

MUNICIPAL & TOWN JOINT COUNCIL MEETING AGENDA

**Wednesday December 20th @ 6:00pm
Community Room, People's Place Library**

- 1) Call to Order – Chairman, Warden Owen McCarron
- 2) Approval of Agenda
- 3) Approval of September 20, 2017 Joint Council Meeting Minutes
- 4) Business Arising from the Minutes
- 5) New Business:
 - a. Recognition of Service – Tom Bennet, EMO
 - b. Recognition of Award – Craig Seaboyer & the Exercise Handshake Team
 - c. Keppoch Presentation
 - d. Consideration of an approach to jointly funded organizations and projects
 - e. Consideration of a new Inter-Municipal Agreement for the Arena
- 6) Adjournment

TO: COMMITTEE MEMBERS
FROM: GLENN HORNE, MUNICIPAL CLERK TREASURER
JEFF LAWRENCE, TOWN CAO
SUBJECT: ***JOINT COUNCIL COMMITTEE MEMO***
DATE: DECEMBER 20TH, 2017

RECOGNITION OF SERVICE – TOM BENNET, EMO

Mr. Tom Bennet has provided his resignation from the position of Antigonish Regional Emergency Management Coordinator, effective at the end of this year. Mr. Bennet has served in this role since 2014. This will be an opportunity for the Councils and staff to recognize Mr. Bennet's service to the community in this role.

RECOGNITION OF AWARD – CRAIG SEABOYER & EXERCISE HANDSHAKE TEAM

Craig Seaboyer, who serves as the alternate Antigonish Regional Emergency Management Coordinator, and those involved in Exercise Handshake were the recipients of the prestigious Ian MacKinnon Award presented by the Department of Communication at the Interoperability Forum in October. Craig and the group have been instrumental in promoting interoperability throughout Nova Scotia and with numerous agencies.

KEPPOCH PRESENTATION

Dr. Chiasson will be presenting an annual update on the activities and developments at The Keppoch over the past year, with further discussion regarding the Keppoch Capital Works Plan, 2017-2019, which has been prepared on behalf of the Positive Action for Keppoch Society. Copies of this Capital Works Plan can be provided to members of Council upon request.

CONSIDERATION OF AN APPROACH TO JOINTLY FUNDED ORGANIZATIONS AND PROJECTS ((For Decision))

Mr. Horne and Mr. Lawrence will be speaking to the Committee regarding options for approaching requests from jointly funded organizations and projects, such as Antigonish Community Transit, the Heritage Museum, and the Senior Safety Coordinator.

CONSIDERATION OF A NEW INTER-MUNICIPAL AGREEMENT FOR THE ARENA (For Decision)

Steve Scannell, Special Projects Coordinator with the Town of Antigonish, has prepared a new inter-municipal agreement for the arena for consideration by the Town and County Councils. Included in this agenda package is a staff report providing an overview of the draft inter-municipal agreement, which highlights areas where the reform options recommended at past Joint Council meetings are addressed. The draft inter-municipal agreement is also included for discussion.

Present

Mayor L. Boucher
Deputy Mayor Willie Cormier
Councillor Andrew Murray
Councillor Mary Farrell
Councillor Jack MacPherson
Councillor Donnie MacInnis
Councillor Diane Roberts

Warden Owen McCarron
Councillor Remi Deveau
Councillor John Dunbar
Councillor Mary MacLellan
Councillor Donnie MacDonald
Councillor Vaughn Chisholm
Councillor Gary Mattie
Councillor Bill MacFarlane
Councillor Neil Corbett

Regrets

Councillor Hugh Stewart

Also Present

CAO J. Lawrence (Town of Antigonish)
Glenn Horne, Municipal Clerk/Treasurer (County of Antigonish)
D. Wilson, Deputy Clerk, (Town of Antigonish)
S. Scannell, Special Projects Coordinator

1) Call to Order

The meeting was called to order at 7:00 PM by Mayor L. Boucher, and roundtable introductions were made.

2) Approval of Agenda

Moved by Councillor D. MacInnis and seconded by Councillor M. MacLellan that the agenda be approved with one addition.

3) Approval of Minutes

Mayor L. Chisholm called for the approval of the previous Joint Town and County Advisory Committee minutes.

It was Moved by Councillor D. Roberts and Seconded by Councillor W. Cormier to approve the Joint Town and County Council Advisory Committee meeting minutes of June 12, 2017.

4) Business from Minutes

a. Discussion Regarding Highway 7 (Lochaber Road/West Street) and old Highway 104 Intersection Moving Forward

Mayor L. Boucher invited Warden O. McCarron provide an update. Warden O. McCarron noted that representatives from the Town, County, St. FX, and Transportation and Infrastructure Renewal (TIR) attended a meeting regarding the former TransCanada highway at the intersection of Highway #7. He noted that the existing lights are at the end of their life cycle. It was noted that TIR would look at the cost of modern lighting versus a roundabout. He further noted traffic counts are currently being done, and, when complete, TIR will compile the data, which will likely take approximately 3 or 4 months, following which the numbers would get

plugged into their budget. Councils were advised that regardless of TIR's plan of action, it is too late to be included in their next budget

Warden O. McCarron responded to a query from Councillor A. Murray with Mayor L. Boucher clarifying that the land that may be impacted was actually County land.

b. Discussion Regarding Skate Park

It was noted that Mayor L. Boucher, Warden O McCarron, CAO J Lawrence, Municipal Clerk G. Horne, along with representatives of the Federation of Agriculture, Farmers' Market, 4-H and Eastern Nova Scotia Exhibition (ENSE) attended a meeting to discuss a skate park. He expanded on details from the meeting.

Mayor L. Boucher noted a Memorandum of Understanding would have to be put in place to ensure the parking lot area would be made available, and spoke to a call she received regarding the number of parking spaces might be available at the front of the Arena if the area was paved. Brief discussion took place.

Warden O McCarron advised provided comment on the signed agreement between the Arena and Federation of Agriculture.

Councillor D. Roberts noted that she had heard the community of Heatherton is looking to build a skate park, with Councillor J. Dunbar noting there would be an open house tomorrow, and that the Town and County are welcome to attend.

It was noted that the Heatherton group is receiving good reception. Brief discussion took place.

CAO J. Lawrence spoke to other areas being looked at as a possible location for a skate park, with one sit in particular that appears to be a very acceptable site that could be carried forward with.

c. Status of 55+ Games Application

Mayor L. Boucher noted most in attendance this evening had heard the presentation from the leader of the 55+ Games. She noted the Town and County jointly filed an application and were successful, and will be hosting the 2019 55+ Games.

Brief discussion took place on number of athletes, and dates.

New Business

Introduction of Antigonish Arena Commission – Governance Review (as prepared by S. Scannell, Town of Antigonish Special Projects Coordinator.

Mayor L. Boucher noted CAO J. Lawrence and County Clerk G. Horne had been working on the Arena Governance for a while, eventually turning it over to S. Scannell, who took to the podium.

S. Scannell provided a PowerPoint presentation noting this had come out of the Memorandum of Understanding from 2015, and expanded on the formation of the discussion. He provided details on the purpose and origin or the Governance Review.

Council was advised that both the Town and County have the authority to create inter- municipal agreements from Section 60 of the Municipal Government Act (MGA). S. Scannell noted that

consideration had been given to the *Societies Act* (the 'Act') from 1967. He noted that he had reviewed the Act, MGA, some existing inter-municipal agreements, and document from municipal affairs referring to recreation. He further noted he had looked at 3 or 4 other inter-municipal agreements for governance structure around recreation facilities.

S. Scannell suggested he go through the report section by section. He noted that first was an ability to guarantee loans, which came up in a 2015 agreement regarding replacing the floor for Arena. He noted that the County Solicitor suggested that the Act to enable guarantee loans isn't clear. He further expanded on details in this regard.

S. Scannell went through the financial considerations including sharing of liabilities at the termination of the agreement, having the Arena submit an annual budget, identifying/clarifying roles and responsibilities, and best practices

Brief discussion took place and it was noted that it is important to clearly define what the Commission's authority is, and what the Town and County's authority is. Brief discussion took place on controversial items which should come back to Council. CAO J. Lawrence spoke to utilizing a policy and provided comment on authority, roles and responsibilities.

S. Scannell noted that there are standards for inter-municipal agreements, as well as a mechanism for dispute-resolution, which is recommended via Section 60 of MGA. He noted it further outlines a step-by-step process.

Councils were advised that with a lack of clear term for members, it appears that board members sit on the board until they are replaced. It was noted that most boards have term limits of 2-4 years.

S. Scannell noted that under the Act, officially the Commission is identified as the Building for Youth Commission, but is often referred to as the Antigonish Arena Commission.

Councillor B. MacFarlane spoke to the origin of name and how it allowed Antigonish to get federal funding as it was the 'building for youth' and not an arena. Councillor M. MacLellan noted that the library is named The People's Place as they couldn't get money for a municipal library.

CAO J. Lawrence stated that the Commission should be rescinded, and only one name used. In response to a comment from Councillor D. Roberts, CAO J. Lawrence noted at some point a name would have to be determined but that this meeting was more for discussion and governance itself.

Brief discussion took place on having stakeholders on the Board. S. Scannell noted he looked at three (3) main options - ensuring meetings are open to public, establishing permissive powers to invite people to participate in board discussions, and placing stakeholders on the Commission but without powers (this may cause issues). Clerk G. Horne noted some complexities come to light the more you bring a stakeholder onto the board. Having some stakeholders on the Board as ex-officios was briefly discussed.

Mayor L. Boucher spoke to dispelling trust, and referred to the Town's Planning Advisory Committee as an example. Discussion took place on sending out an agenda and invitation to stakeholders as ex-officios, which is being transparent, then work on building trust.

S. Scannell then reviewed two options; Maintaining the status quo structure with a side agreement or Re-establishing the Commission as a body corporate under Section 60 of the MGA, with the second option appearing to be the best.

S. Scannell noted utilizing the second option would see the Commission dissolved under the *Companies Winding Up Act* and then reconstituted under Section 60 of the MGA. He further noted recommendations would be included in a final report and would require municipal solicitor input for a more modernized agreement.

Mayor L. Boucher thanked Steve Scannell for his efforts, with Clerk G. Horne further providing kudos for his work.

CAO J. Lawrence suggested perhaps having a member of the public from both the Town and County as well as one or two members from each Council.

Members of Council thanked S. Scannell.

Brief discussion took place on having the Inter-Municipal Agreement drafted and timelines. CAO J. Lawrence indicated he would have general discussion with the manager first, then come back to Council.

It was generally agreed to try to get things finished up as quickly as possible.

Government New Tax Proposal

Councillor D. Roberts advised that she attended an information session at the Library regarding federal tax changes. She noted two members from Grant Thornton provided logistics and that a good number of people were in attendance. She suggested that they show support to citizens, businesses and doctors, etc. and having a meeting with MP Sean Fraser who was invited today but was unable to attend.

Warden O. McCarron noted he was also in attendance and the issue is bigger than just doctors, and the impact it will have on small business. He provided further comment and noted it was a good presentation.

Councillor D. Roberts noted they said this impact is the biggest one since 1970 and that the last overhaul to income tax legislation took 6 years, and that the government is trying to do this in 75 days. She noted everyone was invited to write a letter to our MP, telling their own story/impact that this change would have.

Following much discussion on the best step to take moving forward, it was generally agreed that the Mayor and Warden seek to meet with MP Sean Fraser.

Motion to Adjourn

At 8:28 PM it was Moved by Warden O. McCarron and Seconded by Councillor A. Murray that the Joint Council Advisory Committee meeting be adjourned. Motion carried.

Mayor Laurie Boucher

Warden Russell Boucher

Jeff Lawrence, CAO, Town of Antigonish

Glenn Horne, Municipal Clerk/Treasurer
County of Antigonish

MEMORANDUM

To: Jeff Lawrence, CAO, Town of Antigonish
Glenn Horne, Clerk/Treasurer, County of Antigonish
Submitted by: Steve Scannell, Special Projects Coordinator, Town of Antigonish
Date: December 5, 2017
Subject: **Antigonish Arena Commission – Inter-municipal Agreement (Draft Review)**
Attachments: Draft Intermunicipal Agreement

Background

At the August 23, 2017, meeting of Joint Council, a report was presented by the Special Projects Coordinator of the Town of Antigonish that reviewed the governance structure of the Antigonish Arena Commission and provided options for reform.

At that meeting, Joint Council approved, in principle, that, given the totality of the changes that may be required or that may be outlined in a side IMA, a new IMA be redrafted under Section 60 of the *Municipal Government Act* and that the *Act to Enable the Municipality and the Town of Antigonish to Own and Operate a Community Centre* be dissolved under the *Companies Winding Up Act*.

This report provides an overview of the draft intermunicipal agreement, and highlights areas where the reform options recommended at the August 23 meeting are addressed. The draft intermunicipal agreement is modeled from the intermunicipal agreement between the Town of Bridgewater and the District of Lunenburg, and some amendments were made so that the agreement remains relevant to our own circumstances. This was used as a template because it is a clearly written and understandable agreement between a Town and a County that addresses many of the core issues that raised in the August report.

The draft intermunicipal agreement is attached for discussion.

Discussion

- **Recommendation 1: That guidance be provided with regards to loan guarantees:** This is included in Section 5(d) – Debt and Borrowing
- **Recommendation 2: That a clause be included that creates a formula for the sharing of liabilities in the event that the agreement is terminated:** This provision is included in Section 6 - Termination
- **Recommendation 3: That it be required that operating and capital budgets of the Arena Commission be presented to both the Town and County Councils at the start of the fiscal year:** This provision is included in Section 5(c) - Development and Recommendation of Budgets
- **Recommendation 4: That it be required that the Arena Commission Board seek special approval to spend beyond what has been approved for in the budget and report on deficits when they**

are incurred: This provision is included in Section 5(c)(vii) - Development and Recommendation of Budgets.

- **Recommendation 5: That the Commission title be formalized so that the governing entity is properly reflected in the agreement:** The agreement formalizes the name of the organization. However, given the previous confusion caused by the term 'commission', it is suggested that the title of the new organization be the Antigonish Arena Corporation to reflect its new status.
- **Recommendation 6: That the roles, responsibilities, and powers of the Town, County, Arena Commission Board and Management be clearly stated in the agreement:** This is noted in Section 3 that the roles and responsibilities of the organization are detailed throughout the agreement. Generally speaking, the powers of the municipal units include:
 - a) Power to appoint members to the Management Board;
 - b) Power to approve capital and operating budgets and the audited financial statements of the municipal body corporate;
 - c) Power to approve the Management Plan for the municipal body corporate; and,
 - d) Power to guarantee any borrowings of the municipal body corporate;

The authority of the municipal body corporate is detailed in Section 5(b)(ii), where it notes that the Management 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 approved by the municipal units. This authority would primarily include decisions on management planning, repair, facility upgrades, maintenance, use, and activities.

- **Recommendation 7: That a clause be included which addresses the process for resolving disputes between all parties to the agreement:** This provision is included in Section 7.
- **Recommendation 8: That the new agreement set clear term limits for Arena Commission Board representatives:** The selection process and term limits for board members is included in section 5(a).
- **Recommendation 9: That the structure of the Arena Commission Board be amended to include the Chief Administrative Officer for the Town of Antigonish and the Clerk Treasurer of the County of Antigonish as non-voting members:** This provision is included in Section 5(a)(vi). The non-voting members may also include the Recreation Directors of each municipal unit, as well as the Facility Manager.
- **Recommendation 10: That the agreement permits the Arena Commission Board to invite other parties or stakeholders to Board meetings for 'resource purposes':** This provision is included in section 5(a)(vii).
- **Recommendation 11: That the agreement makes clear that the meetings of the Board are to held in a public forum:** This provision is included in section 5(b)(i)(3).

Options

1. Approve the Agreement, in principle, as presented, and send the agreement for final legal review.

2. Approve the agreement, in principle, with amendments, and send the revised agreement for legal review.

Recommendations

That Joint Council approve the Intermunicipal Agreement, in principle, as presented, and consent to sending the agreement for legal review.

Next Steps

Once the legal review of the draft intermunicipal agreement is completed, the final version of the agreement will be sent to the respective Council's for ratification. Once approved by the respective Councils, legal services will be sought to facilitate the process of dissolving the existing Antigonish Arena Commission and creating the Antigonish Arena Corporation.

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 acknowledge, 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**.
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 municipal body corporate, and the Municipal Units in relation to the body corporate, are detailed throughout this agreement.
4. The municipal 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 Management 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. Management 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 Management 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 Management Board.
- viii. The Facility Manager shall attend the Board Meetings as a non-voting representative.

b. Board Responsibilities

- i. Rules of Proceedings/Officers
 1. The Management 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 Management 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. All meetings of the Management 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 Management 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 Management Board shall include the exclusive authority to make decisions on the management plan, repair, facility upgrades, maintenance, use, and activities.
- iii. Employer
 1. The municipal body corporate shall be considered the employer for the purpose of the administration and management of the property and facility.
 2. The municipal 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 Management 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 Management 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 Management Board finds that the Board 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 management 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 Management 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 municipal 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 municipal body corporate must be approved by the Municipal Units.

e. Policies and Procedures

- i. The Management 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 Management 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 Municipal 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.