the group wanted to upgrade from GP2010 to GP2013. Tanya Tibbo obtained a quote for the upgrade (estimated at \$27,840.00 to be shared amongst nine municipal units). Consensus of the group was to proceed with the upgrade in the F14/15 budget pending the following follow up with Diamond and each municipal unit;

- Meeting with Diamond to go over the benefits of the upgrade and an all-inclusive list of costs that the inter municipal group would incur to be ready to install the upgrade;
- E-mail confirmation to Tom Wadden from each municipal unit stating that they agree to the upgrade and sharing the cost of the upgrade amongst the nine units.

III. ABM

Discussion about the limitations (can't e-bill, can't e-mail a report in Diamond, etc.) of ABM and customer service issues regarding getting problems resolved. The group discussed the possibility of sending this out an RFP when our contract is up with ABM. Ron Singer is now working for ABM so the group asked Tom Wadden to contact Ron Singer in February 2014 to discuss our current service with ABM and the additional functionality that the group would like to have from ABM. Each municipal unit is to draft a list of issues that they are having with ABM and send it to Tom Wadden in January 2014.

IV. Site visits with Steve Kerr and Diamond/ABM issues

Steve Kerr made onsite visits to the second implementation group as a wrap up. None of the units have heard back from Mr. Kerr as to follow up from his visit. The group needs some clarity as to who is our contact person for our group for both Diamond and ABM. Each unit is continuing to experience issues with Diamond and ABM (other municipal units G/L mixed in their G/L, jumping cheque numbers, phantom cheques that are added and deleted from the Bank Reconciliation Module, lost or deleted customized reports, Municipal units still not on the customer support package, etc.).

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

TOPIC: Community Partnership Grants
POLICY NUMBER: 36
DATE APPROVED: January 21, 2013
DATE REVISED:

TITLE:

This Policy may be cited as the “Community Partnership Grants Policy” of the Municipality of the County of Antigonish.

PREAMBLE:

The Municipal Government Act (1998), Part IV, Section 65, provides the broad framework within which policies authorizing the expenditure of public monies are developed.

The Municipality of the County of Antigonish has created the Community Partnership Grants Policy to inform the intake, consideration and awarding of public funds to community organizations that apply to the Municipality of the County of Antigonish for financial assistance under any established grant categories.

This policy is designed to encourage involvement in community groups and civic events, while creating a framework for the fair and transparent disbursement of public funds as authorized by section 65 (au) of the Municipal Government Act.

This policy is intended to direct members of Council and staff in the appropriate expenditure, record-keeping and reporting of expenses related to Grants.

POLICY:

1. Definitions

- 1.1. **‘Application’** shall mean the formal application form developed by the Municipality, specific to the grant program from which funds are being sought.
- 1.2. **‘Community organization’** shall mean an organization that is either incorporated as non-profit or a registered charity as defined by the Canada Revenue Agency, or is a group that is not incorporated but has an executive, membership and a proven reputation.

1.3. **'Grant'** shall mean an award of financial or in kind assistance by the Municipality to an eligible organization with no expectation that the funds will be paid back; does not include monies transferred as part of a contract for service.

1.4. **'Municipality'** shall mean the Municipality of the County of Antigonish

1.5. **'Municipal Council'** shall mean the Council of the Municipality of the County of Antigonish

2. General

2.1. It is the policy of the Municipality of the County of Antigonish to consider, within its financial capacity, financial support to community organizations that provide programs, services or activities that enhance the quality of life for residents of the Municipality.

2.2. In general, grant applicants should not expect the Municipality to be the sole source of project funding. The Municipality is interested in ensuring that groups have other sources of funding or external partners to support the project. In certain cases the Municipality may make Municipal contributions contingent on other levels of government support or partnerships.

3. Budget and Allocation of Grants

3.1. All grant applications shall be considered as part of Council's annual budget process and allocations shall be included in the Municipality's annual operating budget.

3.2. On an annual basis, Municipal Council shall identify an amount to be allocated for community grants & sponsorships.

3.2.1 The amount identified by Municipal Council shall not be greater than four percent (4%) of tax revenue for general municipal purpose minus mandatory contributions.

3.3. Funding requests for grants are considered for one fiscal year at a time.

3.4. Approvals for Development, Capital and Operating Grants under this policy shall be given by Municipal Council.

3.5. Approvals for Travel Assistance and Leadership Grants under this policy shall be administered by the Recreation Department.

4. Funding Conditions

4.1. Any funding approval that is contingent on certain terms and conditions shall be communicated to the applicant in writing with an associated timeline to satisfy said terms and conditions.

- 4.2. Funding may be revoked for failure to comply with the terms and conditions stipulated.
- 4.3. Funding may be revoked should there be a misappropriation of funds, failure to report when requested, or misrepresentation by the receiving organization.
- 4.4. Any community organization that receives grant funding from the Municipality shall recognize the Municipality as a partner (where applicable).

5. Criteria

5.1 Basic eligibility requirements for all grants

Applications will be accepted from groups that:

- Have submitted complete applications by the deadlines;
- Have fulfilled any obligations outstanding from previous grant awards;
- Have provided proof of non-profit status, **OR**
- If the group is not incorporated, a list of the executive, membership and a brief history of the organization must be submitted.

Applications will not be accepted from:

- Individuals;
- For-profit businesses;
- Organizations with political affiliations;
- Faith organizations where services/activities include the promotion and/or required adherence to a faith;
- Hospitals, clinic-based services or medical treatment programs;
- School boards;
- Provincial/national organizations unless a local chapter exists to service the residents of Antigonish County;
- Organizations seeking assistance in funding deficits.

- 5.2 Priority will be given to community organizations that provide programs or services within the Municipality, or to a significant number of residents of the Municipality.
- 5.3 All grant applicants shall demonstrate financial need to receive funding and show other revenue sources (such as other partners, membership dues fundraising etc.)

6. Accountability

- 6.1. Council reserves the right to grant or reject any application for funding that may or may not qualify in accordance with the provisions set out in this policy.
- 6.2. The objectives and criteria specific to each grant program shall identify the purpose of the grant program. See schedules A to E.

6.3. In some cases, Council may delegate the responsibility for awarding grants to municipal staff.

7. Post Grant Reporting

7.1. The Municipality may require any recipient of grant funding to confirm that the funds received were used as described in the grant request that was approved by Municipal Council by requesting a follow-up report.

8. Publishing of Grant Recipients:

8.1. The Municipality shall publish annually a list of grants or contributions made to community organizations as required under Section 65 (au) of the Municipal Government Act.

9. Application Process for Development, Capital, and Operating Grants

9.1. The deadline for grant applications shall be identified annually.

9.2. Only one application per community organization may be submitted in each fiscal year.

9.3. All applications for grant funding may include:

9.3.1. Completed application form

9.3.2. Proof of current registration as a non-profit or charitable organization;

9.3.3. If the group is not incorporated, a list of the executive, membership and a brief history of the organization must be submitted with the application.

9.3.4. Most recent financial statements or Treasurer's Report

9.3.5. A budget outlining expenses and revenues for the proposed project, program or service.

9.4. All development, operating and capital grant applications received throughout a current year will be referred to the budget process of the next fiscal year.

9.5. Incomplete applications will not be considered for funding.

9.6. Municipal staff may request further information as required.

9.7. Municipal Council may wish to schedule a meeting to hear from grant applicants.

9.8. Final decisions on grants will be made upon approval by Municipal Council of the Municipality's annual operating budget.

9.9. Applicants shall be notified in writing of Municipal Council's decision. There shall be no appeal process.

10. Application Process for Travel Assistance & Leadership Development

10.1. Applications for Travel Assistance and Leadership Development will be considered on an ongoing basis.

10.2. All applications for grant funding shall include:

10.1.1. Completed application form

10.1.2. Application form must be submitted at least two weeks prior to the event taking place.

11. Previous Policies:

11.1 . Any previous policy of the Municipality concerning the allocation of grants to community based non-profit groups is hereby repealed.

12. Community Partnership Grant Categories

12.1.	Development Grants	Schedule A
	Operating Grants	Schedule B
	Capital Grants	Schedule C
	Recreation, Sport & Culture Travel Assistance Grants	Schedule D
	Leadership Development	Schedule E

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

TOPIC: Development Grants
POLICY NUMBER: Policy 36 – SCHEDULE A
DATE APPROVED:
DATE REVISED:

OBJECTIVE: To provide one time financial support to fund or sponsor an event, program, project or activity that enhances, supports, promotes, informs/educated, celebrates, preserves and/or provides access to:

- a. Arts/Culture/Community Heritage
- b. Community Beautification/Environmental Sustainability
- c. Community Health and Wellness
- d. Youth/Seniors Supports
- e. Tourism/Economic Development

CRITERIA: Basic Eligibility Requirements for All Grants

Applications will be accepted from groups that:

- Have submitted complete applications by the deadlines;
- Have fulfilled any obligations outstanding from previous grant awards;
- Have provided proof of non-profit status, **OR**
- If the group is not incorporated, a list of the executive, membership and a brief history of the organization must be submitted.

Applications will not be accepted from:

- Individuals;
- For-profit businesses;
- Organizations with political affiliations;
- Faith organizations where services/activities include the promotion and/or required adherence to a faith;
- Hospitals, clinic-based services or medical treatment programs;
- School boards;
- Provincial/national organizations unless a local chapter exists to service the residents of Antigonish County;
- Organizations seeking assistance in funding deficits.

Priority will be given to community organizations that provide programs or services within the County, or to a significant number of County residents.

All grant applicants shall demonstrate financial need to receive funding and show other revenue sources (such as other partners, membership dues, fundraising etc.)

MUNICIPALITY OF THE COUNTY OF **ANTIGONISH**

TOPIC: Operating Grants
POLICY NUMBER: Policy 36 – SCHEDULE B
DATE APPROVED:
DATE REVISED:

OBJECTIVE

1. To provide grants to community groups and organizations that have a mandate to deliver an ongoing service or program that is generally delivered by a municipality, or complements a service being offered by the Municipality of the County of Antigonish.

CRITERIA: Basic Eligibility Requirements for All Grants

Applications will be accepted from groups that:

- Have submitted complete applications by the deadlines;
- Have fulfilled any obligations outstanding from previous grant awards;
- Have provided proof of non-profit status, **OR**
- If the group is not incorporated, a list of the executive, membership and a brief history of the organization must be submitted.

Applications will not be accepted from:

- Individuals;
- For-profit businesses;
- Organizations with political affiliations;
- Faith organizations where services/activities include the promotion and/or required adherence to a faith;
- Hospitals, clinic-based services or medical treatment programs;
- School boards;
- Provincial/national organizations unless a local chapter exists to service the residents of Antigonish County;
- Organizations seeking assistance in funding deficits.

Priority will be given to community organizations that provide programs or services within the County, or to a significant number of County residents.

All grant applicants shall demonstrate financial need to receive funding and show other revenue sources (such as other partners, membership dues, fundraising etc.)

Operating grants are not intended to support permanent full-time staff salaries or wages.

MUNICIPALITY OF THE COUNTY OF **ANTIGONISH**

TOPIC: Capital Grants
POLICY NUMBER: Policy 36 – SCHEDULE C
DATE APPROVED:
DATE REVISED:

OBJECTIVE

1. To provide one-time support for the purchase of property, the construction of a facility, remodeling, expansion of a facility; or purchase of equipment.
2. Council may consider a multi-year funding option for a capital grant

CRITERIA: Basic Eligibility Requirements for All Grants

Applications will be accepted from groups that:

- Have submitted complete applications by the deadlines;
- Have fulfilled any obligations outstanding from previous grant awards;
- Have provided proof of non-profit status, **OR**
- If the group is not incorporated, a list of the executive, membership and a brief history of the organization must be submitted.

Applications will not be accepted from:

- Individuals;
- For-profit businesses;
- Organizations with political affiliations;
- Faith organizations where services/activities include the promotion and/or required adherence to a faith;
- Hospitals, clinic-based services or medical treatment programs;
- School boards;
- Provincial/national organizations unless a local chapter exists to service the residents of Antigonish County;
- Organizations seeking assistance in funding deficits.

Priority will be given to community organizations that provide programs or services within the County, or to a significant number of County residents.

All grant applicants shall demonstrate financial need to receive funding and show other revenue sources (such as other partners, membership dues, fundraising etc.)

Applicants are required to submit quotes for capital improvements for projects that exceed \$5,000.

Applicants must hold the deed/lease to the property/facility or acceptable alternative (if relevant).

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

TOPIC:	Recreation, Sport and Cultural Travel Assistance Grants
POLICY NUMBER:	Policy 36 – SCHEDULE D
DATE APPROVED:	
DATE REVISED:	

OBJECTIVE

To provide travel assistance to youth teams, clubs, or organizations travelling to sport or cultural competitions/tournaments outside of Antigonish County.

To provide travel assistance to local youth who have been selected as members of a provincial or national team.

CRITERIA: Basic Eligibility Requirements for All Grants

Applications will be accepted from groups that:

- Have submitted complete applications at least two (2) weeks prior to the travel date(s) or as soon as they find out they have been selected.
- Have fulfilled any obligations outstanding from previous grant awards;
- Have provided proof of non-profit status or is a group that is not incorporated but has an executive, membership and a proven reputation.
- Apply on behalf of an individual(s) who are members of their organization.

Applications will not be accepted from:

- Individuals;
- For-profit businesses;
- Organizations with political affiliations;
- Faith organizations where services/activities include the promotion and/or required adherence to a faith;
- Hospitals, clinic-based services or medical treatment programs;
- School boards;
- Provincial/national organizations unless a local chapter exists to service the residents of Antigonish County;
- Organizations seeking assistance in funding deficits.

Youth is defined as an individual who is 18 years of age or younger and a resident of the Municipality of the County of Antigonish.

Applicants must have competed in a competitive event or activity and qualified to compete at the next level of completion.

The next level of competition must be at the provincial, eastern Canadian or national level, or higher and recognized as such by the governing body specific to each discipline. (Examples include but not limited to Provincial Sport Governing Body, National Sport, Governing Body, Scotdance Canada, Nova Scotia School Athletic Federation.)

Invitational tournaments are not eligible for funding.

The tournament/competition site must be 100km or more from the team, club or organizations home base in Antigonish.

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

TOPIC: Leadership Development Grants
POLICY NUMBER: Policy 36 – SCHEDULE E
DATE APPROVED:
DATE REVISED:

OBJECTIVE

To provide travel assistance to youth travelling to workshops and conferences which are leadership based or educational in nature.

CRITERIA: Basic Eligibility Requirements for All Grants

Applications will be accepted from groups that:

- Have submitted complete applications at least two (2) weeks prior to the travel date(s) or as soon as they find out they have been selected.
- Have fulfilled any obligations outstanding from previous grant awards;
- Have provided proof of non-profit status or is a group that is not incorporated but has an executive, membership and a proven reputation.
- Apply on behalf of an individual(s) who are members of their organization.

Applications will not be accepted from:

- Individuals;
- For-profit businesses;
- Organizations with political affiliations;
- Faith organizations where services/activities include the promotion and/or required adherence to a faith;
- Hospitals, clinic-based services or medical treatment programs;
- School boards;
- Provincial/national organizations unless a local chapter exists to service the residents of Antigonish County;
- Organizations seeking assistance in funding deficits.

Youth is defined as an individual who is 18 years of age or younger and a resident of the Municipality of the County of Antigonish.

Applicants must have gone through a selection process and selected by the host organization/team as a participant or team member.

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

COMMUNITY PARTNERSHIP GRANT APPLICATION FORM

Instructions:

- Use this cover sheet as the first page of your application.
- Please submit all documents from the application checklist prior to the annual submission deadline. Incomplete submissions may delay consideration of your request for funding.
- If you do not have enough space to answer a question, please attach a separate sheet.
- The policy governing the Municipality of the County of Antigonish grants program is available on the County's website at www.antigonishcounty.ns.ca or by contacting the Municipality at 902-863-1117.
- Please forward complete application to the following address:
Municipality of the County of Antigonish
Attn: Community Partnership Grant Application
285 Beech Hill Road
Antigonish, NS B2G 0B4

APPLICANT CHECKLIST

- ☐ A signed original of your **Municipality of the County of Antigonish Grant Application**.
- ☐ Most recent **financial statements**, which indicate all revenue sources for the organization
- ☐ **Provide one of the following:**
 - **Proof of current registration as a non-profit or charitable organization** such as NS Registry of Joint Stocks Number or Federal Charitable Status Number.
 - If the organization is not incorporated, **a list of the executive, membership, and a brief history** about the organization must be provided with the application.

PART A – APPLICANT INFORMATION

Community group/organization (applicant):	
Title of project:	
Contact Name:	Title:
Mailing Address:	Telephone:
	Fax:
	Email:
Website (if applicable):	
NS Registry of Joint Stocks Number (if applicable):	
Federal Charitable Status Number (if applicable):	

PART A – PROJECT TYPE

Please choose **one** of the following grants you wish to apply for:

- ☐ **Development Grant**
- ☐ **Capital Grant**
- ☐ **Operating Grant**

Objectives and criteria for each type of grant can be found in the Community Grants Policy.

Amount Requested: _____

PART C – PROJECT INFORMATION

1. Please describe your organizations mandate, objectives, specific project, program or service requiring support from the Municipality of the County of Antigonish.

2. Please describe the benefits your project, program or service will provide to the County of Antigonish and the community.

3. Please describe the community, area and/or group(s) your organization serves.

4. List in-kind contributions that your organization will provide to this project, program or service. Also describe the role volunteers in the proposed project/program/service. Please include the number of participating volunteers.

PART D – ORGANIZATION / PROJECT / SERVICE BUDGET

Please complete the following Budget, detailing the planned expenditures and anticipated revenues for your project, program or service.

PLANNED EXPENDITURES <i>(Itemize and list all costs related to your project, program or service)</i>	AMOUNT
TOTAL PLANNED EXPENDITURES	

Does your organization receive a tax exemption from the Municipality of the County of Antigonish?

Yes or No (Please circle)

If yes, what is the value of the property tax exemption?

ANTICIPATED REVENUE <i>(Itemize and list all revenue sources of your project, program or service)</i>	AMOUNT	
	Requested	Confirmed
Federal Government Support		
Provincial Government Support		
Municipal Government Support		
Municipality of the County of Antigonish (Amount requested in this application)		
Town of Antigonish		
Donations/Fundraising		
Other (please specify)		
TOTAL ANTICIPATED REVENUE		

DECLARATION

The information provided on this application form and accompanying documentation is accurate to the best of my knowledge. I hereby give The Municipality of the County of Antigonish authority to verify any and all information pertaining to this application.

Application prepared by:

_____	_____	_____
<i>Signature</i>	<i>Print Name</i>	<i>Date</i>

Board authorization (if applicable):

_____	_____	_____
<i>Signature</i>	<i>Print Name</i>	<i>Date</i>

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

Recreation, Sport, Cultural and Leadership Travel Assistance Grant Application

Instructions:

- Use this cover sheet as the first page of your application.
- Please submit all documents from the application checklist with your completed application. Incomplete submissions may delay consideration of your request for funding.
- If you do not have enough space to answer a question, please attach a separate sheet.
- The policy governing the Municipality of the County of Antigonish Community Partnership Grants is available on the County's website at www.antigonishcounty.ns.ca or by contacting the Municipality at 902-863-1117.
- Please forward complete application to the following address:
Municipality of the County of Antigonish
Attn: Recreation Director, Antigonish County Recreation
285 Beech Hill Road, Antigonish, NS B2G 0B4

APPLICANT CHECKLIST

- ☐ A signed original of your **Municipality of the County of Antigonish Grant Application**.
- ☐ Community group/organization must submit one of the following:
 - Proof of current registration as a non-profit or charitable organization.
 - If the organization is not incorporated but has an executive, membership, and a proven reputation please provide a list of executive and membership.
 - Team, group or delegation can have their governing body sign the application confirming the team/group is a member of their organization.

PART A – APPLICANT INFORMATION

Community group/organization (applicant):

Contact Name:	Title:
Mailing Address:	Telephone:
	Fax:
	Email:

Website (if applicable):

NS Registry of Joint Stocks Number (if applicable):

Federal Charitable Status Number (if applicable):

Please provide a brief description of your organization/team /group or delegation mandate and/or purpose.

PART A – PROJECT TYPE

Please choose **one** of the following grants you wish to apply for:

- ☐ **Recreation, Sport and Cultural Travel Assistance**
- ☐ **Leadership Development Leadership Development**

Objectives and criteria for each type of grant can be found in the Community Partnership grant policy.

PART B – PROJECT INFORMATION

1. Please indicate why you require travel assistance. Describe the event you will attend, the location, duration of the event as well as any additional information which will assist us in assessing your application.

2. Applicant must have competed in a competitive event or activity and qualified to compete at the provincial, national or international level.

OR

Applicant must have made application to a specific event/activity; gone through a selection process and subsequently been selected by the host organization to participate in that particular event. Please describe the activity/event you participated in to reach the next level of competition or the selection process you participated in.

DECLARATION:

The information provided on this application form and accompanying documentation is accurate to the best of my knowledge. I hereby give the Municipality of the County of Antigonish authority to verify any and all information pertaining to this application.

Application prepared by:

Signature

Print Name

Date

Governing Body Authorization (if applicable):

Signature

Print Name

Date