



TOWN OF KENTVILLE COUNCIL

March 27, 2023

AGENDA

6:00 p.m.

- 1. CALL MEETING TO ORDER AND ROLL CALL**
- 2. APPROVAL OF THE AGENDA**
- 3. APPROVAL OF THE MINUTES**
 - (a) Council meeting minutes, February 27, 2023
 - (b) Joint Council meeting minutes, March 7, 2023
- 4. BUSINESS ARISING FROM THE MINUTES / OLD BUSINESS**
 - (a) Code of Conduct
- 5. RECOMMENDATIONS AND REPORTS**
 - (a) Council Advisory Committee – Councillor Andrew Zebian
 - (1) Sanitary Sewer Depreciation Reserve
 - (2) Withdrawal from Capital Reserve
 - (3) Blanket Withdrawal from Operating Reserve
 - (4) Kentville Business Community Funding Agreement
 - (b) Councillors’ and Mayor Reports
 - (1) Councillor Gerrard
 - a. Joint Fire Services Committee
 - b. Kings Point to Point Transit
 - c. Kentville Water Commission
 - d. Board of Police Commissioners
 - (2) Councillor Huntley
 - a. Kentville Water Commission
 - b. Kings Regional Emergency Management Organization
 - c. Valley Regional Enterprise Network, Liaison and Oversight Committee
 - d. Diversity Kings
 - e. Annapolis Valley Physician Recruitment Board
 - (3) Councillor Maxwell
 - a. Annapolis Valley Trails Coalition
 - b. Kentville Inclusion and Accessibility Advisory Committee
 - c. Student Bursary Selection Committee

- (4) Deputy Mayor Savage**
 - a. **Audit Committee**
 - b. **Investment Advisory Committee**
 - c. **Kentville Business Community Board**
 - d. **Kings Regional Sewer**
 - e. **Kings Regional Emergency Management Organization**
- (5) Councillor Yorke**
 - a. **Source Water Advisory Committee**
 - b. **Board of Police Commissioners**
 - c. **Multi Purpose Facility Feasibility Study Committee**
 - d. **Kentville Inclusion and Accessibility Advisory Committee**
 - e. **Annapolis Valley Regional Library**
- (6) Councillor Zebian**
 - a. **Joint Fire Services**
 - b. **Audit Committee**
 - c. **Kentville Water Commission**
- (a) Mayor Sandra Snow**
 - a. **Intermunicipal Services Agreement Interim Board**
 - b. **Kentville Investment Advisory Committee**
 - c. **Audit Committee**
 - d. **Water Commission**
 - e. **Source Water Protection Advisory Committee**

6. NEW BUSINESS

- (a) Low Income Tax Exemption**
- (b) Regional Sewer Community Update**
- (c) Valley Regional Enterprise Network Agreement Update**
- (d) Request for Decision – Correspondence**
- (e) Request for Decision – Conference Expenses**
- (f) Notice of Regrets for CAC**

7. CORRESPONDENCE

- (a)**

8. PUBLIC COMMENTS

9. IN CAMERA

- (a) Legal**
- (b) Personnel**

10. ADJOURNMENT

DRAFT



TOWN OF KENTVILLE COUNCIL MEETING

Meeting Minutes: February 27, 2023

Town Hall, 354 Main Street, Kentville Nova Scotia

This meeting was held in Town Hall and was livestreamed on Facebook. The meeting was posted to YouTube with closed captioning after the meeting.

1. CALL TO ORDER AND ROLL CALL

Mayor Sandra Snow called the meeting to order at 6:00 p.m. and that all members of Council were present: Mayor Sandra Snow, Councillor Craig Gerrard, Councillor Paula Huntley, Councillor Cathy Maxwell, Councillor Cate Savage and Councillor Gillian Yorke and Councillor Andrew Zebian.

Staff in attendance included Chief Administrative Officer Dan Troke, Solicitor Geoff Muttart and Recording Secretary Jennifer West.

REGRETS

None.

DECLARATIONS OF CONFLICT OF INTEREST

None.

2. APPROVAL OF THE AGENDA

- a. Approval of Agenda

It was moved by Deputy Mayor Cate Savage and Councillor Gillian Yorke

That the agenda of February 27, 2023 be approved.

MOTION CARRIED

3. APPROVAL OF THE MINUTES

- a. Council meeting held on January 30, 2023

It was moved that the minutes of the Council meeting on January 30, 2023 be approved.

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MOTION CARRIED

4. BUSINESS ARISING FROM THE MINUTES / OLD BUSINESS

a. Respectful Workplace – Council

Mayor Snow described the commitment of Council to create a respectful workplace. A special rule of order developed from Roberts Rules of Order was presented to Council.

Point of Order was called by Councillor Cathy Maxwell on Mayor Snow, that the motion should have been a postponement and not tabled. The processes of Laying on the Table and Postponement were clarified.

It was moved by Deputy mayor Cate Savage and Councillor Gillian Yorke

That Council take from the table the Respectful Workplace Rule of Order.

MOTION CARRIED

Councillors who voted in favour of this motion:

Gerrard, Huntley, Savage, Snow and Yorke

Councillors who voted against this motion:

Maxwell and Zebian

Review of commitment by Council for a respectful workplace. Council did not receive the legal opinion as requested. The process of removing a member was reviewed and confirmed.

It was moved by Councillor Gillian Yorke and Deputy Mayor Cate Savage

Whereas the Council commits to a Respectful Workplace for all staff including the CAO including all meetings, public meetings and exchanges with staff

Whereas the Council can disagree without being disagreeable

Be it resolved that the Council adopts Special Rule of Order for a Respectful Workplace. In the event that a member of Council speaks or acts in a manner contrary to the code of conduct towards the CAO or member of staff. A "Point of Order" shall be immediately called. The member violating the code will be offered the opportunity to apologize for their action and if not forthcoming will be asked to leave the chamber and the meeting.

Be it resolved that the minutes shall be annotated as a breach of conduct – disrespect – and name the member.

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Discussion

- Request for amendment that all Councillors, member and staff are subject to this Rule.

Amendment:

It was moved by Councillor Cathy Maxwell and Deputy Mayor Cate Savage

That the motion be amended to read: “All staff and members of Council including the CAO...”

MOTION CARRIED

Point of Order raised by Deputy Mayor Cate Savage on Councillor Andrew Zebian regarding the inaccurate statement that members do not understand the process of Point of Order.

Point of Order raised by Councillor Zebian on the Chair for her not being clear about process.

CAO Troke reminded Council that the decision of Council was to come forward with a policy for Council and not for staff.

Amendment:

It was moved by Councillor Cathy Maxwell

That the motion be amended to allow any member of Council to expel another member of Council.

Solicitor Muttart explains that only the Chair has the power to expel or exclude someone from a meeting if they are disrupting a meeting. This policy should not limit the Mayor’s power.

It was moved by Councillor Craig Gerrard and Deputy Mayor Cate Savage

That Council postpone further discussion on this matter until the solicitor provides written feedback on this policy.

MOTION CARRIED

Councillors who voted in favour of this motion:

Gerrard, Huntley, Maxwell, Savage, Snow, Yorke and Zebian

b. Kentville Business Community Agreement / Funding

Deputy Mayor Cate Savage described the proposed changes to the funding agreement, and the effects on the operations of KBC. Discussions are continuing with the goal of bringing this document to the March meeting of CAC.

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See report for more information

It was moved by Deputy Mayor Cate Savage and Councillor Cate Savage

That Council postpone the Town of Kentville Kentville Business Community operational and funding agreement until the CAC meeting of March 13, 2023

MOTION CARRIED

Councillors who voted in favour of this motion:

Gerrard, Huntley, Maxwell, Savage, Snow, Yorke and Zebian

c. Regional Sewer Committee Budget

Deputy Mayor Cate Savage presented the report on the proposed budget for the regional sewer committee. On Feb 16th the RSC approved in principal the 2023/24 operating budget which is required to return to each partner for formal approval. RSC is made up of 4 partners (Kings, New Minas, Pepsi co and Kentville). Kentville accounts for approximately 52% of the operating budget for the New Minas plant based on flow and volume. This year the committee will be forming a working group to look at the allocation of new assets which support the plant operations. Desludging will continue at lagoon 1 and 2 with new aeration equipment being added to the 2 lagoons. This is a 6.4% increase for the Town from the 2022-23 operating budget.

See report for more information

It was moved by Deputy Mayor Cate Savage and Councillor Paula Huntley

That Council approve the Regional Sewer Committee recommended regional sewer operating budget of \$1,748,100 with Kentville's share being \$895,400.

MOTION CARRIED

Councillors who voted in favour of this motion:

Gerrard, Huntley, Maxwell, Savage, Snow, Yorke and Zebian

d. Request for Decision – Planning Committee Recruitment

Councillor Cathy Maxwell read her report regarding a planning advisory committee. Her concerns were around the process for consensus decision making around the Council table. Clarification around the terms unanimous consent, opportunities for objection, and questioning for parliamentary procedure. The Chair ruled that the decision from the previous meeting stands.

See report for more information

5. RECOMMENDATIONS AND REPORTS

(a) Council Advisory Committee Reports

(1) None

(b) Councillors' and Mayor's Reports

Reports were received and are part of the meeting record.

(1) Councillor Craig Gerrard

Highlights included Joint Fire Services, Kentville Board of Police Commissioners meeting, ruling of judge in the conflict of interest case against Councillor Gerrard.

Point of Privilege made by Councillor Maxwell against Councillor Gerrard. She described Councillor Gerrard's comments as disrespectful and offensive.

Councillor Maxwell resigned from the Heritage Committee.

It was moved by Deputy Mayor Cate Savage and Councillor Craig Gerrard

That Council call a break from the public meeting at 7pm.

The Chair made a request to Councillor Cathy Maxwell to succinctly state the personal privilege. She confirms that the comments by Councillor Gerrard are demeaning, inflammatory, inciteful, triggering, and divisive.

With regards to the question of privilege, the Chair ruled Councillor Gerrard's statements were not demeaning or inflammatory.

Report available for more information.

(2) Councillor Paula Huntley

Highlights included African Heritage month event, Physician Recruitment and retention, the Town Capital Budget meeting, Code of Conduct consultation.

Report available for more information.

(3) Councillor Cathy Maxwell

Highlights included town capital budget, retirement party for Debra Crowell, and trails coalition.

Report available for more information.

(4) Deputy Mayor Cate Savage

Highlights included regional sewer committee meeting, investment advisory committee, Kentville Business Community board meeting, and retirement party for Debra Crowell. As Chair of the Regional Emergency Management

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Organization, she gave a briefing on the most recent meeting and the vulnerable persons registry.

Report available for more information.

(5) Councillor Gillian Yorke

Highlights included town capital budget meeting, regional recreation facility meeting, board of police commissioners meeting, retirement party for Debra Crowell and the Fire and Ice event.

Report available for more information.

(6) Councillor Andrew Zebian

Highlights included joint fire services, capital budget review, and concerns about the Ryan's Park completion timeline.

Point of Order called from Councillor Yorke against Councillor Zebian regarding buy back clauses and property sales. Her point was taken and the ruling was supported.

Highlights also included code of conduct consultation.

Point of Privilege from Deputy Mayor Cate Savage against Councillor Zebian regarding statements around spending of public resources for legal cases against the town.

(c) CAO Update

CAO Dan Troke gave an update on operational matters including budgeting process for staff, first aid training, Regional Enterprise Network meeting this week.

(d) Mayor Sandra Snow

The mayor reported on her activities this month with highlights including mentoring opportunities, Mayors Meeting, Code of Conduct consultation, intermunicipal services agreement working group, and Engage Nova Scotia winter road show.

Report available for more information.

6. NEW BUSINESS

a. 2023 Conferences

Mayor Snow described the Nova Scotia Federation of Municipalities (NSFM) conferences in spring and fall, and the Federation of Canadian Municipalities (FCM) in Toronto. The Chair asked for interest in these conferences:

- Councillor Craig Gerrard: NSFM spring and NSFM fall
- Councillor Paula Huntley: FCM and NSFM fall
- Councillor Cathy Maxwell: NSFM spring

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- Deputy Mayor Cate Savage: FCM, NSFM fall
- Councillor Gillian Yorke: NSFM spring and fall
- Councillor Andrew Zebian: No to FCM, unsure about both NSFM events
- Mayor Sandra Snow: FCM, NSFM spring and NSFM fall

Councillor Zebian requested that the numbers of members allowed to attend the national FCM conference be reduced. He was encouraged to submit a request for a

Report available for more information.

7. CORRESPONDENCE

- a. None.

8. PUBLIC COMMENTS

- a. **Dennis Kehoe**

Concerns about town policies, and about removing residents from chambers.
Concerns about legal fees spent for Councillors' court cases.

9. IN CAMERA – Personnel, Legal

It was moved by Councillor Andrew Zebian and seconded by Councillor Craig Gerrard

That Council move into a closed session at 7:47 pm to discuss legal matters.

MOTION CARRIED

Councillors who voted in favour of this motion:

Gerrard, Huntley, Maxwell, Savage, Snow, Yorke, and Zebian

It was moved by Councillor Gillian Yorke and by Councillor Andrew Zebian

That Council return to open session at 9:52 pm.

MOTION CARRIED

Councillors who voted in favour of this motion:

Gerrard, Huntley, Maxwell, Savage, Snow, Yorke and Zebian

It was moved by Councillor Gillian Yorke and seconded by Councillor Cathy Maxwell

Whereas Council received the December 15 2022 Thompson report which outlined breaches of the code of conduct by Mayor Sandra Snow, Council adopts the following resolution:

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That Council apologizes to Councillor Zebian for allowing Mayor Snow's comments, which breached the code of conduct, to proceed without objection at the February 28 2022 meeting of Council, and confirms that Council will strive to be respectful in its future dealings with each other

And further sanction the Mayor by release of the December 15 2022 Charles A. Thompson report with the meeting package for the Council meeting March 27 2023

And ask Mayor Snow to make a public apology to Councillor Zebian at the March 27 2023 meeting of Council.

MOTION CARRIED

Councillors who voted in favour of this motion:

Gerrard, Huntley, Maxwell, Savage, Snow, Yorke and Zebian

9. ADJOURNMENT

The February 27, 2023 meeting of Council adjourned at 9:55 p.m.

MOTION CARRIED

Approved by CAO and Clerk Dan Troke

TOWN OF KENTVILLE

Report on Code of Conduct Investigation

Complaint dated March 8, 2022

Charles A. Thompson
Burchell MacDougall LLP
710 Prince Street
PO Box 1128
Truro, NS B2N 5H1

December 15, 2022

I. Introduction

1. Following is my report on my investigation into a complaint dated March 8, 2022 by Councillor Andrew Zebian that Mayor Sandra Snow contravened the Town of Kentville's Code of Conduct for Councillors.
2. In June 2022 I was retained by the Town of Kentville to conduct an investigation into the complaint that Mayor Snow had contravened the Code of Conduct in a statement she made at a Town Council meeting on February 28, 2022. I was asked to investigate the complaint and provide a report to the Chief Administrative Officer of the Town. I understand the report will in turn be provided to members of Town Council.

II. Background

3. The critical documents with respect to the complaint are attached as Schedules to this report, as follows:
 - (a) Schedule A – Code of Conduct Breach Report completed by Councillor Andrew Zebian dated March 8, 2022
 - (b) Schedule B – Transcript of the statement of Mayor Snow at the February 28, 2022 Council Meeting to which the complaint relates.¹
 - (c) Schedule C – Town of Kentville Policy Statement G16 – Code of Conduct for Elected Officials.
4. During the course of the investigation, I received copies of a number of emails, letters, social media posts and other documentation from the CAO and members of Council. I also interviewed Mayor Snow on June 23, 2022 and conducted a brief telephone interview with Councillor Kate Savage on November 10, 2022.
5. Councillor Zebian declined to participate in an interview or answer written questions in relation to the complaint. The lack of information from Councillor Zebian has created some difficulty in conducting a complete investigation. Information from Councillor Zebian would have been helpful in providing context and background information to some of the issues raised in the Mayor's statement on February 28, 2022. Mayor Snow's comments were clearly part of a significant ongoing dispute and poor relationship between her and Councillor Zebian, and it would have been helpful to have Councillor Zebian's perspective on the Mayor's comments and his comments on some of the points raised by Mayor Snow during my interview with her. It would also have been helpful to have Councillor Zebian elaborate on his complaint and on the portions of the Code of Conduct that he believes Mayor Snow's statement contravened.

¹ The transcript was prepared from the audio/video recording of Mayor Snow's comments. The transcript was prepared by a legal assistant at my law firm, Burchell MacDougall LLP.

III. Preliminary issue – application of the Code of Conduct to Mayor Snow’s statement

6. Before evaluating the substance of the complaint, there is a preliminary issue that must be addressed – whether the Code of Conduct applies to Mayor Snow’s statement.
7. Section 3 of the Code of Conduct reads as follows:

3.0 SCOPE

3.1 The public expects the highest standards of professional conduct from members elected to local government. This policy applies to all elected officials of the Town of Kentville and Town of Kentville appointed Citizen Committee Members. This policy does not apply to debate and council proceedings. (emphasis added)

8. Section 3.1 states that the Code of Conduct applies to all elected officials of the Town and to Citizen Committee Members. However, the last sentence states “This policy does not apply to debate and council proceedings.” This sentence raises the issue of whether the Code of Conduct applies to Mayor Snow’s statement at all, since that statement was made at a Council meeting.
9. The plain wording of the last sentence of Section 3.1 suggests that the Code of Conduct does not apply, which would mean that Mayor Snow’s statement would not be subject to any of the requirements or provisions of the Code. If it is Council’s intent that the Code of Conduct does not apply to Council proceedings, the question of whether Mayor Snow’s statement or any part of it contravened any portions of the Code of Conduct is irrelevant, since the entire statement is exempt from the Code of Conduct requirements.
10. Despite the above, I have completed my investigation and proceeded on the basis that Mayor Snow’s statement is subject to the Code of Conduct. I have done so for the following reasons:
 - (a) Council has directed that the complaint be investigated, with a report back to Council on whether Mayor Snow contravened the Code of Conduct in her statement. Presumably Council would not have requested an investigation and report if it were of the view that the statement was not subject to the Code of Conduct.
 - (b) Although Section 3.1 states that the Code of Conduct does not apply to debate and council proceedings, other portions of the document suggest otherwise and specifically deal with conduct at council meetings. For example:
 - (i) Section 4.7 contains a total of seven paragraphs dealing with the conduct of members of council at meetings.

- (ii) Section 4.6.15 states that members of council are to fully participate in Town Council meetings while demonstrating respect, kindness, consideration and courtesy to others.
- (iii) Section 4.7.2 specifically states that members are to practice civility, professionalism and decorum in discussions and debate at Council meetings.

11. The balance of this report is written on the presumption that the Code of Conduct does in fact apply to Mayor Snow's statement.

IV. Specifics of the complaint and Mayor Snow's statement

12. There is no dispute or ambiguity about the content of Mayor Snow's statement that gave rise to the complaint. The statement was made at a public council meeting and was recorded. The issue is whether, in all of the circumstances, aspects of the statement contravened the Code of Conduct as alleged by Councillor Zebian in his complaint. Below are the specific complaints by Councillor Zebian, the relevant excerpts from Mayor Snow's statement, and her responses to those complaints that she provided during her interview.

- (a) Complaint: "The first comment that Mayor Snow made about me stated that a 'member of this Council without respect to the oath of office, continues to perpetuate a false narrative [sic]'. In these very serious allegations, Mayor Snow is disparaging me, insulting my character and insinuating that I have not been honest."

Statement: During her statement, Mayor Snow stated "A member of this Council with respect [sic], without respect the legal framework or oath we took as elected officials has created and continues to perpetuate a false narrative. He has called Council corrupt and wasteful of revenue. The facts and audited financial statements do not support his claim ..."

Mayor Snow's interview: In her interview with me, Mayor Snow stated that the member of Council she was referring to in her statement was Councillor Zebian. The "false narrative" she was referring to was Councillor Zebian continually calling members of Council corrupt, stating that they do not care about staff and that they were misspending and misusing Town funds.

With respect to the statement that Councillor Zebian acted without respect for the legal framework or oath members of Council took as elected officials, Mayor Snow said she was referring to the fact that once a motion of Council is passed, it becomes a decision of Council, and that even if a Councillor does not agree with a motion at that stage, they are still supposed to support that decision. Councillor Zebian did not adhere to this principle. Mayor Snow also stated that, in her view, Councillor Zebian was not being honest.

- (b) Complaint: “Mayor Snow also identified me as sitting on the Audit Committee as I am the only male Councillor on this Committee.”

Statement: In her statement to Council, Mayor Snow stated, “The facts and audited financial statements do not support his claim and it should be noted that he is a member of the Audit Committee and he voted to recommend those statements to Council and subsequently voted to adopt the statements by Council.”

Mayor Snow’s interview: Mayor Snow stated that she recognized that Councillor Zebian was the only male Councillor on the Audit Committee. When making her statement, she fully realized that the individual she was speaking about would be easily identifiable as Councillor Zebian, and it was not her intent that Councillor Zebian would remain anonymous or unidentified from her statement.

- (c) Complaint: “Mayor Snow also accused me of coercing [sic] Council’s decisions through verbal and email threats. This is not accurate and this false information by Mayor Snow is insulting and slanderous.”

Statement: In her statement to Council, Mayor Snow stated “His social media posts have incited a stream of hate towards members of this Council in so much as members have been verbally assaulted while out with their family and received hateful voicemail and social media messaging. His ongoing actions and behaviors are an attempt to coerce our decisions, our decision-making and votes through verbal and email threats, slanderous statements ...”

Mayor Snow’s interview: Mayor Snow stated in her interview that she was referring to an incident at the end of a Council Meeting in October 2021 at which Council had decided it wanted Councillor Zebian to return the Robinson property to the Town. Councillor Zebian stated that the rest of Council would regret this decision. He was very angry that he was not given a further extension to develop the property and was nasty.

With respect to email threats, Mayor Snow referred to an email that Councillor Zebian had sent to her before the October 2021 Council meeting after she told him he was in a conflict of interest in lobbying Council on the issue, and he was again nasty. Mayor Snow stated that Councillor Zebian was trying to coerce Council into making a decision in his favour with respect to the Robinson property.

- (d) Complaint: “Mayor Snow also accused me of seeking dismissal of Members of Council from their employment. This is fabricated information.”

Statement: In her statement to Council, Mayor Snow stated “His ongoing actions and behaviours are an attempt to coerce our decisions our decision-making and votes through verbal and email threats, slanderous statements, and going so far as to seek his retribution through calls for dismissal of members from their employment ...”

Mayor Snow’s interview: In her interview, Mayor Snow stated that the reference to Councillor Zebian seeking dismissal of members of Council from their employment was a reference to efforts by him to have her removed from her position as Mayor and to have other members dismissed from their employment.

- (e) Complaint: “Mayor Snow also accused me of having nuisance lawsuits. This comment was also inappropriate and degrading [sic] to my character.”

Statement: In her statement to Council, Mayor Snow stated, “His ongoing actions and behaviors are an attempt to coerce our decisions our decision-making and votes through verbal and email threats, slanderous statements, and going so far as to seek his retribution through calls for dismissal of members from their employment and nuisance lawsuits.”

Mayor Snow’s interview: Mayor Snow stated in her interview that she mis-spoke in referring to lawsuits (plural). In her statement she was referring to a lawsuit that Councillor Zebian had commenced against Councillor Gerard, accusing Councillor Gerard of being in a conflict of interest with respect to the Robinson property. Mayor Snow stated that she did not believe there is any merit to the allegation that Councillor Gerard was in a conflict of interest, and in any event, even if he was, it would not have changed the outcome of the decision of Council to request that Councillor Zebian return the Robinson property to the Town and take back that property.

- (f) Complaint: “Mayor Snow then went on to discuss the Robinson Property and presented incorrect information to the Public. The Robinson Property has nothing to do with my ability to serve on Council and it was out of line. Furthermore, it is very inappropriate [sic] to talk ill of a Developer.”

Statement: In her statement to Council, Mayor Snow stated “The buyback decision of the former Robinson property has exacerbated this action towards this Council and is unwarranted as the developer failed to meet any and all of the contractual milestones in the sales agreement. The Council has been more than patient and accommodating despite the declared and continued conflict of interest in this matter.”

Mayor Snow’s interview: In her interview, Mayor Snow stated that Councillor Zebian continued to be in a conflict of interest regarding the Robinson property because he continued to try to lobby Council, he used his Town of Kentville

Facebook page to talk about the property, and also had his wife lobby Council during public comments at Council meetings. She also stated that the agreement for the sale of the Robinson property by the Town to Councillor Zebian was a standard purchase and sale agreement used by the Town, and that Councillor Zebian failed to meet deadlines set out in the agreement, which triggered an obligation under the agreement on his part to return the property to the Town.

- (g) Complaint: “Mayor Snow called my behaviour disgraceful, unprofessional and childish. Mayor Snow also said that I did not adhere to the rules of order and created a malstrom [sic] for each Council meeting.”

Statement: In her statement to Council, Mayor Snow stated “His actions and behaviours in this Chamber have been disgraceful, unprofessional and childish. His lack of adherence to the rules of order has created a maelstrom for each Council meeting and has warranted the necessary and consulted changes to procedure.”

Mayor Snow’s interview: In her interview, Mayor Snow provided as an example of Councillor Zebian’s “disgraceful, unprofessional and childish” behaviour the fact that he goes to Town Hall at night and makes videos for posting on his Facebook page, talking about how corrupt Council is and various other things. He is unprofessional in that during meetings he does not address the Chair or speak through the Chair, and simply speaks when he wants to without waiting to be called upon. She also referred to Councillor Zebian putting a motion on Council’s agenda to seek her resignation. During Council meetings, when she has told Councillor Zebian he was out of order, he has responded that he was not out of order and continued speaking. Finally, she stated that Councillor Zebian had a general lack of care and concern for decorum in the Council chamber.

- (h) Complaint: “Mayor Snow also accused me of breeching [sic] the sanctity of the chamber.”

Statement: In her statement to Council, Mayor Snow stated, “He has further breached the sanctity of this Chamber using it as a platform for his video series criticizing and demeaning Council for its democratic and legal actions.”

Mayor Snow’s interview: During her interview, Mayor Snow stated that she was referring to a series of videos that Councillor Zebian made in Council chambers in the evenings, which he then posted to Facebook to make them available to the public. She said that typically during these videos Councillor Zebian was talking about a decision made by Council that was not to his liking, but despite it being a decision of Council, he does not realize that it is the job of all Councillors to support a decision once it has been made.

V. Applicable Code of Conduct provisions

13. There are several provisions in the Code of Conduct that arguably may have some connection to Mayor Snow's statement and the complaint. The most applicable provisions are contained in Appendix One of this report for convenient reference.

VI. Analysis

14. There is significant overlap and duplication in the provisions of the Code of Conduct. For example:
- (a) Section 4.6.13 states that Councillors have a duty to not make personal comments about other Council members, and specifically not to make derogatory comments about them. Section 4.7.4 states that members shall avoid personal comments that could offend other Council members during Council meetings. Section 4.7.2 also states that Council members should not make personal comments.
 - (b) Section 4.7.2 also states that Council members should not make belligerent, impertinent, slanderous, threatening, abusive, or disparaging comments. This is very similar to Section 2.2.2, the definition of "Harassment", which states that harassment includes any comment that would demean, belittle, intimidate, threaten, distress, humiliate or embarrass another person.
15. In my opinion, a number of comments in Mayor Snow's statement contravened the Code of Conduct. This does not mean that Mayor Snow's comments were inaccurate or untrue; I have not investigated the veracity or accuracy of her comments, and in any event some of her comments are simply expressions of her opinion, which one may or may not agree with. Under the wording in the Code of Conduct, comments can contravene the Code whether those comments are true and accurate or not.
16. Mayor Snow's statement at the February 28, 2022 Council meeting contravened the Code of Conduct as follows:
- (a) Harassment: "Harassment" is defined in Section 2.2 of the Code of Conduct and is prohibited under Section 4.5.3. The definition of harassment is broad and includes any comment by a person directed at and offensive to another person, and that the person knew or ought reasonably to have known would be unwelcome and cause offence or harm; would demean, belittle, intimidate, threaten, distress, humiliate or embarrass; or would affect a person's reputation.

Many of the comments in Mayor Snow's statement would meet at least some of the criteria of harassment. For example, the statement that Councillor Zebian perpetuates a false narrative, that he attempted to coerce Council's decisions through verbal and email threats, and that his behaviour was disgraceful,

unprofessional and childish, were demeaning and belittling and could have affected Councillor Zebian's reputation. These comments were also clearly unwelcome and caused offence, and Mayor Snow knew or ought reasonably to have known this was the case. In her interview, Mayor Snow agreed that elements of her statement would be unwelcome and would demean and belittle Councillor Zebian, two criteria contained in the definition of harassment.

- (b) Dignity, understanding and respect: Section 4.5.3 of the Code of Conduct requires that members of Council treat others with dignity, understanding and respect. Mayor Snow's statement was not respectful of Councillor Zebian. Mayor Snow acknowledged this in her interview.
- (c) Personal and derogatory comments: Section 4.6.13 states that Council members have a duty not to make personal comments about other Council members or to make derogatory comments about other Council members, their opinions and actions. Some of the comments by Mayor Snow were personal in nature, such as her statement that Councillor Zebian's behaviour was disgraceful, unprofessional and childish. This statement was a derogatory comment about Councillor Zebian's actions.
- (d) Respect, kindness, consideration and courtesy: Section 4.6.15 states that Council members are to fully participate in Town Council meetings while demonstrating respect, kindness, consideration and courtesy to others. As stated above, Mayor Snow's comments did not demonstrate respect for Councillor Zebian, nor did they demonstrate kindness.
- (e) Civility, professionalism, and decorum during Council meetings: Section 4.7.2 requires that Council members practice civility, professionalism and decorum in discussions and debate, and that Council members not make belligerent, personal, impertinent, slanderous, threatening, abusive or disparaging comments.

Several of the comments in Mayor Snow's statement were disparaging and personal, and therefore a violation of Section 4.7.2. However, in my view the statement did not reach the threshold of belligerent, threatening or abusive. Her comments, while disparaging and showing a lack of respect for Councillor Zebian were primarily aimed at specific actions and behaviour of Councillor Zebian, rather than his character, and her language was not inflammatory or belligerent.

I do not make any finding or comment as to whether any of Mayor Snow's comments were slanderous, since slander is a complex legal concept requiring considerable information which I have not obtained and analysis which I have not undertaken.

- (f) Personal comments that could offend: Section 4.7.4 again contains a requirement that Council members shall avoid personal comments that could offend other Council members during meetings. As stated above, some of Mayor Snow's comments in her statement were personal comments about Councillor Zebian that could have offended him.

Note that Section 4.7.4 states that if a Council member is offended by the remarks of another member, the offended member should call for a "point of personal privilege" that challenges the other Council member to justify or apologize for their language. Councillor Zebian may not have been aware of this provision in the Code of Conduct at the time Mayor Snow made her statement, but in the future I suggest that in the future Council members consider calling for a "point of personal privilege" pursuant to Section 4.7.4 if they are offended by another member's comments during a Council meeting, as an alternative to making a complaint under the Code of Conduct.

VII. Severity of the contraventions of the Code of Conduct

17. I have not been asked to make recommendations as to corrective actions or other consequences for Mayor Snow as a result of any contraventions of the Code of Conduct and am not providing any such recommendations. However, I make the following comments on the severity of Mayor Snow's contraventions of the Code, which in my view should be considerations in assessing any corrective action or other consequences.
18. Mayor Snow was clear in her interview that she believes the comments in her statement to be true. As stated earlier in this report, I have not investigated the veracity or accuracy of Mayor Snow's comments in her statement. Mayor Snow's belief in the truth of her statement does not excuse her comments under the Code of Conduct. However, it is relevant in assessing the severity of the violation that Mayor Snow apparently made her statement with a good faith belief that her comments were true and accurate, and not with a malicious intent to groundlessly attack Councillor Zebian. Her belief in the truth of her statement is a factor to be considered in assessing the consequences for her breach of the Code of Conduct.
19. In her interview with me, Mayor Snow stated that her statement at the February 28, 2022 Council meeting was prompted by ongoing comments and attacks by Councillor Zebian against her and other members of Council in Facebook posts and Council meetings. I received copies of a number of Facebook posts by Councillor Zebian as examples. Mayor Snow stated that she made her statement out of frustration with Councillor Zebian's actions and a desire to correct inaccuracies in the information he was presenting. Mayor Snow's frustration with Councillor Zebian and her motivation for making her statement are not justification for her breach of the Code of Conduct. However, the context and circumstances leading up to her statement are also factors to be considered in assessing the severity of the Code of Conduct breach.

VIII. Conclusion

20. Mayor Snow violated a number of provisions in the Code of Conduct in her statement at the Council meeting on February 28, 2022. Some of her comments fit within the definition of harassment in the Code of Conduct. Her comments were personal in nature, not respectful and were derogatory toward Councillor Zebian.
21. The severity of Mayor Snow's breaches of the Code of Conduct is mitigated by her belief that her statement was true and accurate; the background of public criticism and allegations by Councillor Zebian against her; and by her motivation in attempting to correct what she believed to be inaccuracies in the information Councillor Zebian was providing to the public.

Dated December 15, 2022.

BURCHELL MACDOUGALL LLP



Charles Thompson

Appendix One – Excerpts from Code of Conduct

2.2 **Harassment:** Harassment is any behaviour, act, conduct or comment, whether sexual in nature or not, whether occurring on a one-time or recurring basis, by a person to whom this policy applies, directed at and offensive to another person, and that the person knew or ought reasonably to have known:

2.2.1 would be unwelcome and cause offence or harm;

2.2.2 would demean, belittle, intimidate, threaten, distress, humiliate or embarrass;

2.2.3 would affect a person's reputation;

2.2.4 would endanger a person's job, undermine job performance, threaten economic livelihood or interfere with one's career;

2.2.5 would be discrimination on account of one or more factors listed in the Human Rights Act;

2.2.6 would be bullying as defined under the Education Act; or

2.2.7 would be cyberbullying as defined under the Cyber-safety Act or under another Act.

4.5 In regards to Council conduct members shall:

[...]

4.5.3 treat every person, including other Members, corporate employees, individuals providing services on a contract for service, and the public with dignity, understanding and respect and ensure that their work environment is free from discrimination, bullying and harassment. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations;

4.6 Council members are responsible for the following duties:

[...]

4.6.13 to not make personal comments about other Council members. It is acceptable to publicly disagree about an issue but it is unacceptable to make derogatory comments about other Council members, their opinions and actions;

[...]

4.6.15 to fully participate in Town Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others;

4.7 Conduct at meetings, members shall:

[...]

4.7.2 practice civility, professionalism and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be

tolerated. Council members should conduct themselves in a professional manner in all times, including dress;

[...]

4.7.4 avoid personal comments that could offend other Council members. If a Council member is personally offended by the remarks of another Council member, the offended Council member should make notes of the actual words used and call for a “point of personal privilege” that challenges the other Council member to justify or apologize for the language used;

4.13 Code Infractions and Discreditable Conduct

[...]

4.13.4 All Members have a duty to treat the public, one another and employees appropriately and without abuse, bullying or intimidation. All Members shall ensure that the work environment is free from discrimination and of personal and sexual harassment. The NS Human Rights Act applies, as do Town policies in this regard.

Schedule "A"



Town of Kentville
Code of Conduct Breach Report

I, Councillor Andrew Zebian do solemnly swear that the contents of the following report as written are true and correct.

Civic Address: 64 Webster St Kentville NS

Mailing Address (if different from above): _____

I have reasonable and probable ground to believe that Mayor Sandra Snow, member of Council with the Town of Kentville Council, has contravened Policy Statement G16, the Code of Conduct for Councillors.

Signature:  Date of Report: March 8/2022

Classification: _____Physical Verbal Psychological _____Financial

Witness(es): Council/Staff/Recorded Council Meeting (February 28th, 2022)

Where did the event(s) take place?

- Council meeting
- Committee meeting
- Council-related event/meeting
- At the following address/business _____
- Other: _____
- Town-related event/meeting
- At a family event
- At a community event
- Via email
- On social media

Description of events/activities/behaviour (who, what, where, when, how, etc):
At the February 28th / 2022 Council Meeting, Mayor Snow decided to present a statement to the Citizens

Please see Note Below;

I have attached additional page(s) Yes No I have attached additional evidence Yes No

Information collected on this report is collected under the authority of Policy Statement G16: Code of Conduct for Councillors, section 4.14.

This report was received by _____ Date: _____

Office Use Only:

File number: _____ First Authority: Town Hall Police/RCMP Human Rights Commission

Reviewed by: _____ Date: _____



Additional Notes:

Mayor Snow began her comments specifically directed at me at the 1 hour and 29 minute mark into the Council meeting and continued for over 2 minutes.

The first comment that Mayor Snow made about me stated that a "member of this Council without respect to the oath of office, continues to perpetuate a false narrative". In these very serious allegations, Mayor Snow is disparaging me, insulting my character and insinuating that I have not been honest. Mayor Snow also identified me as sitting on the Audit Committee as I am the only male Councilor on this Committee. Mayor Snow also accused me of coercing Council's decisions through verbal and email threats. This is not accurate and this false information by Mayor Snow is insulting and slanderous. Mayor Snow also accused me of seeking dismissal of Members of Council from their employment. This is fabricated information. Mayor Snow also accused me of having nuisance lawsuits. This comment was also inappropriate and degrading to my character. Mayor Snow then went on to discuss the Robinson Property and presented incorrect information to the Public. The Robinson Property has nothing to do with my ability to serve on Council and it was out of line. Furthermore, it is very inappropriate to talk ill of a Developer.

Mayor Snow called my behaviour disgraceful, unprofessional and childish. Mayor Snow also said that I did not adhere to the rules of order and created a malstrom for each Council meeting. Mayor Snow also accused me of breaching the sanctity of the chamber.

Mayor Snow has attempted to damage my reputation and character and breached the Code of Conduct severely multiple times. This behaviour is unacceptable.

Schedule "B"

Transcript:

Deputy Mayor (DM)

Mayor Snow (MS)

DM	Mayor Snow you have the floor
MS	<p>Thank you Madam Chair.</p> <p>Rather than present my report this evening I will make a statement to the citizens of Kentville. Originally this statement was planned for September and October of 2021, however, it was requested that I delay to engage in training and potential mediation. As evidenced by the ongoing social media posts and emails against this Council it seems that the delay has in fact given more fuel to the fire. I will address the concerns raised in this Chamber over the events of July, August and September of 2020. The decisions taken that summer were decisions of Council whether or not we all agreed with the decisions it was and continues to be our sworn duty to uphold those decisions. The Council of the day may not have done all the right things but we did do the right things with the guidance of our solicitors. We would not have been in this position if a member of our Council had not chosen to leave a closed session on July 27th and discuss the decisions with staff. This action precipitated a whole host of events including the 11th hour letter detailing the unsubstantiated allegations. This was not the Councillor's first or last transgression of the sanctity of a closed session.</p> <p>The Council quickly moved to hire an interim CAO whose primary task was to ensure the health and welfare of staff and further to ensure that the Town of Kentville workplace was safe. We tasked our solicitor with hiring an HR firm to conduct a full investigation and review the allegations. The Town of Kentville's HR lawyer was engaged to negotiate a settlement with the departing member of staff. The subsequent settlement and all related correspondence was sealed under a non-disclosure agreement initiated by the former staff member not the Council. The</p>

former Council and members of Town's hall staff were required to sign the agreement however the letter was shared without discretion for its ongoing harm.

The efforts to peddle this letter to of unknown origins or provenance across the province through Facebook, Frank Magazine, Saltwire Network and CBC have made a mockery of due process all the while purporting to have the best interest of staff in place. This matter has been resolved. A full investigation of the allegations was conducted, the Town was provided with the legal opinion, legal fees were reported and the severance package was consistent with the labour market. This is a closed matter and further inquiries and correspondence will be forwarded directly to our solicitor.

A member of this Council with respect, without respect the legal framework or oath we took as elected officials has created and continues to perpetuate a false near narrative. He has called Council corrupt and wasteful of revenue. The facts and audited financial statements do not support his claim and it should be noted that he is a member of the Audit Committee and he voted to recommend those statements to Council and subsequently voted to adopt the statements by Council. The audited statements are currently available for all to review and question on the Town of Kentville website. His social media posts have incited a stream of hate towards members of this Council in so much as members have been verbally assaulted while out with their family and received hateful voicemail and social media messaging. His ongoing actions and behaviors are an attempt to coerce our decisions our decision-making and votes through verbal and email threats, slanderous statements, and going so far as to seek his retribution through calls for dismissal of members from their employment and nuisance lawsuits.

The buyback decision of the former Robinson property has exacerbated this action towards this Council and is unwarranted as the developer failed to meet any and all of the contractual milestones in the sales agreement. The Council has been more than patient and accommodating despite the declared and continued conflict of

interest in this matter. His actions and behaviours in this Chamber have been disgraceful, unprofessional and childish. His lack of adherence to the rules of order has created a maelstrom for each Council meeting and has warranted the necessary and consulted changes to procedure. He has further breached the sanctity of this Chamber using it as a platform for his video series criticizing and demeaning Council for its democratic and legal actions.

Members of this Council have collaborated to pursue my removal from office through any means. However, I will state for the record I am the mayor of Kentville and I will not resign my position. My record speaks for itself. I have been your faithful servant. I have not deviated from my commitment to you or to transparency of business of this Council. However, personal legal and land matters are provided a degree of confidentiality and in those matters I will defer to the legal framework and not curiosity.

I have a sworn duty to uphold the laws of this country and further the legal framework as an elected municipal official in nova scotia. I hold that duty with honour and integrity. I have committed to you the citizens of Kentville annually since October of 2016 to carry out my duties faithfully and fulfill the responsibilities of my office. I am bound by rules to uphold the decisions of Council whether I support them or not as once the motion is on the floor it becomes the work of Council and the outcome or decision becomes all of ours. I hold with integrity and knowledge of right that what we have discussed in a closed session was within the legal framework afforded by the MGA and that the discussion is confidential and not for public distribution.

The Town of Kentville is one of the most progressive towns in Nova Scotia. We have two major plans in place with both federal and provincial funding. We are on the cusp of opening up a corridor of opportunity with more shared funding. We have seen growth in population and prosperity. Our downtown is vibrant and a destination for all. Developers are buying and building with confidence. There's

	<p>more to do and the noise and rhetoric perpetuated by a member of this Council and his accomplice are taking away from the good work we should be doing. As the legislated spokesperson for this Council I recommit our efforts to work for Kentville towards a better future for all of our citizens away from, and despite, the fury of social media. Thank you.</p> <p>Thank you Deputy Mayor.</p>
DM	<p>Thank you your worship.</p>

Schedule "C"



TOWN OF KENTVILLE POLICY STATEMENT G16 CODE OF CONDUCT FOR ELECTED OFFICIALS

1.0 PURPOSE

1.1 The purpose of this policy is to establish guidelines for the ethical and inter-personal conduct of Members of Council. The Council is answerable to the community through democratic processes and this code will assist in providing for the good governance of the Town of Kentville.

2.0 DEFINITIONS

2.1 **Member:** Council Members are elected officials of the Town of Kentville. Members may also refer to any member of the public who is assigned to a Town of Kentville committee. Members are agents of the public whose primary objective is to address the needs of the citizens.

2.2 **Harassment:** Harassment is any behaviour, act, conduct or comment, whether sexual in nature or not, whether occurring on a one-time or recurring basis, by a person to whom this policy applies, directed at and offensive to another person, and that the person knew or ought reasonably to have known:

- 2.2.1 would be unwelcome and cause offence or harm;
- 2.2.2 would demean, belittle, intimidate, threaten, distress, humiliate or embarrass;
- 2.2.3 would affect a person's reputation;
- 2.2.4 would endanger a person's job, undermine job performance, threaten economic livelihood or interfere with one's career;
- 2.2.5 would be discrimination on account of one or more factors listed in the *Human Rights Act*;
- 2.2.6 would be bullying as defined under the *Education Act*; or
- 2.2.7 would be cyberbullying as defined under the *Cyber-safety Act* or under another Act.

2.3 Communication: Social Media, Verbal, Electronic, Paper and/or Telephone

3.0 SCOPE

3.1 The public expects the highest standards of professional conduct from members elected to local government. This policy applies to all elected officials of the Town of Kentville and Town of Kentville appointed Citizen Committee Members. This policy does not apply to debate and council proceedings.

4.0 PROCEDURES

4.1 Members are agents of the public whose primary objective is to address the needs of the citizens. As such, they are entrusted with upholding and adhering to the bylaws of

the town as well as the applicable provincial and federal laws. As public servants, members must observe a high standard of morality in the conduct of their official duties and faithfully fulfill the responsibilities of their offices, regardless of their personal or financial interests. Council members will endeavor to make educated decisions, by gathering information from other council members, and when applicable, from individuals or groups.

4.2 All Members recognize the responsibility of the Mayor to accurately communicate the decisions of Council, even if they disagree with such decisions, such that respect for the decision-making process of Council is fostered.

4.3 Members are committed to making decisions impartially and in the best interests of the town and recognize the importance of fully observing the requirement of the Municipal Conflict of Interest Act, R.S.N.S. 1989, c. 299 with regard to the disclosure and avoidance of conflicts of interest. Council members will be cognizant of issues involving a Conflict of Interest (either direct or indirect), and will declare such Conflicts of Interest when they occur.

4.4 Council members seeking information from staff, will do so through the office of the Chief Administrative Officer (CAO).

4.5 In regards to Council conduct members shall:

- 4.5.1 uphold the law and the code of conduct at all times. Where there is any conflict between the Code of Conduct and the requirements of any statute of the provincial or federal government, provincial or federal statutes shall take precedence;
- 4.5.2 seek to advance the common good of the Town as a whole while conscientiously representing the communities they serve;
- 4.5.3 treat every person, including other Members, corporate employees, individuals providing services on a contract for service, and the public with dignity, understanding and respect and ensure that their work environment is free from discrimination, bullying and harassment. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations;
- 4.5.4 perform the functions of office truly, faithfully and impartially to the best of their knowledge and ability in accordance with the following core values:
 - integrity – giving the town’s interests absolute priority over private individual interests;
 - honesty – being truthful and open;
 - objectivity – making decisions based on careful and fair analysis of the facts;
 - accountability – being accountable to each other and the public for decisions taken; and
 - leadership – confronting challenges and providing direction on the issues of the day.

4.5.5 uphold this Code as a means of promoting the standards of behavior expected of Members and enhancing the credibility and integrity of Council in the broader community.

4.6 Council members are responsible for the following duties:

4.6.1 to represent the public and to consider the well-being and interests of the municipality;

4.6.2 to develop and evaluate the policies and programs of the municipality;

4.6.3 to determine which services the municipality provides;

4.6.4 to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of council;

4.6.5 to ensure the accountability and transparency of the governance and operations of the municipality, including the activities of the senior management of the municipality;

4.6.6 to maintain the financial integrity of the municipality;

4.6.7 to carry out the duties of council under this or any other act;

4.6.8 to review the Town's Code of Conduct as required and make any amendments considered appropriate. Members acknowledge the importance of the principles contained in this Code which will be self-regulated by Council. Councillors are required to sign a "Statement of Commitment to the Code" (Attachment A) within seven (7) days of taking the Councillors' oath pursuant to section 147 of the Municipal Elections Act, R.S.N.S 1989, c. 300. Thereafter, members shall review the Code semi-annually (May and November) and recommit to the code;

4.6.9 to review, consider or take other action concerning any violation of the Code of Conduct which is referred to Council for consideration;

4.6.10 to observe a high standard of professionalism when representing the Town and in their dealings with members of the broader community;

4.6.11 to practice good governance and ensure that decisions are taken in the best interests of all stakeholders and to enable the Town to function as a good corporate citizen. Schedule A Decision Making by Council is provided as an Aide-Memoire;

4.6.12 to recognize the importance of working constructively with other levels of government and organizations in Nova Scotia and beyond to achieve the goals of the Town;

- 4.6.13 to not make personal comments about other Council members. It is acceptable to publicly disagree about an issue but it is unacceptable to make derogatory comments about other Council members, their opinions and actions;
 - 4.6.14 to attend all scheduled Town Council meetings and assigned Committee meetings;
 - 4.6.15 to fully participate in Town Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others;
 - 4.6.16 to prepare in advance of meetings and be familiar with issues on the agenda;
 - 4.6.17 to represent the Town at ceremonial functions at the request of the Mayor;
 - 4.6.18 to be respectful of other people's time;
 - 4.6.19 to stay focused and act efficiently during public meetings;
 - 4.6.20 to serve as a model of leadership and civility to the community;
 - 4.6.21 to inspire public confidence;
 - 4.6.22 to demonstrate honesty and integrity in every action and statement;
 - 4.6.23 to participate in scheduled activities: and
 - 4.6.24 to provide contact information with the Town Clerk/CAO in case of an emergency or an urgent situation arises while the Council member is out of town.
- 4.7 Conduct at meetings, members shall:
- 4.7.1 respect the chair, colleagues, staff and members of the public present during council meetings or other proceedings of the municipality. Meetings shall provide an environment for transparent and healthy debate on matters requiring decision-making. Council members will abide by the majority decisions of council;
 - 4.7.2 practice civility, professionalism and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. Council members should conduct themselves in a professional manner in all times, including dress;
 - 4.7.3 will share any record in their possession that may be of value to other members in the performance of their duties, as deemed appropriate.

- 4.7.4 avoid personal comments that could offend other Council members. If a Council member is personally offended by the remarks of another Council member, the offended Council member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Council member to justify or apologize for the language used;
- 4.7.5 not overtly or implicitly promise Council action, or to promise Town Staff will do something (i.e. fix a pothole, remove a library book, plant new flowers, etc). Council members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet & talk with constituents in the community;
- 4.7.6 not grant any special consideration, treatment, or advantage to any citizen or group of citizens beyond that which is accorded to all citizens; and
- 4.7.7 not disclose or release to any member of the public any confidential information acquired by virtue of their office, in either oral or written form except when required by law or authorized by the municipality to do so. Nor shall Members use confidential information for personal or private gain, or for the gain of relatives or any person or corporation. Council members will not disclose information which has been shared in confidentiality. (i.e. closed sessions).

4.8 Communications

- 4.8.1 Town letterhead may be used when the Council member is representing the Town and the Town's official position. A copy of official correspondence must be given to the Town Clerk/CAO to be filed as part of the permanent public record.
- 4.8.2 Members should be aware that private conversations can have a public presence. Members are always on display. Your actions, mannerisms, and language are monitored by citizens. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meeting noted.
- 4.8.3 Members should be aware of the insecurity of written notes, voicemail messages, and email. Technology allows words written or said without much forethought to be distributed wide and far. What would happen if this email message was forwarded to others? Written notes, voicemail messages and email should be treated as potentially "public" communication.
- 4.8.4 Social media may include but not limited to Facebook, Twitter, Google+, MSN, and others and are a great tool and avenue to communicate and interact with citizens. While in meetings of council, at no time should a Member be communicating via these means. Outside of such, a member should be clear about whether their comments represent the official Town position or a personal viewpoint as well as remain respectful toward other

members, staff and citizens. Words should be chosen carefully and cautiously as comments can be taken out of context and cause problems.

4.9 Expenses

- 4.9.1 Members shall adhere to and comply with the provisions of the Council Expense Policy, the Hospitality Policy, and any other relevant policies.
- 4.9.2 Members are responsible and accountable for all expenses reported and reimbursed.
- 4.9.3 All expenses shall be reported. Only necessary, actual and reasonable travel expenses incurred by a member for the purpose of conducting Town of Kentville business as reported and approved in accordance with the provisions of the policy will be reported and reimbursed.

4.10 Gifts and Benefits

- 4.10.1 Members shall not show favoritism or bias toward any vendor, contractor or others doing business within the town. Members are prohibited from accepting gifts or favors from any vendor, contractor or others doing business with the Town personally, or through a family member or friend, which could give rise to a reasonable suspicion of influence to show favour or disadvantage to any individual or organization.
- 4.10.2 Members shall not make or accept political contributions in the conduct of their duties.
- 4.10.3 For these purposes, a fee or advance, gift or benefit provided with the Member's knowledge to a Member's spouse, child, parent, brother, sister, father-in-law, mother-in-law, sister-in-law and brother-in-law or to a Member's staff that is connected directly or indirectly to the performance of the Member's duties is deemed to be a gift to that Member.
- 4.10.4 No Member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties of office, unless permitted by the exceptions listed below:
 - 4.10.4.1 Compensation or benefit authorized by Council;
 - 4.10.4.2 Such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
 - 4.10.4.3 Services provided without compensation by persons volunteering their time;
 - 4.10.4.4 A suitable memento of a function honouring the Member;
 - 4.10.4.5 Food, lodging, transportation and entertainment provided by provincial, regional and local governments or political subdivisions of them, by the federal government or by a foreign government within a foreign country;
 - 4.10.4.6 Food and beverages consumed at banquets, receptions or similar events, if attendance serves a legitimate business purpose. The person extending the invitation or a representative of the

- organization is in attendance. The value is reasonable and the invitations infrequent; and
- 4.10.4.7 Communication to the offices of a Member, including unpaid subscriptions to newspapers and periodicals.
- 4.10.5 Except in the case of category 4.10.4.1 or 4.10.4.5, a Member may not accept a single gift or benefit worth in excess of \$250 or gifts and benefits from one source during a calendar year worth in excess of \$500.
- 4.10.6 If the value of the single gift or benefit exceeds \$250 or if the total value received from any one source during the course of a calendar year exceeds \$500, the Member shall file a Disclosure Statement with the CAO. The disclosure statement must indicate:
- 4.10.6.1 The nature of the gift or benefit;
 - 4.10.6.2 Its source and date of receipt;
 - 4.10.6.3 The circumstances under which it was given or received;
 - 4.10.6.4 Its estimated value;
 - 4.10.6.5 What the recipient intends to do with any gift; and
 - 4.10.6.6 Whether any gift, will at any point, be left with the Town.
- 4.10.7 A disclosure statement must be filed even if the gift or benefit is immediately returned. All disclosure statements will be a matter of public record.
- 4.10.8 On receiving a disclosure statement, the CAO shall examine it to ascertain whether the receipt of the gift or benefit might, in the CAO's opinion, create a conflict between a private interest and the public duty of the Member. In the event that the CAO makes the preliminary determination that the receipt of the gift may create a conflict, they shall call upon the Member of Council to justify the receipt of the gift or benefit. Should the CAO determine that receipt was inappropriate, they may direct the Member to return the gift, reimburse the donor for the value of any gift or benefit already consumed, "request" or forfeit the gift or remit the value of any gift or benefit already consumed to the Town.
- 4.10.9 A list of gifts received shall be disclosed annually.
- 4.11 Use of Public Property
- 4.11.1 Members shall not request or permit the use of Town-owned vehicles, equipment, materials or property for personal convenience or profit, except where such privileges are granted to the general public.
 - 4.11.2 Members shall ensure that the business of the Town is conducted with efficiency and shall avoid waste, abuse and extravagance in the provision or use of Town resources.
- 4.12 Council Committees
- 4.12.1 Members of the public appointed to Council Committees are appointed at the pleasure of Council. They do not hold office nor do they represent a constituency within the community nor do they represent Council or the Council Committee unless mandated to do so.

- 4.12.2 Members of the public appointed to Council Committees must respect both the word and spirit of this Code as it applies to them and also as it applies to Members of Council.
- 4.12.3 Council Committees operate only within meetings for which proper notice has been given pursuant to a set agenda unless otherwise mandated by Council.
- 4.12.4 No Council Committee member may act beyond the mandate of the Council Committee granted by Council. They must not undertake site visits, direct discussions with residents, communication on social media, informal meetings or communications including emails except:
- As granted the right to do so by Council;
 - Pursuant to the duties of a Member of Council; or
 - Otherwise if required by law.
- 4.12.5 Council Committee Members acknowledge the importance of the principles contained in this Code which is regulated by Council. Council Committee Members are required to sign a “Statement of Commitment to the Code” annually while a member of a council committee.
- 4.13 Code Infractions and Discreditable Conduct
- 4.13.1 Council members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. Serious infractions of the Code of Conduct could lead to other sanctions as deemed appropriate by Council.
- 4.13.2 The Mayor should point out to the offending Council member, infractions of the Code of Conduct. If the offences continue, then the matter should be discussed in private with the offending councillor by the Mayor. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Deputy Mayor.
- 4.13.3 It is the responsibility of the Mayor to initiate action if a Council member’s behaviour may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.
- 4.13.4 All Members have a duty to treat the public, one another and employees appropriately and without abuse, bullying or intimidation. All Members shall ensure that the work environment is free from discrimination and of personal and sexual harassment. The NS Human Rights Act applies, as do Town policies in this regard.
- 4.13.5 Members shall abide by the provisions of the Human Rights Act, and, in doing so, shall treat every person, including other Members, employees, and individuals providing services on a contract for service, students on placements, and the public, with dignity, understanding and respect.

4.13.6 In accordance with the Human Rights Act, Members shall not discriminate against anyone on the basis of their race, ancestry, place of origin, colour, religion, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or disability. Even if a person does not clearly object to harassing behaviour, or if they appear to go along with it, it could still be considered harassment.

4.13.7 Harassment which occurs in the course of, or is related to, the performance of Official Duties by Members is subject to this Code. If an employee or a member of the public brings forward a harassment complaint against a Member, the complaints will be addressed in accordance with sections below.

4.14 Reporting Breaches

4.14.1 Persons who have reason to believe that this Code has been breached in any way are encouraged to bring their concerns forward. No adverse action shall be taken against any Member or Town employee, who, acting in good faith, brings forward such information.

4.15 Corrective Action

4.15.1 Any reported violation of the Code will be subject to investigation by the Mayor and Council. Violation of this Code by a Member may constitute a cause for corrective action. If an investigation finds a Member has breached a provision of the Code, Council may impose corrective action commensurate with the nature and severity of the breach, which may include a formal warning or reprimand to the Member. If violation of the Code of Conduct is outside of the observed behaviours by the Mayor or Council members, the alleged violation should be referred to the Mayor or CAO. The Mayor should ask the CAO and/or the Town solicitor to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full Council to consider in a public meeting; or forming a Council ad hoc subcommittee to review the allegation; the investigation and its findings, as well as to recommend sanction options for Council consideration.

4.16 Compliance with the Code of Conduct

4.16.1 Members of Council are accountable to the public through the four-year election process. Between elections they may, for example, become disqualified and lose their seat if convicted of an offence under the Criminal Code of Canada or for failing to declare a conflict of personal interest under the *Municipal Conflict of Interest Act*.

4.16.2 Members of Council who, without leave of the council, are absent from three consecutive regular meetings of the council shall thereby vacate the office, and the office shall be declared vacant by the council, whether or not the councillor has vacated the office. (Election act 18(6))

4.16.3 In addition to any other consequence imposed by law, Members found to have breached this Code may be subject to discipline, including:

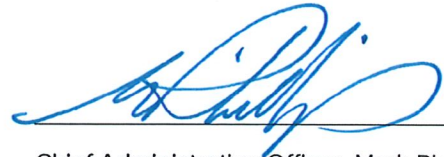
- Return of a gift or benefit;
- Removal from a committee;
- Loss of Committee Chair privileges;
- Request for written or public apology;
- Reprimand; or,
- Where applicable, suspension from travel, for a period of up to ninety (90) days.

5.0 ASSOCIATED DOCUMENTS

- 5.1 Schedule A: Decision Making
- 5.2 Schedule B: Statement of Commitment
- 5.3 Municipal Government Act
- 5.4 Municipal Conflict of Interest Act, R.S.N.S. 1989, c. 299
- 5.5 Municipal Elections Act, R.S.N.S 1989, c. 300 Section 147

6.0 POLICY REVISION HISTORY

Date Created: December 14, 2005
Revision: July 30, 2012
June 23, 2014
January 2017 (Reformatted)
February 27, 2017
April 24, 2017
October 30, 2017



Chief Administrative Officer, Mark Phillips

Schedule A: Decision Making by Council

Councillors assess every issue presented in council through the lenses of property, environment, economics, social, and public opinion before making a decision or recommendation for action. Council has the responsibility to research all lenses in order to make a balanced and respectful decision. Information on an issue can become heavily weighted around a single lens, leaving out other factors that will influence the community as a whole. Council strives to make recommendations that are balanced and unbiased, without emotion, which reflect all lenses, to protect the best interests of the Town of Kentville and the people it serves.

- **Property:** “something at the disposal of a person, a group of persons, or the community or public”.
Examples: single use, shared use, noise, beautification, traffic, zoning, regulations
- **Environment:** “the air, water, minerals, organisms, and all other external factors surrounding and affecting a given organism at any time”. Examples include regulatory requirements and land use.
- **Economic:** “pertaining to the production, distribution, and use of income, wealth, and commodities”.
Examples: cost savings or expense with decision, property taxation, spending in community, tourism, assessments, market impacts
- **Social:** “of or relating to human society”. Examples: Acceptance, limited available or benefit, values
- **Public Opinion:** “the collective opinion of many people on some issue, problem, etc., especially as a guide to action, decision, or the like”. Examples: feedback, communication, media, other municipal units
- **Other:** In some cases, other lenses may be required to fully understand an issue. Examples: chance of success, innovation.

GOAL: BALANCED DECISION MAKING

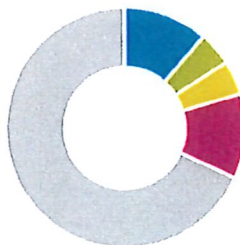
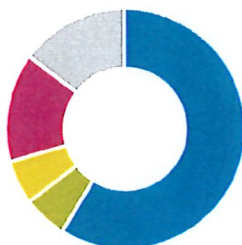


KEEP EMOTIONS OUT OF DECISION MAKING



ADHERE TO THE CODE OF ETHICS

UNBALANCED:



SKewed:



**Schedule B: STATEMENT OF COMMITMENT TO
TOWN OF KENTVILLE CODE OF CONDUCT**

I, xxx, Councillor have been entrusted to make decisions impartially and in the best interests of the Town of Kentville and to uphold the law. I declare that as a member of the Town of Kentville council, I commit to adhering to the Code of Conduct and to faithfully fulfill all of the responsibilities of my office.

Signed: _____

Declared this ____ day of _____

Before me: _____

Mark Phillips

Chief Administrative Officer

DRAFT



JOINT COUNCIL MEETING

Meeting Minutes: March 7, 2023

Online

1. CALL TO ORDER AND ROLL CALL

Mayor Sandra Snow called the meeting to order at 2:05 p.m. and that all members of Council were present: Mayor Sandra Snow, Councillor Craig Gerrard, Councillor Cathy Maxwell, Councillor Cate Savage and Councillor Gillian Yorke.

Staff in attendance included Chief Administrative Officer Dan Troke, Director of Parks and Recreation Rachel Bedingfield, Manager of Parks and Recreation Facilities Craig Langille and Recording Secretary Jennifer West.

REGRETS

None.

2. APPROVAL OF THE AGENDA

- a. Approval of Agenda

It was moved by Councillor Gillian Yorke and Councillor Cathy Maxwell

That the agenda of March 7, 2023 be approved.

MOTION CARRIED

3. NEW BUSINESS

Deputy CAO Rob Frost gave a review of the project, the needs analysis, costing, location considerations, operations and governance, and next steps. Moving forward, the existing Phase 1.5 will be shared using Wolfville Blooms to collect public feedback. Municipal units will need to decide on construction within 1-2 years.

Report available for more information

Discussion

- Phase 1.5 will take us to the decision point for proceeding with construction phase with some further information.

Joint Council Meeting Minutes, March 7, 2023

Pending Approval

Page 1

DRAFT

- Details of the financial share of each municipal unit will be determined at a later time. At that time, municipalities will determine how they will fund their share.
- The municipal units' communication teams will be sharing a press release about this project this week.

It was moved by Deputy Mayor Cate Savage and Councillor Cathy Maxwell

**That the Town of Kentville receive for information the public version of the Regional Recreation Centre Feasibility Study
And further direction to the CAO to include the matter on the March 13 2023 meeting agenda.**

MOTION CARRIED

9. ADJOURNMENT

The February 27, 2023 meeting of Council adjourned at 2:41 p.m.

MOTION CARRIED

Approved by CAO and Clerk Dan Troke



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

Withdrawal from Sanitary Sewer Depreciation Reserve

At the March 13, 2023 meeting of Council Advisory Committee, CAO Troke presented a request from the finance department that \$20,952.56 be withdrawn from the Sanitary Sewer Depreciation Reserve to support necessary equipment for the Braeside and MacDonald subdivision repair work.

Council Advisory Committee recommends

That Council approve a withdrawal of \$20,952.56 from the Town of Kentville Sanitary Sewer Depreciation Reserve.

March 27, 2023

This recommendation is based on discussion and or reports which are attached.



Memo

To: Dan Troke, CAO
 From: Robin Paish, Acting Director of Finance
 Date: March 8, 2023

Re: RESOLUTION- WITHDRAWAL- SAN SEWER DEPRECIATION RESERVE

The 2022/23 Sanitary Sewer Capital Budget provides for partial funding of capital acquisitions from the Sanitary Sewer Depreciation Reserve fund. One of the Capital Projects ran over the budgeted allocation requiring funding as noted below. In addition, a project was added as necessary equipment needed to be purchased. The details for the San Sewer Depreciation Reserve are as follows:

	PROJECT	BUDGET FROM SAN SEWER DEPRECIATION RESERVE	DRAWN	CURRENT DRAW
		\$	\$	\$
Sanitary Sewer	Braeside/MacDonald	100,000	100,000	11,840.16
	Pumps	-	-	9,112.40
			Total	<u>20,952.56</u>

The Sanitary Sewer Depreciation Reserve contains **\$191,209** and after the withdrawal, it will contain **\$170,256**.

RECOMMENDATION

I recommend to Council Advisory Committee that \$20,952.56 be withdrawn from the Sanitary Sewer Depreciation Reserve.



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

Withdrawal from Capital Reserve

At the March 13, 2023 meeting of Council Advisory Committee, CAO Troke presented a request from the finance department that \$86,181.34 be withdrawn from the Capital Reserve to support necessary equipment for Recreation, Transportation and Economic Development.

Council Advisory Committee recommends

That Council approve a withdrawal of \$86,181.34 from the Town of Kentville Capital Reserve – General Allocation.

March 27, 2023

This recommendation is based on discussion and or reports which are attached.



Memo

To: Dan Troke, CAO
 From: Robin Paish, Acting Director of Finance
 Date: March 8, 2023
 Re: **RESOLUTION- WITHDRAWAL- TOWN CAPITAL RESERVE- Draw # 3**

The 2022/23 Town Capital Budget provides for partial funding of capital acquisitions from the Town’s Capital Reserve fund. Some of the Capital Projects ran over the budget allocations requiring funding as noted below. A resolution of Council to withdraw funds is requested. The details for the Capital Reserve are as follows:

	PROJECT	BUDGET FROM CAPITAL RESERVE	DRAWN	DRAW #3
		\$	\$	\$
Transportation	Streets – Various	-	-	40,058.88
	Asset Management plan		3,000	4,785.60
Recreation	Equipment	96,000	96,000	19,406.19
Economic Development	Buildings – 66 Station Lane	20,000	20,000	10,404.29
	Downtown Lighting	8,000	8,000	11,526.38
			Total Draw #3	<u>86,181.34</u>

The Town of Kentville Capital Reserve- General Allocation contains **\$1,683,560** and after the withdrawal, it will contain **\$1,597,379**.

RECOMMENDATION

I recommend to Council Advisory Committee that the attached resolution be approved for a withdrawal of \$86,181.34 from the Town of Kentville Capital Reserve- General Allocation.



RESOLUTION

WITHDRAWAL FROM TOWN OF KENTVILLE CAPITAL RESERVE

- 2022/2023 CAPITAL ACQUISITIONS

WHEREAS S.99 (1) of the Municipal Government Act allows a municipality to maintain a capital reserve fund for purposes determined by S.S. (4) and withdrawals from the Town of Kentville Capital Reserve are authorized by a resolution of Council;

THEREFORE, BE IT RESOLVED by the Council of the Town of Kentville that a withdrawal from the Town of Kentville Capital Reserve is authorized in the amount of **\$86,181.34** to fund capital acquisitions for the 2022/2023 capital program.

THIS IS TO CERTIFY that the foregoing resolution was passed at a duly called meeting of the Town Council held on the day of
AD 2023.

GIVEN under the hand of the Town Clerk and under the corporate seal of the Town of Kentville this day of AD 2023.

Dan Troke, Town Clerk



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

Blanket Withdrawal, Operating Reserve

At the March 13, 2023 meeting of Council Advisory Committee, CAO Troke presented a request from the finance department that Council pre-approve a blanket resolution for a possible withdrawal from the Town's Operating Reserve in the amount of any current operating deficit, should one occur at March 31, 2023.

Council Advisory Committee recommends

That Council approve a blanket resolution for a possible withdrawal from the Town of Kentville Operating Reserve in the amount of any current operating deficit, should one occur at March 31, 2023, after all year-end transactions are quantified. These funds would be transacted only if the town was facing a current operating deficit end-of-year.

March 27, 2023

This recommendation is based on discussion and or reports which are attached.



Memo

To: Dan Troke, CAO

From: Robin Paish, Acting Director of Finance

Date: March 8, 2023

Re: **RESOLUTION- WITHDRAWAL- TOWN OF KENTVILLE OPERATING RESERVE**

This request is made to mitigate any Town of Kentville operating deficit position as at March 31, 2023. Finance is at the very beginning of the year-end process quantifying accruals and deferrals as they arrive. However, the final position of the Town Operating Fund will not be assured until early-to-mid June 2023.

If the Town Operating Fund is in a deficit position after the completion of the year-end process, this deficit figure must be the first line item in the 2023/2024 Town of Kentville Operating Budget, as municipalities are not permitted to carry deficit positions. An operating deficit position will also affect the Town's Financial Condition Index for the 2022/2023 year.

The Town can eliminate a potential year-end deficit by the passage of a "blanket" resolution which permits transfer of funds from the Town's Operating Reserve to offset a shortfall.

The Town's Operating Reserve Fund- General Allocation contains \$481,285 as at March 8, 2023.

RECOMMENDATION

I recommend to Council Advisory Committee to approve a blanket resolution for a possible withdrawal from the Town of Kentville Operating Reserve in the amount of any current operating deficit, should one occur at March 31, 2023, after all year-end transactions are quantified. These funds would be transacted only if the Town was facing a current operating deficit end-of-year.



RESOLUTION

WITHDRAWAL FROM TOWN OF KENTVILLE OPERATING RESERVE

2022/2023

WHEREAS S.99 (6) of the *Municipal Government Act* allows a municipality to maintain other reserve funds for purposes as the council may determine and withdrawals from the Town of Kentville Operating Reserve are authorized by a resolution of Council;

THEREFORE BE IT RESOLVED by the Council of the Town of Kentville that a withdrawal from the *Town of Kentville Operating Reserve* be authorized in the amount of a **current operating deficit**. This withdrawal will occur only if the Town is in an operating deficit position as at March 31, 2023, after all year-end transactions are quantified.

THIS IS TO CERTIFY that the foregoing resolution was passed at a duly called meeting of the Town Council held on the day of AD 2023.

GIVEN under the hand of the Town Clerk and under the corporate seal of the Town of Kentville this day of AD 2023.

Dan Troke, Town Clerk



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

Kentville Business Community Funding Agreement

At the March 13, 2023 meeting of Council Advisory Committee, CAO Troke reviewed the updated KBC funding agreement and the changes presented in this new version. This document will provide stable and predictable funding for this organization.

Council Advisory Committee recommends

That Council approve the three-year Kentville Business Community funding agreement as detailed in the attached funding agreement

And further, annual funding amounts will be established at the meeting of Council.

March 27, 2023

This recommendation is based on discussion and or reports which are attached.



3/9/2023

Chief Administrative Officer
Dan Troke
354 Main Street
Kentville, NS
B4N 1K6

902-679-2501
902-679-2375 (F)
dtroke@kentville.ca

RE: Kentville Business Community – Historical Funding Contributions

At a recent meeting of Town Council, Council requested that staff bring back a draft funding agreement for consideration, for the continued operation of Kentville Business Community (KBC).

This draft was created using previous agreements as a guide. The terms and language have been updated to align with the current priorities, deliverables, and programs of KBC as found in their strategic plan. This draft was created considering previous Council discussions and comments around reporting and financials, the addition of a council representative on the KBC board, and length of term.

The document looks at a three-year funding envelope, and includes at Councils request the provision of an additional one time payment on the front end to cover an amount owed (budgeted for but not dispersed) from a previous fiscal year. This agreement could be effective April 1, 2023, upon councils approval, and subject also to budget approval. It should be noted that Council may approve the agreement as a form, and approve the funding amounts separately as part of the budget process.

Respectfully Submitted,

Dan Troke

TOWN OF KENTVILLE – KENTVILLE DEVELOPMENT CORPORATION LTD.

FUNDING CONTRIBUTION AGREEMENT

2023-2024 / 2024-2025 / 2025-2026

THIS FUNDING CONTRIBUTION AGREEMENT is made as of this _____ day of March, 2023

BETWEEN: **TOWN OF KENTVILLE**
 (the “Town”)

AND: **KENTVILLE DEVELOPMENT CORPORATION LTD.**
 (“KDCL”)

Each is hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”

WHEREAS KDCL’s mission is to promote the growth and prosperity of the Town of Kentville so that it remains a growing, prosperous community with a vibrant business sector;

AND WHEREAS the Town wishes to support KDCL in the implementation and execution of its mission to preserve and grow the prosperity of the Town’s businesses and its residents;

AND WHEREAS the Town has agreed to allocate public funds to KDCL;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 Definitions

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

- (a) **“Agreement”** means this funding contribution agreement, including schedules, as may be amended from time to time.
- (b) **“Contract”** means an agreement between the KDCL and a Third Party whereby the latter agrees to supply a product or service to support KDCL’s undertaking of the Services in return for financial consideration.
- (c) **“Fiscal Year”** means the period beginning April 1 of a year and ending March 31 of the following year.
- (d) **“Services”** means the business improvement services, and all ancillary services related thereto, to be undertaken by KDCL in order to achieve its mission to promote the growth and prosperity in Kentville through business expansion, retention, and attraction, as more particularly described in **Schedule A**.

- (e) “**Term**” means the duration of this Agreement as set out in s. 1.3.
- (f) “**Third Party**” means any person or legal entity, other than a Party, who provides a product or service to KDCL in support of the implementation of the Services.

1.2 *Entire Agreement*

This Agreement comprises the entire agreement between the Town and KDCL. No prior document, negotiation, provision, undertaking or agreement in relation to the subject of the Agreement between the Town and KDCL has legal effect. No representation or warranty express, implied or otherwise, is made by the Town to KDCL except as expressly set out in this Agreement.

1.3 *Duration of Agreement*

This Agreement will be effective as of the date this Agreement is signed by the Parties (the “**Effective Date**”) and shall terminate on **March 31, 2026**, unless subject to early termination in accordance with the terms of this Agreement.

1.4 *Survival*

Despite Section 1.3, the Parties’ rights and obligations under Section 5.1 (Dispute Resolution); Section 8 (General); Section 6 (Reporting, Auditing and Evaluation) and Section 7 (Indemnification) and any other Section which is required to give effect to the termination or to its consequences will survive the expiry or early termination of this Agreement.

1.5 *Accounting Principles*

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada.

2. PURPOSE OF CONTRIBUTION

2.1 *Purpose*

The purpose of the Town’s contribution to KDCL is to provide funding to enable KDCL to provide the Services. No portion of the Funding Contribution (as defined herein) shall be used for any purpose other than the provision of the Services, as contemplated by this Agreement.

The Town hereby expressly acknowledges that KDCL may seek and obtain funding from Third Parties for projects that fall outside the scope of the Services.

3. OBLIGATIONS OF THE PARTIES

3.1 *Contribution by the Town*

- (a) The Town agrees, subject to the terms and conditions of this Agreement, to pay a

contribution to KDCL of **\$135,000.00** per Fiscal Year, subject to the adjustments contained in s.3.1(c) and s.3.1(f) hereunder (the “**Funding Contribution**”), during each of the three Fiscal Years commencing April 1, 2023 and ending March 31, 2026.

- (b) The Town agrees to remit the Funding Contribution to KDCL in two equal instalments per Fiscal Year:
 - (i) The first instalment shall be remitted no later than April 30 of each Fiscal Year (the “**First Instalment Date**”) and shall equal 50% of the Funding Contribution for that Fiscal Year.
 - (ii) The second instalment shall be remitted no later than October 30 of each Fiscal Year (the “**Second Instalment Date**”) and shall equal the remaining 50% of the confirmed Funding Contribution for that Fiscal Year.
- (c) The Funding Contribution shall increase by 2.5% in each Fiscal Year.
- (d) The Parties hereby acknowledge that the Funding Contribution may be derived from specific tax levies set by the Town, in its sole discretion.
- (e) Notwithstanding any other terms or provisions of this Agreement, the Town will not be required to disburse the Funding Contribution to KDCL in any Fiscal Year until 30 days following receipt by the Town of the Annual Progress Report required pursuant to subsection 6.1.
- (f) Notwithstanding clause 3.1(a), the Funding Contribution for Fiscal Year 2023-2024 shall be increased by **\$25,000.00** to a total of **\$160,000.00**. Notwithstanding clause 3.1(b), the first instalment paid for Fiscal Year 2023-2024 shall be in the amount of **\$92,500.00** and remitted by the Town to KDCL within fourteen (14) business days of the Effective Date of this Agreement; and the second instalment shall be in the amount of **\$67,500.00**.

3.2 Commitments by KDCL

- (a) KDCL agrees to coordinate with the Town to implement KDCL’s respective economic development initiatives.
- (b) KDCL agrees to perform the Services in a diligent, timely and professional manner and agrees that it shall not focus its resources on anything that is not directed at the execution of these Services without obtaining prior written consent from the Town.
- (c) KDCL agrees to perform the Services in order to provide economic leadership and deliver services that are intended to benefit business operators in the Town of Kentville. It hereby acknowledges that KDCL has no mandate in the areas of parks and recreation, municipal infrastructure, or community development and will not undertake initiatives targeted at those service areas unless permitted by the Town. For greater clarity, the Parties acknowledge that KDCL may partner with the Town in providing Services in the areas of parks and recreation, municipal infrastructure, or community development, but KDCL shall not take a leading role in providing Services in the foregoing stated areas unless consented to in writing by the Town.
- (d) KDCL agrees to permit a Town Councillor appointed by Council and a staff member appointed by the CAO to attend open meetings of KDCL’s Board of Directors to act as a conduit of information between the Town and KDCL, and to act as a resource in the hiring of KDCL’s staff.

3.3 *Protection Against Budget Discrepancies*

If, at any time during the Term of this Agreement, KDCL determines that it will not be possible to undertake the Services in a diligent, timely and professional manner unless it expends amounts in excess of the funding available to it, KDCL will immediately notify the Town of that determination.

If KDCL so notifies, KDCL will, within thirty (30) days of a request from the Town, provide a summary of the measures that KDCL proposes to remedy the shortfall. If the Town is not satisfied that the measures proposed will be adequate to remedy the shortfall, no further Funding Contributions shall be payable by the Town to KDCL until measures are proposed that, in the Town's sole discretion, will be adequate to remedy the shortfall.

3.4 *Decision-Making*

The Parties acknowledge that the Town's involvement with KDCL is limited to the obligations set out in this Agreement. The Town is neither a decision maker nor an advisor to KDCL.

4. TERMINATION

4.1 *Termination without Cause*

Notwithstanding s. 1.3 of this Agreement, either Party may terminate the Agreement prior to the expiry of the Term without cause upon twelve (12) months' written notice to the other Party.

4.2 *Termination with Cause*

In addition to each Party's right to terminate the Agreement under s. 4.1, the Town shall have the right to terminate the Agreement immediately upon serving a written declaration on KDCL that an Event of Default has occurred.

4.3 *Events of Default*

An Event of Default occurs if KDCL:

- (a) has submitted false or misleading information to the Town or made a false or misleading representation, except for an error in good faith, demonstration of which is incumbent on KDCL to the Town's satisfaction;
- (b) has not complied with any condition, undertaking or material term of this Agreement and written notice of the lack of compliance has been delivered by the Town to KDCL and:
 - (i) the noncompliance is not remedied within fifteen (15) days following the date the notice is received by KDCL; or
 - (ii) KDCL has not demonstrated to the Town's satisfaction that KDCL has taken such steps as are necessary to correct the noncompliance; or
 - (iii) KDCL does not provide a plan to the Town within fifteen (15) days following receipt of the notice of the lack of compliance, outlining how the noncompliance will be remedied as soon as is practicable and the Town does not confirm its

satisfaction (acting reasonably) with the plan within 15 days following receipt of the plan;

- (c) becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt and insolvent debtors, or goes into receivership or bankruptcy;
- (d) is wound up or dissolved; or
- (e) ceases *bona fide* operation for a period of ninety (90) consecutive days.

4.4 Remedies on Default

If the Town declares that an Event of Default has occurred, as an alternative to termination pursuant to subsection 4.2, the Town may exercise one or more of the following remedies:

- (a) suspend any obligation by the Town to contribute or continue to contribute funds to KDCL including any obligation to pay an amount owing prior to the date of such suspension to the extent that it relates to the Event of Default; and
- (b) require KDCL to reimburse the Town all or part of the contribution paid by the Town to KDCL to the extent that it relates to the Event of Default.

5. WAIVER

5.1 Waiver

A Party may waive any of its rights under this Agreement only in writing, and any tolerance or indulgence demonstrated by the Party will not constitute a waiver. Unless a waiver is executed in writing, the Party will be entitled to seek any remedy available under this Agreement or otherwise at law.

6. REPORTING

6.1 Reporting Procedures

KDCL shall provide an Annual Progress Report to the Town no later than March 31 of each year of this Agreement after 2023. The Annual Progress Report shall include the information described in **Schedule B** of this Agreement.

7. INDEMNIFICATION

7.1 KDCL Indemnification

KDCL agrees at all times to indemnify and save harmless the Town, its officers, servants, employees or agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) the performance of this Agreement or the breach of any term or condition of this Agreement by KDCL, its officers, employees and agents, or by a Third Party, its

- officers, employees, or agents;
- (b) any omission or other wilful or negligent act of KDCL or Third Party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the act or negligence of an officer, employee, or agent of the Town in the performance of his or her duties; and
 - (c) the entering into by KDCL or its servants, employees and agents of a loan, capital lease or other long-term obligation in relation to the Services subject to this Agreement;

7.2 *KDCL Representations and Warranties*

KDCL represents and warrants to the Town that:

- (a) KDCL is in good standing under the laws of the jurisdiction in which it is required to be registered;
- (b) KDCL has the requisite power (corporate and other) to own its assets and to carry on the activities as contemplated by the Agreement;
- (c) the execution and delivery of this Agreement by KDCL, and the carrying out by it of all of the activities as contemplated hereby by KDCL, have been duly authorized by all requisite corporate action;
- (d) KDCL has full power to execute and deliver this Agreement and to perform its obligations hereunder;
- (e) this Agreement constitutes a legally binding obligation of KDCL, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- (f) the execution and delivery of this Agreement and the performance by KDCL of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - (i) violate the provisions of KDCL's by-laws, any other corporate governance document subscribed to by KDCL or any resolution of KDCL;
 - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which KDCL is bound;
- (g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of KDCL, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect KDCL's ability to carry out the activities contemplated by this Agreement; and
- (h) that all information submitted to the Town by KDCL as set out in this Agreement is

true, accurate and was prepared in good faith and to the best of its ability, skill and judgment.

8. GENERAL

8.1 *No Agency*

No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between the Town and KDCL or between any Party and a Third Party.

8.2 *Assignment*

KDCL will not transfer or assign its rights or obligations under this Agreement without the prior written consent of the Town. Any attempt by KDCL to assign any of the rights, duties or obligations of this Agreement without the Town's express written consent is void.

8.3 *Counterpart Signature*

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

8.4 *Values and Ethics*

No person employed by the Town, a member of Town Council, or a member of the Board of KDCL, shall derive a direct benefit from this Agreement unless it is mutually agreed to by the Parties.

8.5 *Severability*

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

8.6 *Amendments*

This Agreement can only be amended in writing by the Parties.

8.7 *Notice Deemed Given*

Any notice, information or document provided for under this Agreement may be delivered or sent by letter, postage or other charges prepaid and will be deemed to have been delivered on receipt. A Party may change the address below by notifying the other Party in writing.

Any notice to the Town must be sent to:

Town of Kentville
Attn: Chief Administrative Officer
354 Main Street
Kentville, NS B4N 1K6

Any notice to KDCL must be sent to:

Kentville Development Corporation Ltd.
Attn: President / Chairperson
Registered Office, as it appears in the records of the Registry of Joint Stock Companies

Each Party may change the address that it has stipulated by notifying the other Party of the new address in writing.

8.8 *Governing Law*

This Agreement is governed by the laws applicable in the Province of Nova Scotia.

8.9 *Successors*

This Agreement is binding upon the Parties and their respective administrators and successors.

[Signature page follows]

SIGNATURES

This Agreement has been executed on behalf of the Town of Kentville by the Mayor and Chief Administrator Officer and on behalf of the Kentville Development Corporation Ltd. by its President.

TOWN OF KENTVILLE

KENTVILLE DEVELOPMENT CORPORATION LTD.

Name: Sandra Snow
Title: Mayor

Per: _____
Name:
Title:

I have authority to bind the corporation.

Name: Dan Troke
Title: Chief Administrative Officer

SCHEDULE A – SERVICES

1. Creating and implementing communication, advocacy and outreach programs so that KDCL may act as a conduit and representative for the Town's business community.
2. Providing assistance to the Town in creating better solutions for service delivery to local business providers.
3. Providing local area business marketing and promotion services.
4. Providing input to assist the Town in identifying priorities during the annual budget process.
5. Maintaining regular communications with the Town's Community Development Coordinator and Chief Administrative Officer on the status of KDCL's activity plans.
6. Updating and ongoing management of KDCL's strategic plan.
7. Collaborating with the Town on specific projects, as requested.
8. Partner with the Town to collect baseline data to better position KDCL and the Town to capitalize on opportunities and mitigate challenges.
9. Managing and maintaining a current website for KDCL.

SCHEDULE B – ANNUAL PROGRESS REPORT

The Annual Progress Report shall include:

- a. An introduction providing a general description of major achievements accomplished by KDCL to-date.
- b. KDCL's strategic plan.
- c. Detailed summary information on KDCL's progress, including status reports on all tasks and actions in KDCL's strategic plan.
- d. An update of qualitative and quantitative benefits along with results or successes achieved during the prior calendar year*.
- e. Any areas of concern or risk factors and proposed mitigation strategies affecting the schedule or the budget required by KDCL to undertake the Services.
- f. Board-approved annual financial statements for the preceding financial year.
- g. Board-approved budget for the current financial year.

*KDCL will ensure that appropriate data collection processes are in place to enable the capture and reporting of benefits;

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Name: Paula Huntley

Date: March 27/23

Date of Last Council Meeting Attended: February 27/23

Date of Last Council Advisory Meeting Attended: March 13/23

COMMITTEE MEETING ATTENDANCE AND SYNOPSIS

Date	Committee	Synopsis
March 6/23	Diversity Kings County	Agenda attached
March 13/23	CAC Meeting	Copy of Meeting on TOK Website
Feb 23/23	FCM-Atlantic Caucus Regional Meeting	Info attached
Feb 23/23	FCM-Standing Committee for Conference Planning	Info attached
March 7/23	FCM-Rural Forum	Info attached

TOWN OF KENTVILLE EVENT ATTENDANCE AND SYNOPSIS

Date	Event/Conference	Synopsis
March 4/23	Kentville Lions Breakfast	

MISC EVENTS

Date	Synopsis
Feb 23/23	EV Vehicles for Municipalities Webinar
Feb 27/23	Livable Cities Smart Sensors Technology- vendor met from NSFM Conference
Feb 27/23	PCN(Physician Community Navigator) discussion with Navigator on a sub member creation to help with future projects/events etc.



COUNCILOR REPORT

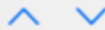
KENTVILLE TOWN COUNCIL

Feb 28/23	Valley REN Land & Asset Data Base presentation by GIS Web Tech
March 1/23	Call with Deputy Mayor
March 2/23	Attended Annapolis Valley Chamber of Commerce's AGM Meeting
March 6/23	Attended Rotary Luncheon -Guest Speaker Peter Gillis, ED with VCLA(Valley Learning Community Association)
March 9/23	Attended the Lions Hall Club Meeting -Guest Speaker Craig Gibson
March 10/23	Acadia's Dept of Community Development- approx. 24 of their students interviewed local residents, booked time interviews of which I was a part of and residents on the street going about their day. They did a community mapping survey to find out how people feel about Kentville.
March 20/23	KVFD-Kentville Fire Dept -Rate payers Meeting
On Going Communications	<ul style="list-style-type: none"> Resident concerns with the 3 way stops in their subdivisions, 1 sign hit and has disappeared with a substitute one there for now.
	<ul style="list-style-type: none"> Many questions around Council work-MacDougall Heights, PACE Program, Pickleball Facility inquiry

EXPENSES

	Year to Date
Feb cell bill \$26.67	\$5983.55 (info on TOK website with breakdown)

10:59



Thank you for your participation - FCM Committee of the Whole

The e-mail below is from an external source.
Please do not open attachments or click links
from an unknown or suspicious origin.

Hi Councillor Huntley,

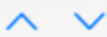
We are grateful for your participation as a member of FCM's Committee of the Whole. Standing committees and forums <<https://fcm.ca/en/about-fcm/board-directors/governance/standing-committees-and-forums>> exist to facilitate more detailed debate and provide the FCM board with recommendations on priority policy and program issues. These committees are comprised of both Board members and other non-Board municipal elected officials such as yourself. In particular, we want thank you for your presence and active participation in FCM's recent meetings as listed below.



10:59



Thank you for your parti...



Advocacy Days 2022 and Board meeting

- [Tuesday December 6](#)
- [Wednesday December 7](#)
- [Thursday December 8](#)
- Report to Council attached

Atlantic Regional Caucus

- Thursday February 23, 10:30am-12:30pm ET
- Minutes attached

Standing Committee on Conference Planning

- Thursday February 23, 3-4pm ET
- Short report attached

Rural Forum



10:59



Thank you for your parti...



Rural Forum

- Tuesday March 7, 1-3pm ET
- Short report attached

Committee of the Whole and Board Talks

- Wednesday March 8
 - o 9:30am-12pm ET
 - o 1-2:30pm ET

Board of Directors

- Thursday March 9
 - o 9:30am-12pm ET
 - o 1-3pm ET

Sincerely,
Mélissa

Mélissa Dubé | she/her/elle

Outreach and Engagement Advisor | Policy and
Public Affairs



- CONFIDENTIAL -

Committee and Forum Short Reports

BOARD OF DIRECTORS
FEDERATION OF CANADIAN MUNICIPALITIES

February 15-28, 2023 – Virtual Meetings

March 7-9, 2023 – Regional Municipality of Durham, ON

- REPORT OF THE MEETING OF THE NETWORK OF FRANCOPHONE MUNICIPALITIES
- REPORT OF THE MEETING OF THE STANDING COMMITTEE ON ANTI-RACISM AND EQUITY
- REPORT OF THE MEETING OF THE STANDING COMMITTEE ON COMMUNITY SAFETY AND CRIME
PREVENTION
- REPORT OF THE MEETING OF THE STANDING COMMITTEE ON CONFERENCE PLANNING
- REPORT OF THE MEETING OF THE ELECTION READINESS WORKING GROUP
- REPORT OF THE MEETING OF THE STANDING COMMITTEE ON ENVIRONMENTAL ISSUES AND
SUSTAINABLE DEVELOPMENT
- REPORT OF THE MEETING OF THE STANDING COMMITTEE ON MUNICIPAL FINANCE AND
INTERGOVERNMENTAL ARRANGEMENTS
- REPORT OF THE MEETING OF THE GOVERNANCE WORKING GROUP
- REPORT OF THE MEETING OF THE STANDING COMMITTEE ON INTERNATIONAL RELATIONS
- REPORT OF THE MEETING OF THE MEMBER RELATIONS COMMITTEE
- REPORT OF THE MEETING OF THE STANDING COMMITTEE ON MUNICIPAL INFRASTRUCTURE AND
TRANSPORTATION POLICY
- REPORT OF THE MEETING OF THE NORTHERN AND REMOTE FORUM
- REPORT OF THE MEETING OF THE RURAL FORUM
- REPORT OF THE MEETING OF THE STANDING COMMITTEE ON SOCIAL ECONOMIC DEVELOPMENT
- REPORT OF THE MEETING OF THE STANDING COMMITTEE ON INCREASING WOMEN'S PARTICIPATION
IN MUNICIPAL GOVERNMENT
- REPORT OF THE MEETING OF THE PROVINCIAL AND TERRITORIAL ASSOCIATION PRESIDENTS AND
EXECUTIVE DIRECTORS

- CONFIDENTIAL -

10:50



STANDING COMMITTEE ON CONFERENCE PLANNING

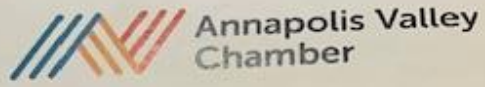
Virtual Meeting

Thursday, February 22, 2023
3 – 4 p.m. ET

AGENDA

Chair's remarks	Verbal
Approval of agenda	Verbal
Approval of the September 2022 meeting notes	Page 2
Report on the 2023 Annual Conference and Trade Show in Toronto	Page 8
Report on upcoming RFPs to host future Board Meetings	Page 10
Other business	
Adjournment	





WELCOME
Annual General
Meeting **2022**

Brought to you by:

bdc



FCM ATLANTIC CAUCUS MEETING

Thursday, February 23, 2023

11:30 AM – 1 PM Atlantic Time

MEETING NOTES

1. Introduction and Review of Agenda

Christine Blair welcomed everyone and called the meeting to order.

Call to order 10:32 AM

- Approval of the September 2022 Caucus Meeting Minutes
 - o Motion to approve: Paula Huntley, second Bruce MacDougall
 - o Carried

- Business Arising from the Minutes
 - o none

- Approval of Agenda
 - o Moved by Lindell Smith, second Geoff Stewart
 - o Carried

- Introduction and welcome to new board and committee members (as needed)
 - o Andrew Black: happy to be here, happy to be representing Town of Tantramar and UMN.B.
 - o Stephen Ogden: Thank you Mayor Christine, you bring so much leadership to our caucus – job is important, caucus is important to the whole region that we work together, have same challenges and opportunities – look forward to working together towards some of our priorities.
 - o Rob Nolan: Happy to be here, agree very important to meet around the table and discuss common issues – thank you to Mayor Blair to discuss specific issues on northern communities – great leadership!

- Importance of quorum for all committee meetings has been noted to ensure that decisions brought to the board have the full review and support of the members of each committee. Board directors are responsible for ensuring they can attend and fully participate in committee meetings and should inform the chair of the committee as soon as possible if they are unable to participate.

2. Selection process: Caucus Chair and Vice-Chair

- Following FCM'S AGM in June 2022, it was raised that members need greater clarity regarding the selection process for the Atlantic Caucus Chair and Vice Chair, as not everyone was aware of the previous informal agreement to rotate the Chair among the four Atlantic provinces. In response, as transparency and accountability are important, it was agreed that this Caucus would discuss and agree on a selection process together.
- The group then discussed the selection process by discussing each of the following questions.

- 1) **The Caucus previously has agreed to rotate the Chair among the four provinces. Does the Caucus agree to maintain this practice?**

- The group discusses the process and reflects that it is based on fairness for each province to be represented. The group is also open to hearing other ideas. With that said, there is reiteration that the only fair way to have fair representation of the four Atlantic provinces is by rotation of province.
- The group also clarifies that once the decisions are made, FCM staff will reflect these, in consultation with the Chair, in the Regional Caucus Terms of References. It is mentioned that the changes will be shared with members.
 - o **Motion:** That the chair be rotated among the four Atlantic provinces, that the practice be maintained.
 - o Motion to approve: Adam Lordon
 - o Second Bruce MacDougall
 - o Carried

2) There is currently no agreement that the Vice Chair automatically becomes the Chair nor that the Vice Chair rotates between the four provinces. How does the Caucus want to proceed as to the selection of the Vice Chair with regard to:

- **Rotation**
- **Automatic Chair succession?**

- The group discusses that there is currently no agreement that the Vice Chair automatically becomes Chair or that the Vice Chair role rotates between the four Atlantic provinces.
- The group discusses that it agrees to have a rotation between provinces for the Vice Chair as well. It is important to ensure everyone has an opportunity and appreciate the system because it takes away ongoing conflict and division within the Caucus. Also, having Vice Chair selected in the same way allows the Vice to know they could move up so get familiar and get experience. The group reflects on being Caucus Chair is not just about these meetings, it is also being on FCM Executive Committee and the Chair needs enough familiarity with FCM and how things work to represent the Atlantic Caucus.
- The group discusses whether the Vice Chair automatically becomes the Chair the following year. There is concern that if someone from the province up to become Chair wants to run and is not currently the Vice Chair, they should be able to nominate themselves. The group agrees that it should be a democratic process. The group discusses and wants to get specific that the automatic succession is in terms of the province. Then, the province should nominate their candidate(s). It is mentioned that pre-COVID, each province did put forward candidacy to the Atlantic Caucus who then voted.
- The group also discusses and agrees to maintain the current order of provinces based on:

Year	Chair	Vice Chair
2022-2023	NS	NFLD
2021-2022	PEI	NS
2020-2021	NB	PEI

- o **Motion** made by Adam Lordon: Chair and Vice Chair seats would have rotation of the four provinces. The automatic succession would be by province. That nominations would come from the province, that provinces as a Caucus would make the decision.
 - o Second Bruce MacDougall

- Carried

3) If the Caucus agrees to rotate both positions by province, does the Caucus agree that the Chair and Vice Chair will be elected through nominations from those specific provinces at the Annual Conference (this year in May 25-28, 2023 in Toronto) following the FCM Board of Director elections?

- The group discusses to maintain the same timing of election that has been done in the past - which is to have next election in May at the FCM Annual conference.
 - **Motion** to approve: Jim Parsons
 - Second Brittany Merrifield
 - Carried

3. Regional Issues

- Pam Lovelace: wanted to give folks a heads up that over past 1.5 years people will have been aware of local government courses through Dalhousie university – they’ve revamped it and are looking for feedback. When folks are newly elected, they’re looking for all sorts of support. Folks can provide feedback via Pam Lovelace.
- Andrew Black: Chignecto Isthmus challenge – been a study, there are options, we’re at a standstill. Possibility of it getting done in 10 years down the road. Lots of studies need to happen. For town of Tantramar it’s an issue because on the Isthmus, but it’s a federal and provincial issue, will cause economic issues through the country.
- Adam Lordon: don’t know whether there’s consensus on how to deal with it, encourage UMNB to bring to Atlantic caucus for a motion. We at caucus have been proactive on bringing things to FCM. At a provincial level let’s chat as associations about solutions.
- Andrew: three potential solutions, each more expensive. Have heard from province that waiting for federal and from federal to province. Talked to Min. Hutchings about this at SCC and said PEI and NFLD would be even more of an island. Preventing a disaster saves money from having to do cleanup. Would be wonderful if Atlantic caucus could move this.
- Geoff Stewart: I know this is on the minds of ministers – Min LeBlanc has discussed 2X that I know of. Met with my local MP, he referred to it. He mentioned 300M for projected costs for – looking for fed 100M prov 100M, municipalities for other 3. If damaged or made impassable, economy of NS 40M per day would be affected. Huge concern! Think if Atlantic caucus puts a motion forward it will raise the issue higher, with upcoming federal budget raises it even higher, puts a higher priority to it.
- Group discusses and suggests that a motion by UMNB, with FCM staff support on wording, be brought to the caucus for consideration. This will be reported to the Board at Ajax by the Atlantic Caucus Chair.

4. PTA/FCM Reports

- PTA reports
 - Municipalities Newfoundland and Labrador
 - 6 advocacy priorities: 1) sustainable municipal infrastructure 2) a regional approach 3) municipal fiscal stability 4) climate resilience 5) community health and safety 6) equity, diversity and inclusion. For first half year focussing on fiscal stability, infrastructure, and regional approaches, but also on transit.
 - Still waiting on the act to be updated, as well as cities act. Hearing that municipality act will be forward in the spring. Our members can’t proceed in good government without legislation. Hasn’t been revised in 3 decades!

- But keeps getting bumped by other priorities. Hoping municipalities act will be through the house soon. City of St. John's especially has a number of issues because leg is not permissive
- Issues: infrastructure funding, ICIP funding. We have 38% of allotment still on the table and the deadline is March 31. Grateful for the joint advocacy with FCM to advocate for the remaining funds to go to CCBF
 - 75% of our communities under 1k population.
 - Doing municipal fiscal research through MITACs – along with your PTAs in partnership. Hoping to have a draft of that soon.
 - Health care crisis - our members are finding more & more being downloaded to municipalities and councils – especially issues re paramedicine and ambulances and volunteer fire depts having to pick up the slack, big burden.
 - Assistance – we have small communities, it's very difficult for communities to access infrastructure funding for upgrades and climate action, have had to band together to access. We don't have regional structure, it's one of our strategic advocacy priorities – makes it harder to access funding.
 - We're in conversation re community energy funding and Property Assessed Clean Energy (PACE) – don't have enabling legislation, hoping to hear from your PTAs about the legislative changes needed since.
 - Seeking 3rd party services for audit and accounting – currently have legal – if sister orgs have experience please reach out.
- Federation of Prince Edward Island Municipalities (Bruce MacDougall)
 - Right now in process of hosting rest of Canada at 2023 Canada games
 - Buzz in the air and it smells like a provincial election – could be launched soon. Probably heading into an election, continue to work with government but climbing a greased pole.
 - FPEIM has received funding to work with municipalities in rural areas to support development of new housing – support development of modest housing, cover essential waste water roads, infrastructure.
 - 5-year agreement been extended for a 2nd year – FPEIM is calling for reduction of provincial property taxes to give municipalities more room.
 - In PEI municipal taxes only 0.02 of taxes (in comparison to national average of 0.09) – makes it hard to raise \$\$, capacity issues in small municipalities – had 1 dissolve, 2 more in the works.
 - FPEIM also partnering with coalition of women & provincial government to support women in local government – help them sustain stresses of the first term and build resilient communities.
- Cities of New Brunswick Association (Adam Lordon)
 - We're building out new strategic plan, identifying priorities for next 5 years – expecting provincial election in 2024.
 - For first time, priorities same as ones from NFLD – we've included health care! Not an area where directly involved but big focus.
 - Also big focus on homelessness and housing
 - Had a full day with Minister of Housing and 8 cities staff - Optimistic will continue meaningful collaboration. Hope is that as municipalities synching our priorities with the province – housing and homelessness appears to be area where making progress. Will continue to work with the other associations.

- Huge municipal reform! Many municipalities amalgamated. Regional service commissions have powers that weren't previously there.
- Structural reform committed, but fiscal reform! Funding for additional services need to provide! That's not done yet.
- Association francophone des municipalités du Nouveau-Brunswick
 - (not on the call)
- Nova Scotia Federation of Municipalities (Juanita Spencer)
 - Biggest thing: service exchange negotiating with the provincial government, looking at all the things municipalities are responsible for – current one there since 1995 – had a committee working with the province to advise on issues, looking forward to that coming out for consultation with the members.
 - Restructuring NSFM – board took forward-thinking approach, been consulting with members for 1 year on how organization is structured. Membership just voted that will be doing away with resolutions. Doing away with caucuses, working with members as a whole. Coming to board in November
 - Sustainable Communities Challenge Fund – 15M\$ fund on behalf of the province - First intake, very excited about how will roll out – also open to unis, FNs, non-profits – first round of funding out hopefully in first couple of months.
 - Code of conduct
 - EPR for PPP – know NB is doing the same, it's still a priority for NSFM – hoping to see regulations on that soon.
 - Policing – risen to top as an issue and focus for NSFM – FCM has been very much engaged on retroactive costs, but great concern on service levels.
 - Continue to work with PTAs on fiscal sustainability piece, and joint magazine – Rob Nolan, we'll get you up to speed on 3rd party services, also interested in expanding what we offer members.
 - Gearing up for spring conference
 - Lindell Smith: In Halifax waiting for 2 reports: reimagining public safety, and one looking at service levels & responsibilities that could be removed and put into other non-profits, departments.
- Union of the Municipalities of New Brunswick (Dan Murphy)

[due to lack of time, Chair asked to send by email – will include in the minutes if received on time.]

- **FCM Reports**

- **FCM 2023-24 Elections (Christine Blair)**
 - You'll be hearing more from the Elections Committee in the next few weeks, but I've been asked to flag that that the election for Board Directors and Table Officers will launch at the March meeting of the Board of Directors.
 - A communiqué will be sent to all members, calling for nominations for director and Officer positions on March 18.
 - That communiqué will include links to all relevant nomination forms and election materials.

- The nomination deadline for Table Officer positions is May 7, 2023, and for Director positions the deadline is May 14.
- We are also reminded that ALL current board directors and committee members, including those who have appointed seats on the board (e.g., PTA presidents, city appointed directors), MUST submit a candidate consent form, and valid motion in order to sit on the Board again next year.
- More details and guidelines for the full process will be available when the call for nominations is launched mid-March.

- **Member Relations Committee (due to lack of time, this report was not read during meeting and was instead sent via email on February 28)**
 - The Member Relations Committee met on February 21 to receive a report on the 2023-24 membership renewal and recruitment campaign and discuss updates to the committee terms of reference.
 - FCM's 2023-24 membership renewal and recruitment campaign kicked off in December. This year's theme is Together, we go further.
 - Member municipalities' CAOs should all have received instructions on how to access their invoices on the portal, and a notice that their invoices are now in the portal.
 - Reminders were also sent to elected officials whose municipalities had not yet renewed, earlier in February.
 - If CAOs are having any difficulty accessing the portal or locating the invoice, or if you have any questions about the campaign or your municipality's membership, Lynn and Christine on the Member Relations team are here to help at membership@fcm.ca.
 - As of February 14th:
 - 481 members have renewed – 22.9% of renewals sent out, representing 24% of the population of the country.
 - Approximately half of the PTA affiliate member renewals are in
 - 4 new members
 - No cancellations
 - Regional Caucus members play an important role in FCM's membership recruitment strategy – reaching out to non-member colleagues they have relationships with.
 - We have updated our membership website at fcm.ca/membership to assist your conversations with your colleagues around membership renewal or joining FCM for the first time.
 - The other item of business at our committee meeting was an update to the committee terms of reference, which were last updated in 2015. Since then, there have been changes to several practices, such as the addition of a committee vice-chair and the introduction of hybrid meeting options.

- **Election Readiness Working Group (Brittany Merrifield)**

Purpose of ERWG

 - Election Readiness Working Group (ERWG) was formed in the lead up to the 2015 Federal election to position the municipal sector at the centre of the national political conversation.
 - Following a successful member-driven campaign with historic funding commitments and important gains in coordinated national advocacy, the working group decided to continue to meet and grow the advocacy and campaigning capacity of the Board between elections.

- The overarching purpose of the Working Group is to lead and develop member-driven political advocacy, both inside and outside national election periods.

January Meeting Overview

- ERWG met January 30 to discuss the recent Advocacy Days 2022 campaign and the continuation of advocacy efforts ahead of the Federal Budget 2023.
- The Group also received an update on the political context. Even though the minority Liberal government is supported by the NDP supply-and-confidence agreement, there is a credible possibility that the next election will take place before 2025. There are also notable dynamics between the three different orders of government including friction on infrastructure, such as unused ICIP funding in some provinces, and provincial legislation on housing supply.
- Back to the recent advocacy campaign, the goal of the Advocacy Days 2022 campaign was to help set the stage for Budget 2023. Taking Board of Directors' feedback from previous years, the format of Advocacy Days looked a bit different. The strategy was to focus on coordinating issue-based group meetings with strategic target decision makers from government and opposition parties based on FCM's pre-budget advocacy priorities.
- Twenty-five MPs, including Ministers and key opposition critics, from different parties were engaged. Those who attended said they were pleased with this engagement and want more opportunities like it.
- Overall response to the member survey was positive, with a sense that Advocacy Days 2022 advanced FCM's goals, showcased members as subject-matter experts, provided high-quality engagement, presented more bilingualism, and welcomed virtual participants. However, it was recognized that the format was less flexible and that fewer meetings were held overall.
- To continue the momentum of Advocacy Days you should all have received our email call to action to meet with your MP virtually or in person ahead of Budget 2023. If you share MPs with other regional caucus members, please reach out to them to coordinate so we don't duplicate meetings.
- If members have questions or are looking for materials, please contact Méliissa Dubé at mdube@fcm.ca.

5. Other Business

n/a

6. Adjournment

Meeting adjourned at 1:06pm AT

LIST OF PARTICIPANTS

Chair

- Christine Blair (Mayor, County of Colchester, NS)

Caucus members

- Trina Appleby (Councillor, Torbay NFLD, Vice-President of MNL)
- Andrew Black (Mayor, Town of Tantramar, President of UMNB)
- Amy Coady (Councillor, Grand Falls-Windsor NFLD, President of MNL)
- Paula Huntley (Councillor, Kentville NS)
- Adam Lordon (Mayor, Miramichi NB, President of CNBA)
- Pam Lovelace (Councillor, Halifax NS)
- Bruce MacDougall (Councillor, Summerside PEI, President of FPEIM)
- Brittany Merrifield (Mayor, Grand Bay-Westfield NB)
- Stephen Ogden (Mayor, Stratford PEI)
- Jim Parsons (Mayor, Corner Brook NFLD)
- Lindell Smith (Councillor, Halifax NS)
- Geoff Stewart (Deputy Mayor, County of Colchester NS, 2nd VP of FCM)

Caucus observers

- Pierre Beaulé (Executive Director, CNBA)
- Dan Murphy (Executive Director, UMNB)
- Rob Nolan (CEO, MNL)
- Juanita Spencer (CEO, NSFM)

FCM staff

- Kate Bell, Events Coordinator
- Julianna Charchun, Executive Lead, Governance
- Margot Cragg, Government Relations Manager
- Mélissa Dubé, Outreach and Engagement Advisor



FEDERATION
OF CANADIAN
MUNICIPALITIES

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MUNICIPALITÉS

Report to council

FCM's Board of Directors meeting and
Advocacy Days

Ottawa, ON

December 6-8, 2022

This document summarizes key updates from the most recent meeting of the Board of Directors of the Federation of Canadian Municipalities (FCM). It is designed to support board and committee members in reporting back to their local and regional councils on their progress with FCM.

December 2022 Report to council

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FCM’s Board of Directors met in Ottawa, ON (December 8, 2022).

Message from FCM's president

Dear Board and committee members,

As the year draws to a close, I'm happy to report that our collective municipal voice was greatly amplified by last month's series of high-profile events in Ottawa.

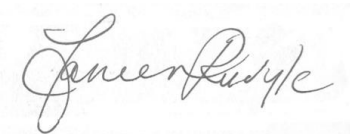
From December 5-8, FCM brought to Ottawa our Board of Directors meeting, the December meeting of FCM's Big City Mayors' Caucus (BCMC), and the latest edition of our Advocacy Days.

Held in our nation's capital, FCM facilitated direct meetings with a diverse set of federal parliamentarians from all major parties, including Prime Minister Justin Trudeau, government ministers including Minister of Intergovernmental Affairs, Infrastructure and Communities Dominic LeBlanc, numerous MPs from the official opposition Conservative Party of Canada, NDP leader Jagmeet Singh and members of his caucus, plus an MP from the Bloc Québécois.

These high-profile events were conducted professionally, passionately, and with a close focus on the responsibilities we have to Canadian communities. The engagement allowed us to highlight our key priorities ahead of Budget 2023, including the design of renewed infrastructure programs, tackling housing and homelessness, implementing better climate adaptation and mitigation measures, and pushing to resolve the RCMP retroactive costs issue.

Our Board of Directors meeting served as an excellent opportunity to underline these key issues, welcome newcomers and prepare for a productive new year. As Board and committee members, you all play an important role in serving our communities' interests, providing much-needed oversight, and keeping FCM strong—into the new year and beyond.

Sincerely,



Taneen Rudyk
FCM President
Councillor, Town of Vegreville, AB



Context and key points

December's combined Advocacy Days, BCMC meeting, and our Board of Directors meeting took place amid important developments and a changing political and economic context.



FCM's leadership and Big City Mayors' Caucus met with PM Justin Trudeau in Ottawa, ON on December 6, 2022

Changing national circumstances: Economic uncertainty and the impact of inflation, underlined in the federal government's Fall Economic Statement in November, are clear points of focus for elected officials in Canada. Combined with the lingering effects of the COVID-19 pandemic, Canadians and their communities are dealing with considerable challenges as we look forward to 2023.

Pre-budget priorities: FCM hosted these meetings with a focus on key topics: including unlocking the next generation of infrastructure for Canadian communities, and the steps necessary to address the housing and homelessness crises. Additionally, putting in place stronger climate adaptation and mitigation measures across the country was a key priority, with the country experiencing more extreme weather events. These urgent issues, among others, were prominent during the meetings, being priorities for FCM and our members. The concrete solutions that FCM is recommending were presented to all attendees in the form of our concise [leave-behind document](#).

Rural and small communities: Discussions were also distinctly focused on advancing FCM's advocacy for communities of all sizes, including the ongoing issue of resolving retroactive costs associated with the latest RCMP collective bargaining agreement, the importance of improving rural and remote connectivity through the Universal Broadband Fund, and the critical role played by inter-community transportation operations.

High-profile BCMC meeting: The week of advocacy launched on Monday, December 5 with a meeting of FCM’s Big City Mayors’ Caucus. Chaired by Halifax Mayor Mike Savage, this meeting brought together the leadership of some of Canada’s largest cities, with a strong focus on unlocking housing supply as well as tackling acute homelessness—including the need for better mental health services as part of measures to address homelessness.

With cities acting as key engines for Canada’s growth, the push for strengthened partnership was clear. The caucus welcomed the adoption of the National Adaptation Strategy but called for investment beyond November’s announced top-up to the Disaster Mitigation and Adaptation Fund. This is required to address the true impact of extreme weather events that have struck the country, such as the historic scale of damage done by Hurricane Fiona in September, as well as future events.

Engagement with the Prime Minister: FCM leadership and the BCMC also met with Prime Minister Justin Trudeau, with the caucus urging both the expansion of the Rapid Housing Initiative to generate more positive progress on housing unit construction, and the expedition of the co-development of an urban, rural and northern Indigenous Housing Strategy in Budget 2023. The caucus also called on federal authorities to commit to a permanent doubling of the Canada Community Building Fund to drive predictable core infrastructure renewal and recommended accelerating the launch of the Permanent Public Transit Fund to kickstart major transformative projects.

Advocacy across party lines: The kick-off of FCM’s Advocacy Days on the morning of December 6 provided an excellent opportunity to highlight key priorities as we enter the vital pre-budget period. The numerous meetings focused on the most pressing issues facing Canadian communities today, and were categorized under banners including infrastructure, housing, and climate mitigation. These meetings led to countless direct interactions between federal representatives from all parties and municipal leadership, allowing for a distinct and full picture of community needs.

Federal presence on the ground: Federal representatives of all political stripes contributed to FCM’s Advocacy Days in the form of panel discussions, side meetings, fireside chats, and keynote speeches. These included two shadow ministers from the Conservative party of Canada, MPs Gérard Deltell and Scott Aitchison, who contributed to a special panel discussion, with Deputy Leader Melissa Lantsman also in attendance. Additionally, NDP leader Jagmeet Singh delivered a keynote address to the FCM’s Committee of the Whole, with a fireside chat delivered by Minister Dominic LeBlanc. This demonstrated the calibre of political engagement that FCM has been able to drive in Ottawa—enabling meaningful interactions with federal decision-makers from across the political spectrum for those FCM members in attendance.

Addressing Political Intimidation: A special panel discussion was held alongside FCM’s Committee of the Whole on December 7, addressing the increased harassment of elected officials. A growing problem in Canadian society, especially for women and people of colour, this panel discussion sought to focus on this serious problem and how to combat the increase of abuse and threatening behavior, which represents a threat to all orders of government and civil society.

Hydrogen Innovation: On December 8, a special presentation was given on the Edmonton Region Hydrogen HUB. A coalition of municipalities, cities, advocacy groups, and First Nations have come together to create a Canada-first: the country’s first HUB for Hydrogen production. Presented by Alanna Hnatiw, Mayor of Sturgeon County and Chief George Arcand Jnr. of Alexander First Nation and Grand Chief of the Confederacy of Treaty 6 First Nations, this special event outlined the huge potential benefits this project could bring to the region, including a wealth of direct municipal applications.

Report from Board

FCM's member-elected Board of Directors met December 8 in Ottawa, ON, with municipal leaders from coast to coast to coast gathered to discuss collective municipal priorities ahead of the end-of-year parliamentary break.



FCM's Board of Directors meets in the Chateau Laurier ballroom in Ottawa, On on December 8, 2022

- President Rudyk's report outlined current priorities for FCM and provided an update on the advocacy meetings with MPs, Ministers, party leaders and the Prime Minister throughout the week.
- President Rudyk stressed the need for unity and collective action among municipalities, noting the best way to achieve current priorities ahead of Budget 2023, as outlined in FCM's [leave-behind document](#), is to advocate as a whole, with conversations had this week potentially yielding results in the spring.
- The President spoke of the urgent need to continue to push for a comprehensive solution to the RCMP bargaining issue.
- Following municipal elections across a number of provinces this fall, six new board members were welcomed and ratified as directors of the board: Paul Ainslie, Councillor, City of Toronto, Andrew Black, President of the Union of Municipalities of New Brunswick, Brenda Chisholm-Beaton, President of the Nova Scotia Federation of Municipalities, Jen Ford, President of the Union of BC Municipalities, James Pasternak, Councillor, City of Toronto and Joe Savikataaq Jr., President of the Nunavut Association of Municipalities.
- President Rudyk highlighted that a call for nominations for vacant board seats will be issued in mid-December, regarding vacant caucus seats in BC, ON, QC, and PEI, with the closing date for nominations in set for January 30.

- FCM’s CEO Carole Saab provided more detail on the successful advocacy for substantial new funds invested into municipalities via the Green Municipal Fund and the Disaster Mitigation and Adaptation Fund as part of the **recently announced** federal National Adaptation Strategy. CEO Saab outlined the importance of these advancements, for FCM, the municipal sector and for Canadians, to help in the wake of floods, fires and other climate disasters, but acknowledged that more remains to be done.
- Kitchener Mayor Berry Vrbanovic provided a report on the BCMC meeting and welcomed new additions to the BCMC caucus including Ottawa Mayor Mark Sutcliffe, London Mayor Josh Morgan, Hamilton Mayor Andrea Horwath, Winnipeg Mayor Scott Gillingham, Vancouver Mayor Ken Sim and Surrey Mayor Brenda Locke.
- FCM First Vice-President and Township of Gore Mayor Scott Pearce, presented the report from FCM’s Finance and Audit Committee in his role as Chair. The committee’s November meeting was focused on preparations for the year-end audit. A partner and a senior manager from Deloitte presented the audit plan, which probed on any potential risks, and no issues were raised. The Chair reported that the committee was satisfied with all the information presented as part of the November Finance and Audit Committee work plan.
- FCM President Taneen Rudyk presented a report from FCM’s Human Resources Committee. This noted the recent appointment of Mathieu Bélanger as Executive Director of Policy and Public Affairs. FCM currently has 278 active employees, and President Rudyk noted strong continuity and performance across FCM’s workforce.
- President Rudyk also noted FCM’s continued commitment to being a people-centred organization, reporting on a successful, first in-person staff gathering held in Ottawa in October.
- Third Vice President and Vancouver City Councillor Rebecca Bligh presented a report from the Governance Working Group. The Working Group is advancing its work with the Institute of Governance to produce recommendations on Board Effectiveness. For a number of reasons, finalizing the board survey and report has had delays. Accordingly, the group has shifted its deadline to deliver recommendations from this report to the upcoming Board of Directors meeting in March.
- Rural Municipalities of Alberta President Paul McLaughlin provided an update on a meeting with the Provincial and Territorial Association Presidents. This meeting focused on the need for a coordinated strategy to meet critical shared priorities between orders of government and ensure municipal autonomy, particularly in the push to deliver and support housing. The group agreed to schedule an additional meeting early in 2023.
- Chair of the Francophone Network and Municipal Councillor for the Mitigomijokan district, City of Gatineau, Anik Des Marais reported that the position of Vice-Chair of the network is currently open to eligible applicants, and stressed the importance of strengthening the network, adding new members, and supporting French-speaking communities across the country at this time.

Name: Cathy Maxwell

Date: March 21/232

Date of Last Council Meeting Attended: Feb 27/23

Date of Last Council Advisory Meeting Attended: March 13/23

Date of Last Governance Session Attended:

Committee Meeting Attendance and Synopsis

Date	Committee	Synopsis
March 10/23	Inclusion and Accessibility	

Town of Kentville Event Attendance and Synopsis

Date	Event	Synopsis
March 20/23	KVFD Ratepayers Meeting	

COMMITTEE MEETING SYNOPSIS – COMPLETED BY COMMITTEE REPRESENTATIVE ONLY

Detail	Synopsis		
Committee Name		Meeting Date:	March 10/23
<i>Inclusion and Accessibility Meeting</i>			

Misc Events

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Name: Cate Savage – Deputy Mayor

Date: March 22, 2023

Date of Last Council Meeting Attended: February 27th 2023

Date of Last Council Advisory Meeting Attended: March 13th 2023

COMMITTEE MEETING ATTENDANCE AND SYNOPSIS

	Committee	Synopsis
March 7 th	Joint Council Meeting – Kings County – et al.	Regional Recreation Facility Feasibility Study – public review online – project contact – Rob Frost – Deputy Chief Administrative Officer – Kings County
March 8 th	IAC	\$13.4mm Year to date return of 2.332% versus the balanced income CAD of 2.6% Discussions around bonds/pref shares/common shares We are currently at 32% equities.
March 16 th	RSC	Operations and Compliance updates BOD levels discussed for TOK Biochemical oxygen demand – discussion on alternate sampling sites – namely around the VRH

TOWN OF KENTVILLE EVENT ATTENDANCE AND SYNOPSIS

Date	Event/Conference	Synopsis
March 6 th and March 20 th	Mitch Brison	Discussion around the MacDougall project – discussed water/sewer/density/brining in a planner on contract and discussed ZZAP Architecture and Planning. Relayed this piece to the CAO and understand something along these lines will transpire in efforts to provide

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

		council with a deeper dive into the existing fulsome report.
March 20 th	Rate payers meeting	Rate up nominally ..excellent presentation from Chief Hamilton did a superb presentation.

MISC EVENTS

March 2nd	AVCC Breakfast – AGM
February 11 th	Lions Breakfast Kentville
February 20 th	Heritage Centre – Heritage Day event featuring Laura Churchill Duke
February 22 nd	Code of Conduct working session

EXPENSES

This month	Year to Date

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Name: Gillian Yorke

Date: March 27th, 2023

Date of Last Council Meeting Attended: February 27th, 2023

Date of Last Council Advisory Meeting Attended: March 13th, 2023

Committee Meeting Attendance and Synopsis

Date	Committee	Synopsis
March 3 rd , 2023	Board of Police Commissioners	Meeting was postponed until March 29 th , 2023
March 7 th , 2023	Joint Council Meeting: Regional Recreation Facility	Meeting with the Council municipal partners (Town of Wolfville, County of Kings and Town of Kentville) to officially bring the plan to the community. The information can be found on the Wolfville Blooms website and feedback can be provided there as well.
March 10 th , 2023	Kentville Inclusion and Access Committee	Training session (Anti-Black Racism and Colonialism) with KIAA and invited members from outside the committee. Informative training session on the Black Nova Scotian experience as it related to our Colonial history and the present-day ramifications of our history.

Town of Kentville Event Attendance and Synopsis

Date	Event/Conference	Synopsis
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Misc Events

Date	Synopsis
March 1 st , 2023	Meeting with the chief of Police
March 22 nd , 2023	Meeting with community member to discuss accessibility in the Town of Kentville (the town and Town Hall).

Expenses

This month	Year to Date
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COUNCILOR REPORT
KENTVILLE TOWN COUNCIL

N/A	
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COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Name: Andrew Zebian

Date: March 27/23

Date of Last Council Meeting Attended: February 27/23

Date of Last Council Advisory Meeting Attended: March 13/23

COMMITTEE MEETING ATTENDANCE AND SYNOPSIS

Date	Committee	Synopsis
March 16/23	Kentville Volunteer Fire Dept.	Truck, Tower 41 is scheduled to go in June for a refurbishment. They will drive it to Montreal and it will take a few months. The cost is approximately \$400,000. They will be looking to purchase a new Rescue/pumper in the 2025/26 area rate budget. This unit is estimated to be around 1.7 million as of today. And the time to wait for a new build is around 600 days. Membership currently sits at 57-58 members, they are done a few members.
March 20 th /23	Kentville Volunteer Fire Dept Rate Payer's Meeting.	

TOWN OF KENTVILLE EVENT ATTENDANCE AND SYNOPSIS

Date	Event/Conference	Synopsis
March 16/23	Phone Call With Brison Developments	
March/23	Lots of engagement with Citizens living in and around MacDougall Heights	

MISC EVENTS

Date	Synopsis

EXPENSES

This month	Year to Date
36.50 cell Phone	My expenses for from April 1, 2022 until February 28,2022 are \$469



Councilor Report

Kentville Town Council

Name: Sandra Snow

Date: 22 March 2023

Date of Last Council Meeting Attended: 27 February 2023

Date of Last Council Advisory Meeting Attended: 13 March 2023

Committee Meeting Attendance and Synopsis

Date	Committee	Synopsis
27 Feb 23	Council Meeting	Respectful Workplace Policy KBC Agreement/Funding Regional Sewer Committee Budget 2023 Conferences
28 Feb 23	VREN	Land based database for the region
2 Mar 23	VREN	Regional Economic Recovery Meeting
3 Mar 23	IMSA Board	Monthly Board meeting with updates from Kings Transit and Valley Waste. Preview of upcoming budgets
3 Mar 23	Urban mayors	Regional Zoom meeting
6 Mar 23	Kings Mayor	Lunch with mayors to discuss regional issues
7 Mar 23	Joint Council Meeting	Municipality of Kings, Wolfville and Kentville councils met to discuss the Regional Recreation initiative
13 Mar 23	CAC Meeting	Mentoring Plus Strategy Homeless No More Data Report Sanitary Sewer Depreciation Reserve Withdrawal from Capital Reserve Blanket Withdrawal from Operating Reserve KBC Agreement/Funding Urban Forrest Bylaw Rezoning Application RFD conference Attendance RFD Parliamentary Process
14 Mar 23	AIM	Planning meeting for the asset management conference in September

Councilor Report

Kentville Town Council

15 Mar 23	IMSA Board	Monthly Board meeting with updates from Kings Transit and Valley Waste. Approval of budgets to be taken to the councils
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Town of Kentville Event Attendance and Synopsis

Date	Event	Synopsis
2 Mar 23	AVCC AGM	Breakfast meeting at Old Orchard – invested new President Jake Rideout
10 Mar 23	Acadia University	Acadia Community Development student project in Kentville, opening welcome and interview with students
20 Mar 23	KVFD	Ratepayers meeting, rate is up for both Kentville and Kings to 0.0397/\$100 t

Conference Attendance and Synopsis

Date	Conference	Synopsis
23 Feb 23	FCM	Electrifying your municipal vehicles
23 Feb 23	University of Waterloo	Transit decision making interview

Misc Events

Date	Synopsis
28 Feb 23	Lunch with Susan Harvie – Ryan’s Park
3 Mar 23	Meeting with Brent OConnor
4 Mar 23	Lion’s Club Breakfast server
4 Mar 23	Opening Ceremonies at NKEC for Senior Provincial Basketball
8 Mar 23	International Women’s Day event at 14 Wing – guest speaker
20 Mar 23	Meeting with Mitch Brison
24 Mar 23	Kings Senior Safety – opening remarks



Memo

To: Dan Troke, CAO

From: Robin Paish, Acting Director of Finance

CC:

Date: March 23, 2023

Re: **TAX EXEMPTION – SECTION 69- 2023/2024**

BACKGROUND

Every year Town Council provides a partial tax exemption to individual property owners who meet certain requirements. Council must pass the necessary resolution annually setting out the maximum exemption and the income ceiling. As a guideline, the Town sets the income ceiling at a level equal to the maximum Old Age Security (OAS) and Guaranteed Income Supplement (GIS) paid to a married couple.

AUTHORITY

The authority to grant a tax exemption to any person is found in the Municipal Government Act, Section 69 entitled "***Low income tax exemption policy***". This section states:

That "**income**" includes a person's total income from all sources for the calendar year preceding the Town's fiscal year and includes the income from all other members of the same family residing in the same household but does not include an allowance paid pursuant to the *War Veterans' Allowance Act* (Canada) or pension paid pursuant to the *Pension Act* (Canada). (S.69 (1))

That Council may grant an exemption to the extent set out in this resolution for a person whose income is below the amount set out in the policy. (S.69 (2))

That Council may provide that a person applying for an exemption pursuant to this Section shall provide proof confirming the person's income. (S.69 (3))

That the policy to grant an exemption from taxation may:

Specify the exemption extends to persons who are residents of the municipality or property of a ratepayer occupied as the ratepayer's principal residence. (S.69 (4) (a))

Provide that where a property is assessed to more than one person, any of them who is entitled to an exemption may receive only the portion of the exemption equal to that person's share of the total assessment for the property. (S.69 (4) (b))

Specify a date, not less than thirty days after the filing of the assessment roll, after which no application for an exemption will be received. (S. 69 (4) (c))

ANALYSIS

For 2022, a single Old Age Pensioner, eligible for OAS and GIS received \$19,774, while a married couple both eligible for OAS and maximum GIS received \$30,118.

In 2014, the Town moved to a sliding income/exemption scale. The exemption is increased annually by the cost-of-living figure used for the assessment CAP by Property Valuation Services Corporation. For 2023, the CAP rate is 7.7%.

All participants of the program in 2022 will be sent an application for the exemption in 2023. As well, notice will appear on the Town's website and other means of social media detailing the particulars of the program.

RECOMMENDATION

I recommend to Council, that the attached resolution for Low Income Tax Exemption for the 2023/24 year be approved and forwarded to Town Council for ratification.

Exemption amount: \$290 to \$620

Income ceiling: \$30,118

Deadline for applications: June 30, 2023

RESOLUTION

LOW INCOME TAX EXEMPTION-TOWN OF KENTVILLE

BE IT RESOLVED by Council of the Town of Kentville

THAT an exemption from taxes for the period **April 1, 2023 to March 31, 2024** be granted pursuant to Section 69 of the MGA, as follows:

Income Range (per annum)	Exemption Amount 2023/2024
< \$12,000	\$620
\$12,001-\$16,000	\$490
\$16,001- \$18,000	\$370
\$18,001- income ceiling	\$290

THAT the exemption be granted to persons whose total income from all sources (and including the income of all other persons of the same family residing in the same household as the applicant ratepayer) for the year 2022 is equal to or less than **\$30,118**. (An allowance paid pursuant to the War Veterans’ Act (Canada) and the Pension Act (Canada) is excluded, as is a tax rebate provided by the Province.)

THAT the property must be occupied by the applicant ratepayer.

THAT where a property is assessed to more than one person, any of them who is entitled to an exemption may receive only the portion of the exemption equal to that person’s share of the total assessment for the property, but where different interests are not separate, then to that portion determined by the treasurer, whose determination is final.

THAT no application for an exemption will be considered unless made on or before the 30th day of June 2023.

THIS IS TO CERTIFY that the foregoing resolution was passed at a duly called meeting of the Town Council held on the day of AD 2023.

GIVEN under the hand of the Town Clerk and under the corporate seal of the Town of Kentville this day of AD 2023.

Dan Troke, Town Clerk



MUNICIPALITY *of the*
COUNTY *of* KINGS

COMMUNITY UPDATE - REGIONAL SEWER TREATMENT PLANT, NEW MINAS

March 13, 2023

The Municipality of the County of Kings is continuing to upgrade equipment and infrastructure at the Regional Sewer Treatment Plant in New Minas, with the goal of reducing the severity and duration of odours that can impact our communities.

Upcoming work scheduled to start by end of March and be completed by end of summer 2023:

- Replace the aeration system and the main air supply lines for Lagoons 1 and 2.
- Change the shape of Lagoon 1 to improve circulation and decrease sludge buildup.
- Construct an on-site storage pad to support routine lagoon maintenance.
- Remove sewage sludge and problematic debris from Lagoons 1 and 2.

These significant improvements have been awarded through public tender and are valued at approximately \$3.6 million. The associated work will periodically require temporary adjustments to routine operations and disturbance of sludge. It is possible temporary odours may be noted in the vicinity of the Treatment Plant while the required work is underway. All efforts will be made to minimize the severity and duration of foul odours.

Recent steps undertaken/identified to improve Plant performance include:

- A \$920,000 replacement of the aeration system and main air supply lines for Lagoons 3, 4 and 5 was completed in 2020.
- About 8,000 tonnes of sludge and inorganic debris was removed from holding lagoons during a \$2.6-million desludging operation completed in the summer of 2021.
- The on-site pump station that recirculates treated wastewater back into Lagoons 1 and 2 to dilute incoming sewage was refurbished in the fall of 2022 at a cost of \$35,000.
- A long-term sludge management plan, including recommendations for equipment, site storage, and staffing, will be developed in Fiscal Year 2023-24.

The Regional Sewer System services most residences and businesses between Greenwich and Coldbrook and is funded under partnership agreements between the Municipality, Village of New Minas, Town of Kentville, and Pepsico.

Municipal staff appreciate the public's patience as we continue to upgrade equipment and improve operations at the Regional Sewer Treatment Plant in New Minas. For more information about the multi-phase, multimillion-dollar upgrades, visit www.countyofkings.ca/regionalsewerupdates.

Respectfully,

Aaron Dondale
Manager of Operations,
Engineering and Public Works
t: (902) 678-1807
e: adondale@countyofkings.ca



TO: Council

SUBMITTED BY: Chief Administrative Officer Dan Troke

DATE: March 27, 2023

SUBJECT: Valley Regional Enterprise Network Agreement

ORIGIN

The Valley Regional Enterprise Network is a shared service agreement to promote regional economic development. Kentville is a partner to this organization, and their office is located in downtown Kentville.

BACKGROUND

The existing agreement between partners has been reviewed and amendments were suggested that will help clarify funding and membership issues.

DISCUSSION

See attached report outlining the changed proposed.

ATTACHMENT

Proposed Valley Regional Enterprise Agreement

RECOMMENDATION

That Council approve the proposed Valley Regional Enterprise Network Intermunicipal Service Agreement, to be in effect for April 1, 2023.

Intermunicipal Service Agreement (IMSA) Working Group

March 3, 2023

Virtually via Microsoft Teams

9:00 AM

AGENDA

1. Call Meeting to Order
2. Approval of the Agenda
3. Request for Decision (RFD): Valley Regional Enterprise Network (VREN) Intermunicipal Service Agreement (IMSA)
4. Adjournment

REQUEST FOR DECISION

VREN IMSA

To: IMSA Working Group
From: CAO's
Date: March 3, 2023
Subject: Valley Regional Enterprise Network (VREN) IMSA

References/Attachments

- Proposed Valley Regional Enterprise Network Intermunicipal Service Agreement, March 3, 2023.

Recommendation

That the IMSA Working Group recommend to proposed Valley REN IMSA with the following amendments and inclusion of Schedule A, the funding formula:

38. A party may withdraw from this Agreement at the beginning of any Fiscal Year by providing written notice to the other parties a minimum of ~~thirty-six (36)~~ **twenty-four (24)** months in advance of the commencement of the Fiscal Year in which they intend to withdraw.
39. A party who provides written notice cannot withdraw, renew or extend their notice. Once written notice has been provided, that party will cease to be a party to the Agreement effective April 1, twenty-four (24) months after notice is given.
40. A party may rejoin the Valley REN per provision 7 of this Agreement, and are required to make additional one-time payment of the current base fee.

Proposed Motion

That the IMSA Working Group recommend the Valley REN IMSA to the Parties, as presented.

Background

The past year, the IMSA Working Group has reviewed and considered a new Intermunicipal Service Agreement (IMSA) for the Valley Regional Enterprise Network (VREN).

In October 2022, a proposed VREN IMSA was recommended to current and potential Council's with a request to confirm their intention to join, remain or withdraw as a party to the Valley REN IMSA by December 31, 2022. After the number of parties was confirmed, the funding formula would be updated accordingly and added as a schedule to the proposed Valley REN IMSA for formal approval by the parties.

As of December 31, 2022, all current parties to the VREN IMSA, with the exception of the West Hants Regional Municipality (West Hants), and the addition of the Town of Wolfville, had confirmed their commitment to the proposed VREN IMSA. West Hants had indicated they accept and approve "all proposed changes, substantively the same as proposed by the

REQUEST FOR DECISION

VREN IMSA

Intermunicipal Service Agreement (IMSA) Working Group to the Valley Regional Enterprise Network (VREN) IMSA, except for the proposed changes to Article 38 in the draft requiring a minimum of thirty-six (36) months' notice to the VREN and other parties should a participating party wish to withdraw."

Subsequently, West Hants reconsidered Article 38, recommended a compromise to amend the minimum notice period from thirty-six months to twenty-four months.

Further, staff are recommending language to strengthen and clarify the process when a party provides notice to withdraw, to address the proverbial one foot in and one foot out that was an on-going concern with the original VREN IMSA.

The proposed amendments are highlighted in red:

- 38. A party may withdraw from this Agreement at the beginning of any Fiscal Year by providing written notice to the other parties a minimum of ~~thirty-six (36)~~ **twenty-four (24)** months in advance of the commencement of the Fiscal Year in which they intend to withdraw.
- 39. A party who provides written notice cannot withdraw, renew or extend their notice. Once written notice has been provided, that party will cease to be a party to the Agreement effective April 1, twenty-four (24) months after notice is given.
- 40. A party may rejoin the Valley REN per provision 7 of this Agreement, and are required to make additional one-time payment of the current base fee.

Financial Implications

Staff recommend that the existing funding formula remain unchanged. The existing funding formula has three factors: base amount, uniform assessment, and population. Together these factors determine the annual contribution made by each Party totaling \$295,183.

Glooscap Base Fee		\$7,500.00			
Other Base Fee		\$7,500.00			
	Partner Base Fee	Average % of UA and Pop	UA and Pop Partner Share	Total Partner 2023/2024 Funding	Total Partner %
Berwick	\$7,500.00	2.7%	6,456.15	13,956.15	4.7%
Glooscap	7,500.00	0.0%		7,500.00	2.5%
Kentville	7,500.00	8.0%	19,514.95	27,014.95	9.2%
Middleton	7,500.00	1.9%	4,681.90	12,181.90	4.1%
West Hants	7,500.00	22.6%	54,757.10	62,257.10	21.1%
Kings County	7,500.00	57.9%	140,534.61	148,034.61	50.2%
Wolfville	7,500.00	6.9%	16,738.29	24,238.29	8.2%
Totals	52,500.00	100.0%	242,683.00	295,183.00	100.0%

REQUEST FOR DECISION

VREN IMSA

The base amount for all Parties is \$7,500. The proposed IMSA includes 7 Parties (7 x 7,500 = 52,500).

The base amount total (\$52,500) is subtracted from the total contribution (\$295,183), leaving \$242,683 to be further shared among the Parties. This is determined by uniform assessment and population. The percentage of uniform assessment and population for each municipal Party is determined based on the totals of these two factors. The average percentage of a Party's uniform assessment and population is used to distribute the remaining contribution.

Glooscap First Nations is not included in this calculation because their statistics are part of the County of Kings. Glooscap is charged the base amount as an annual contribution.

Next Steps

The Parties to the VREN IMSA approve the proposed VREN IMSA at their March 2023 Council meetings, to be in effect for April 1, 2023.

THIS INTERMUNICIPAL SERVICE AGREEMENT is made this ____ day of _____, 2022.

BETWEEN:

GLOOSCAP FIRST NATION, a body corporate, pursuant to section 2(1) of the Indian Act;

(hereafter, “Glooscap”)

TOWN OF BERWICK, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

(hereafter, “Berwick”)

-and-

TOWN OF KENTVILLE, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

(hereafter, “Kentville”)

-and-

MUNICIPALITY OF THE COUNTY OF KINGS, a municipal body corporate pursuant to Section 7 *Municipal Government Act*, S.N.S., 1998 c.18:

(hereafter, “Kings”)

-and-

TOWN OF MIDDLETON, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

(hereafter, “Middleton”)

-and-

TOWN OF WOLFVILLE, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

(hereafter, “Wolfville”)

-and-

WEST HANTS REGIONAL MUNICIPALITY, a municipal body corporate pursuant to *West Hants Regional Municipality Act*, S.N.S., 2018 c.26;

(hereafter, “West Hants”)

(collectively, the parties)

WHEREAS the parties, together with various agencies and departments of the Provincial and Federal Governments, are partners in regional economic development; and

WHEREAS the parties wish to develop regional economic development strategies that consider assets, the business community, sector strengths, regional opportunities, and the priorities of the Province and the parties; and

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

WHEREAS section 60 of the *Municipal Government Act* (MGA) provides authority for municipalities to enter into agreements with other municipalities, band councils pursuant to the *Indian Act* (Canada), villages, service commissions, the Government of the Province of Nova Scotia or of Canada, to provide or administer municipal services on such terms and conditions as the parties may agree, and to delegate responsibility for the same to a body corporate; and

WHEREAS economic development is a service which municipalities in Nova Scotia are authorized to provide under the MGA; and

WHEREAS the parties established a REN, Valley Regional Enterprise Network (Valley REN) as a body corporate on 17 June 2014 and assigned it with guiding economic development in their region; and

WHEREAS the parties wish to update the terms and conditions for the continuation of the Valley REN, and for certain matters related thereto;

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

DEFINITIONS

1. In this Agreement:

- a) Annual Business Plan means the annual operational plan for a forthcoming Fiscal Year that has been developed by the Valley REN Chief Executive Officer (CEO) with input from and being approved by the Board of Directors, with said plan containing Core Program activities and Special Projects that align with the priorities of the parties, the Regional Strategy, and those included within the Provincial Annual Outcome Agreement;
- b) Audit Committee means the audit committee for the Valley REN, as appointed pursuant to provision 51 of this Agreement;
- c) Auditor means a registered municipal auditor pursuant to section 457 MGA who is appointed by the Board of Directors of the Valley REN;
- d) Board of Directors means the governing body charged with the performance and fiduciary responsibilities of the Valley REN;
- e) Capital Costs means the amount expended by the Valley REN for equipping and fixturing of offices, which by general practice would form part of Capital Assets as defined by the Canadian Institute of

Chartered Accountants or the Public Sector Accounting Board, or any successor institutes. For greater certainty, the Valley REN, in the absence of the written agreement of the parties hereto, is not permitted to acquire either Tangible or Intangible Capital Assets which individually have a value in excess of \$25,000;

- f) Contribution Agreement means the funding agreement executed between the Province and the Valley REN with said Agreement containing the Provincial Outcome Agreement as a related Schedule;
- g) Fiscal Year means the 12-month period commencing on April 1 of every year and ending on March 31 of every subsequent year;
- h) FRAM means the Financial Reporting and Accounting Manual as prescribed by the MGA;
- i) Funders means the parties and the Provincial departments contributing to the annual operating requirements of the Valley REN;
- j) GAAP means Canadian Generally Accepted Accounting Principles, as established from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, or any successor institutes, applicable as at the relevant date, and applied consistently;
- k) Liaison and Oversight Committee (herein referred to as the LOC) means a committee established to represent the Funders;
- l) Operating Costs means the costs associated with operating and administering the Valley REN;
- m) Province means His Majesty the King in right of the Province of Nova Scotia;
- n) PSAS means the Public Sector Accounting Standards developed and maintained by the Public Sector Accounting Board of Canada;
- o) Regional Strategy means the Regional Economic Development Strategy formulated by the Valley REN that has been received by the parties to guide the Valley REN annual business planning and to allow the Funders to measure REN progress over a four-year period; and
- p) Uniform Assessment means the same as in the *Municipal Grants Act*, R.S.N.S. 1989, c. 302, for the coming fiscal year.

EFFECT

2. The parties hereto agree that this Agreement is effective as at the date first above written and replaces the 17 June 2014 Valley REN Intermunicipal Service Agreement. This Agreement shall be filed with the Registrar of Joint Stock Companies to confirm the terms upon which the body corporate has been established and governed pursuant to section 60 MGA.
3. The parties agree that the body corporate shall continue to be known as the Valley Regional Enterprise Network (Valley REN).
4. The parties, LOC, and Board of Directors acknowledge that disclosure of documentation, records and information in the possession of the Valley REN shall be subject to the *Freedom of Information and Protection of Privacy Act*, 1993, c.5.

5. Pursuant to section 3(ar) MGA, the Valley REN shall operate as a municipal government as defined, subject to the same legislative rights and obligations, including, without limitation, the *Public Procurement Act, 2011, c. 12, Municipal Conflict of Interest Act, R.S. c. 299, the Conflict of Interest Act, 2010, c. 35, and the Labour Standards Code, R.S. c. 246.*

GOVERNANCE

Parties

6. Any amendments to this Intermunicipal Service Agreement (IMSA) shall be attended in writing and executed by all parties. The parties further agree to conduct a review of this IMSA at minimum every four years from the date of execution.
7. A municipality, village, or band council pursuant to the *Indian Act (Canada)* that is not party to this Agreement may, with the unanimous consent of the parties, join the Valley REN.

Board of Directors

8. The Board of Directors shall be responsible to:
 - a. Oversee the development and implementation of the Regional Strategy;
 - b. Establish and approve an Annual Business Plan and Budget that meets the objectives of the Regional Strategy and Core Program activities and any approved Special Project(s) by March 1 of every year;
 - c. Deliver an annual report and annual audited financial statements to the LOC by June 30 each year;
 - d. Conduct an Annual General Meeting of the Valley REN on or before June 30 of each year;
 - e. Steward the financial health of the Valley REN by ensuring strong financial management skills and appropriate internal controls;
 - f. Conduct an annual organizational evaluation to appraise its performance and efficiency;
 - g. Develop and follow a recruitment and nomination process for the Board of Directors composition for consideration by the LOC;
 - h. Meet with the LOC at least twice annually to report on all activities of the Valley REN;
 - i. Create and publish the CEO position description;
 - j. Develop and execute a CEO employment contract that establishes the terms of appointment with said contract including, without limitation, the terms of the CEO performance evaluation;
 - k. Request, review, and approve policies for the Valley REN; and
 - l. Review and approve Contribution Agreements, and direct the Chair of the Board of Directors and the CEO to execute same on behalf of the Valley REN, subject to the approval of the LOC.

9. The Board of Directors shall set the salary range of the CEO that is industry comparable, compliant with the Provincial Contribution Agreement, and is in the long-term interest of the Valley REN.
10. The Board of Directors has the power to remove the CEO subject to employment contract provisions.
11. The Board of Directors shall comprise a minimum of eight and a maximum of 12 business and community leaders.
12. Members of the Board of Directors serving, as at the date of this Agreement, shall remain in office in accordance with their appointment terms.
13. New members of the Board of Directors shall be approved by the LOC in accordance with the Board's Terms of Reference, except when a new member is completing the term of a member who has resigned or whose position is vacated mid-term.
14. The Board of Directors has authority to establish committees, one of which shall be the Audit Committee.
15. The Board of Directors shall, as part of the Valley REN Annual General Meeting, appoint a Chair and Vice-Chair from amongst their members.
16. The Board of Directors shall establish written position descriptions for the Chair and Vice-Chair.
17. The Board of Directors shall convene meetings and conduct itself in accordance with rules of order set out in the MGA and, where the former is silent, then Robert's Rules of Order 12th ed. Each member shall have one vote, including the Chair and Vice-Chair.

Liaison and Oversight Committee (LOC)

18. The LOC shall comprise:
 - I. the Chief or Mayor of each of the parties, or a designate approved by their Councils, and may include a staff member of Glooscap; and
 - II. a staff member(s) appointed as a representative of the Provincial department(s) pursuant to the Contribution Agreement between the Province and the Valley REN.
19. Notwithstanding 19 (I), the Chief Administrative Officer (CAO), or Senior Staff member of Glooscap or their designate, can participate in LOC meetings as a non-voting member.
20. The CEO shall participate in LOC meetings as a non-voting member.
21. The LOC shall be responsible to:
 - a) approve all appointments to the Board of Directors;
 - b) prepare and adopt position descriptions for the LOC Chair and Vice-Chair;
 - c) approve and monitor the implementation of the Regional Strategy;
 - d) ensure that the LOC and the Board of Directors have written terms of reference and code of conduct policy that sets out their roles and responsibilities, with said terms and codes being in accordance with the provisions of this Agreement;

- e) Each member of the LOC shall serve at the pleasure of their Council and, unless otherwise disqualified or removed, shall hold office until a successor is named by the appointing party.
 - f) Notwithstanding provision 21(e), in the event of any vacancy that occurs with respect to a member, the Council appointing such member shall appoint a replacement within eight weeks.
 - g) establish and review regularly a communication process for the parties on the activities of the Valley REN and issues affecting the Valley REN and its stakeholders;
 - h) nominate a CAO or Senior Staff Member of Glooscap to the Audit Committee;
 - i) on an annual basis appoint a Chair and Vice-Chair; and
 - j) meet at minimum twice a year.
22. The LOC shall convene meetings and conduct itself in accordance with rules of order set out in the MGA and, where the former is silent, then Robert's Rules of Order 12th ed. Each member shall have one vote, including the Chair and Vice-Chair.
23. Reasonable expenses of the LOC, as approved within the Valley REN budget, shall be reimbursed by the Valley REN in a timely manner.

ADMINISTRATION

24. The parties acknowledge and agree that the Board of Directors shall operate according to the CAO model of administration per Part II MGA. The CEO shall be the sole employee reporting to the Board of Directors and be responsible for the effective administration of the Valley REN.
25. The CEO shall be responsible to the Board of Directors for the proper administration and management of the Valley REN in accordance with this Agreement, and the directives and policies of the Valley REN as approved from time to time by the Board of Directors, and statutory requirements per provision 5 herein.
26. Neither the LOC nor the Board of Directors shall direct or instruct the employees of the Valley REN. However, the LOC and Board of Directors may communicate directly with the employees of the Valley REN solely to obtain or provide reasonably required information.
27. The Board of Directors shall provide direction on the objectives, policies, and programs of the Valley REN to the CEO.
28. On a quarterly basis, the CEO shall provide an update report to the LOC and the CAOs/Senior Staff Member of Glooscap or their designates for circulation to the respective Councils.
29. Subject to section 22 MGA, all agendas, meeting packages, and minutes of the Board of Directors and of the LOC shall be publicly available on the Valley REN website.

CORE PROGRAM

30. In addition to implementing the programs approved in the Regional Strategy, the Valley REN shall offer the following core activities:

- a) business support service that provides one-on-one support to business of any size and at any stage of operation by navigating and referring to appropriate and relevant supports;
- b) support tourism based on the recommendations from the Strategic Tourism for Areas and Regions Project; and
- c) develop, maintain, and publish a land and asset database.

31. Any changes to the Core Program:

- a) may be introduced by the Board of Directors or the LOC; and
- b) will require an amendment to this Agreement.

SPECIAL PROJECTS

32. Special Projects shall be reported on and accounted for separately from the Core Program activities but shall not, except in exceptional circumstances approved by the Board of Directors and the LOC, deplete resources dedicated to the Core Program.

33. Special Projects shall be part of the Annual Business Plan and related budget and be included within a brief proposal developed by the CEO that outlines the project need, objective, proposed costs and related funding, and human resource requirements.

34. Special Projects shall be subject to:

- a) the CEO consulting with the CAOs and Senior Staff Member of Glooscap to ensure there is no duplication of efforts; and
- b) approval by the Board of Directors.

TERM AND TERMINATION

35. The term shall commence on 1 April 2023, and continue year-over-year for each Fiscal Year (the "Term") subject to annual reviews and adjustments related to provision 6 and Schedule A of this Agreement.

36. The parties hereto may elect to terminate this Agreement for any reason at any time on agreement of all parties in writing with sixty (60) days' written notice.

37. Upon termination, and subject to contractual obligations, the parties will examine the assets, liabilities, and surplus of the Valley REN and return any net amount remaining pro-rata in accordance with the party's contribution since the effective date of this Agreement.

WITHDRAWAL

38. A party may withdraw from this Agreement at the beginning of any Fiscal Year by providing written notice to the other parties a minimum of ~~thirty-six (36)~~ twenty-four (24) months in advance of the commencement of the Fiscal Year in which they intend to withdraw.

39. A party who provides written notice cannot withdraw, renew or extend their notice. Once written notice has been provided, that party will cease to be a party to the Agreement effective April 1, twenty-four (24) months after notice is given.
40. A party may rejoin the Valley REN per provision 7 of this Agreement, and are required to make additional one-time payment of the base fee.
41. A withdrawing party may make a cash payment in lieu of notice required by provision 38. The payment in lieu of notice shall be based on the amount of funding providing by the withdrawing party in the preceding Fiscal Year multiplied by three.
42. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the Valley REN incurred to the date of the withdrawal and any severance, penalty or other costs incurred by the Valley REN as a result of the withdrawal.

FINANCE AND AUDIT

Budget

43. In January of every year, the LOC shall review and adjust as necessary the proportionate shares of municipal funding to account for changes in population and Uniform Assessment for the coming Fiscal Year.
44. On or before January 31 each year, the CEO shall meet with the Senior Staff Manager of Glooscap and CAOs or their designates for the purposes of reviewing and seeking input on a draft of the Annual Business Plan and budget.
45. The budget shall be prepared in accordance with GAAP and FRAM, funding contracts, and the Valley REN's own financial policies. For greater certainty, the Valley REN is not permitted to purchase capital assets beyond those defined in this Agreement, and is not permitted to incur long term debt.
46. The budget shall be balanced with revenues matching expenditures, and include the anticipated Operating Costs, Capital Costs, the use of Valley REN operating surplus, contributions from the Funders, and the recovery of any deficit from a preceding Fiscal Year.
47. By March 1 of every year, the Board of Directors shall present to the LOC an approved budget and Annual Business Plan for the Valley REN's coming Fiscal Year for information.

Financial Reporting

48. The Valley REN shall maintain working capital of not less than \$100,000 from its operating surplus
49. By June 30 of each year, the CEO shall deliver the Board of Director's approved audit report and year-end audited financial statements to the LOC and any party required to consolidate the Valley REN financial statements under PSAS.

PARTY CONTRIBUTIONS

- 50. Annual contributions made by the parties shall be in accordance with Schedule A, which shall form part of this Agreement.
- 51. Subject to any increases in funding provided through the Provincial Contribution Agreement, the parties may consider an inflationary increase as part of the annual budget approval.
- 52. Valley REN shall invoice the parties at the start of each quarter of the Fiscal Year. Interest on any outstanding balance shall accrue at an annual rate of 12%.

AUDIT COMMITTEE

- 53. Pursuant to FRAM, the Board of Directors shall develop and approve an Audit Committee Policy.

DISPUTE RESOLUTION

- 54. In the event of a budget dispute, it shall be incumbent upon the party disputing the budget to present an alternative budget. In the event the budget is not approved, and notwithstanding any other provision in this Agreement, any dispute that cannot be resolved shall be referred to mediation. Where a dispute remains unresolved by mediation, then any party may refer such dispute to arbitration by provision of written notice to all parties hereto. In the event of arbitration, the arbitrator appointed shall be agreed by the parties within 30 days of submission to arbitration; in default of agreement, the parties will refer the choice of arbitrator to the Supreme Court in accordance with section 12 of the *Commercial Arbitration Act* (Nova Scotia) (CAA). The arbitrator shall agree to conduct the arbitration in accordance with the terms of this Agreement. The appointed arbitrator shall have all the powers given by the CAA. The award and determination of the arbitrator shall be final and binding and each party hereto agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne by the party disputing the budget unless otherwise ordered by the arbitrator.

WAIVER

- 55. No action by any party to this Agreement shall be construed as a waiver saving express written provision of such waiver, and this Agreement shall not be amended saving express written provision of such amendment by all parties hereto.

NOTICE

- 56. Any notice under this Agreement, unless otherwise provided, may be given if delivered or mailed, postage prepaid, or by facsimile transmission or electronic transmission to:

Director of Administration	CAO
Glooscap First Nation	Town of Middleton
159 Smith Road	131 Commercial St
Hantsport, NS BOP 1P0	Middleton, NS BOS 1P0

CAO
Town of Berwick
236 Commercial Street
Berwick, NS B0P 1E0

CAO
Town of Wolfville
359 Main Street
Wolfville, NS B4P 1A1

CAO
Town of Kentville
354 Main Street
Kentville, NS B4N 1K6

CAO
West Hants Regional Municipality
76 Morison Dr. PO BOX 3000
Windsor, NS B0N 2T0

CAO
Municipality of the County of Kings
181 Coldbrook Village Drive
Coldbrook, NS B4R 1B9

APPLICABLE LAW

57. The law governing this Agreement and any action, matter or proceeding based upon or relating to this Agreement shall be the law of the Province of Nova Scotia, which shall have exclusive jurisdiction over any action or proceeding based upon or relating to this.

SEVERABILITY

58. The parties covenant and agree that the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

RELATIONSHIP OF PARTIES

59. The parties hereto shall not be treated as partners or members of a joint venture for any purpose.

FURTHER ASSURANCES

60. The parties hereto agree to execute and deliver any further documents or assurances or to furnish any further information or perform any other act reasonably necessary to give full effect to the terms herein.

EXECUTION

61. This Agreement may be executed electronically and in counterpart and such execution is effective and binding.

TIME

62. Time shall in all respects be of the essence in this Agreement.

DRAFT 2023-03-03

SCHEDULE A

Glooscap Base Fee	\$7,500.00
Other Base Fee	\$7,500.00

	Partner Base Fee	Average % of UA and Pop	UA and Pop Partner Share	Total Partner 2023/2024 Funding	Total Partner %
Berwick	\$7,500.00	2.7%	6,456.15	13,956.15	4.7%
Glooscap	7,500.00	0.0%		7,500.00	2.5%
Kentville	7,500.00	8.0%	19,514.95	27,014.95	9.2%
Middleton	7,500.00	1.9%	4,681.90	12,181.90	4.1%
West Hants	7,500.00	22.6%	54,757.10	62,257.10	21.1%
Kings County	7,500.00	57.9%	140,534.61	148,034.61	50.2%
Wolfville	7,500.00	6.9%	16,738.29	24,238.29	8.2%
Totals	52,500.00	100.0%	242,683.00	295,183.00	100.0%

DRAFT 2024

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their administrators and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by their respective officials, duly authorized.

SIGNED and SEALED)
in the presence of:)

GLOOSCAP FIRST NATION

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

TOWN OF BERWICK

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

TOWN OF KENTVILLE

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

**MUNICIPALITY OF THE COUNTY OF
KINGS**

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

TOWN OF MIDDLETON

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

TOWN OF WOLFVILLE

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

WEST HANTS REGIONAL MUNICIPALITY

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

DRAFT 2023-03-03

Name:	Councilor Andrew Zebian		
Date:	March 20/23	Date Submitted to CAO:	March 21/23

Request for Decision – Initial – to be completed by Council Member

Detail	Synopsis				
Decision Requested:	I would like to discuss Correspondence from Citizens and having them added to the agenda.				
Background: What? Who? How? When?	Property <input type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input checked="" type="checkbox"/>
Strategic Implication: with Dashboard	Current <input type="checkbox"/>		Short Term <input type="checkbox"/>		Long Term <input checked="" type="checkbox"/>
Budget:	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>	Policy:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Desired Outcome:	<p>Over the last year and a half, many Citizens have written letters to Council. Many of these Citizens have requested for their letters to be added to the Council meeting packages. Several of these letters have not been added to the agenda and I would like to know who is making the decision to not have them added and why.</p> <p>Further to that, I would like to ensure all future letters/emails from Citizens are added to any and all future agendas and also that these Citizens receive written responses from the CAO.</p>				
Recommendation:					

Request for Decision – CAO Initial Review

Detail	Synopsis
Department: select all that apply	Governance/Legislative <input type="checkbox"/> Protective Services <input type="checkbox"/> Administration <input type="checkbox"/> Planning <input type="checkbox"/> Engineering Public Works <input type="checkbox"/> Parks and Recreation <input type="checkbox"/> Finance <input type="checkbox"/> Economic Development <input type="checkbox"/>
Decision Requested:	Operational Matter <input type="checkbox"/> Decision of Council Required <input type="checkbox"/> Policy Change <input type="checkbox"/> Other <input type="checkbox"/>

Background:	
Budget:	
Staff Workload:	
Policy:	
Response Options:	
Preferred Strategy:	
CAO Comments:	



22 March 2023

Mayor
Sandra Snow
354 Main Street
Kentville, NS
B4N 1K6

902-679-2502
902-599-1317 (C)
ssnow@kentville.ca

RE: Absence from CAC Meeting 11 April 2023

TIME AWAY

1. I am unavailable to attend the April 11, 2023 CAC Meeting due to time away. The meeting chair is delegated to Deputy Mayor Savage.

Respectfully Submitted

Sandra Snow, Mayor
Town of Kentville