



**AGENDA**  
**Town Council Meeting-Council Chambers**  
**July 4th, 2023**  
**6:00 p.m.**

Doc Ref:

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- 1) Call to Order
- 2) Approval of Agenda
- 3) Approval of Minutes from the regular Town Council meeting held on June 19th, 2023.
- 4) Approval of Minutes from the Emergency Council Meeting held on June 21<sup>st</sup>, 2023.
- 5) Proclamations & Announcements:
  - a) Volunteer of the Month, July
- 6) Delegations:

None
- 7) Correspondence:

**Action:**

**Information:**

  - a) MDS Letter re Burn Ban lift D23-157
  - b) Western Counties Regional Library, Board Meeting Minutes, March 16th D23-159
- 8) Council Items:

None
- 9) Committee Reports:

None
- 10) Staff Reports:
  - a) Building Inspection Report, June D23-158
  - b) Tri-County Planning Initiative – Inter Municipal Agreement D23-160
- 11) New Business:
- 12) Upcoming Meetings/Events:
  - a) Town-Wide Yard Sale, re-scheduled to July 15<sup>th</sup>
  - b) Town Council meeting, Monday July 17th, 6pm, Council Chambers
- 13) In-Camera  
*MGA 22(2)(a) Acquisition, Sale, Lease and security of municipal property*
- 14) Adjournment





**Town of Shelburne**  
**Minutes of the Regular Council Meeting**  
Monday June 19th, 2023

**Council Members Present**

Mayor Harold Locke  
Deputy Mayor Ben Nickerson  
Councillor Elizabeth Acker  
Councillor Rick Davis  
Councillor Sheldon Ringer

**Staff Present**

Sherry Doane, CAO  
Candy Venning, Executive Coordinator  
Sarah Mattatall, Human Resources

**Call to Order**

Mayor Harold Locke called the Council meeting to order at 6:01pm.

The Town of Shelburne is located on the ancestral and unceded territory of the Mi'kmaq, (Mi'kma'ki), in the District of Kespukwitk, home to Acadia First Nation. We are all Treaty people.

We also acknowledge the histories, contributions, and legacies of the African Nova Scotian people and communities.

**Approval of the Agenda**

**THAT** Council approves the Agenda for June 19th 2023, with the removal of item 7c) and the addition of In-Camera item *MGA 22(2)(e)* contract negotiations, added

**Acker-Davis**

**CARRIED**

**Approval of the Minutes**

**THAT** Council approves the Minutes from the regular Council Meeting held on May 15th, 2023.

**Ringer-Nickerson**

**CARRIED**

**Proclamations & Announcements**

a) "Volunteer of the month for June, Businesses that employ Volunteer Firefighters.

This Month we're doing something a little different. The CP&V Committee, along with Town Council have decided to recognize Businesses in the Town of Shelburne who employ Volunteer Firefighters as the Volunteers of the Month for June.

We recognize the sacrifices it also takes as business owners and/or managers to be able to let your employees leave at a moment's notice and continue to work (most times) shorthanded while still providing a service to your town and community.

We appreciate the support you provide to your employees and in turn the help you give to your community by allowing them to jump up and respond to the call of duty!

If you are a business owner and/or manager and you employ a Volunteer Firefighter, THANK YOU for all that you do and all that you continue to do for your community, the CP&V Committee and Town Council recognize you all as the Volunteers of the Month for June.”

- b) “National Indigenous peoples Day, June 21st. For generations, many Indigenous groups and communities have celebrated their culture and heritage on June 21 due to the significance of the summer solstice as the longest day of the year. National Indigenous Peoples Day gives us an opportunity to reflect on the tremendous role aboriginal people play in the cultural, economic and social well-being of Nova Scotia.”
- c) “June 27, Canadian Multiculturalism Day, honours the many cultural communities that help build a strong and vibrant Canadian society. Take this opportunity to celebrate the cultural diversity that enriches us collectively and reaffirm your commitment to equity, inclusion, and mutual respect.”
- d) “July 1st, Canada Day, highlights the richness of our land, our diversity, our culture, our contributions, but above all, our people. Since 1868, July 1st is an important opportunity for Canadians from all communities to come together.”

**Delegations**

None

**Correspondence**

**Action:**

- a) Western Regional Libraries Summer Reading Club request

**M23-074 THAT** Council allow Western Regional Libraries Summer Reading Club to install ‘Story Walk’ along the fence in Graham’s Park until September.

**Acker – Ringer  
CARRIED**

**Information**

- a) Community Garden & Foodshare Assoc. of Shelburne County thank you letter
- b) Black Loyalist Heritage Centre thank you letter
- c) Tri County Regional Centre for Education 2023-24 tax rate
- d) Nova Scotia Utility and Review Board, order approval
- e) Court Services in Shelburne County letter to Minister Lohr

**THAT** Council receive those letters for information.

**Acker-Davis  
CARRIED**

**Council Items**

- a) Feeding Waterfowl and Pigeon *By-Law*, First Reading, regarding adding Deer

**M23-075 THAT** Council gives first reading of the ‘*Feeding Waterfowl & Pigeons By-Law*’ with suggested amendments including the name to “*Feeding Deer, Waterfowl & Pigeons By-Law*”

**Ringer-Nickerson  
CARRIED**

- b) Town of Shelburne Tax Rates and Interest rates for Fiscal Year 2023-24

**M23-076 THAT** Council approve the following Town of Shelburne Tax Rates and Interest Rate for fiscal year 2023/2024 Residential/Resource Tax Rate \$2.01 per \$100 of assessment, Commercial Tax Rate \$3.88 per \$100 of assessment, Wastewater (Sewer) Charge \$260 per unit, Solid Waste Charge \$291.60 per unit, and Interest Rate of 15% per annum added daily on Taxes, Wastewater & Solid Waste.

Davis-Ringer

CARRIED

c) Potential Town Office move

Councillor Acker spoke to the potential of the Town Offices moving to Mowatt St. It was suggested we look at the budget, what needs to be done and a possible timeline to achieve it. The CAO spoke to SSGF monies allocated to accessibility.

d) Commissary Accessibility Marina & Park – request for letter of support

Councillor Davis declared a conflict of Interest.

Mayor Locke raised concerns and expressed a wish to support the existing Marina and Yacht Club. The CAO spoke to the request for information about SHYC and heard back from the Commodore that available slips are at capacity.

Councillor Acker mentioned that the Community Accessibility Marina & Park is not asking for money, just support.

**M23-077 THAT** Council directed staff to write a letter of support for the Commissary Accessibility Marina & Park.

**Acker - Nickerson**

CARRIED

e) Beautification Grant project approval

CAO spoke to the grant application being submitted quickly to meet the June 7<sup>th</sup> deadline, only asking for the use of previously allocated funds, with no additional costs.

**M23-078 THAT** Council approves the 'Street Beautification' project for \$20,000 (with 50% Provincially funded) to be added to the 2023/24 Capital Budget with \$5000 from the existing Operating Budget plus \$5000 from SSGF, if granted.

**Nickerson-Davis**

CARRIED

#### Committee Reports

a) Source Water Protection Committee minutes, February 21st 2023.

Councillor Acker updated Council regarding the latest Source Water Protection Committee Meeting with representatives from MDS and NSECC present.

**THAT** Council accepts the Source Water Protection Committee minutes as presented.

**Acker-Nickerson**

CARRIED

#### Staff Reports

a) *Consultation with MDS for MPS Changes Policy*

CAO spoke to the different districts agreeing to cooperate together on abutting property lines.

**M23-079 THAT** Council accepts the Consultation with MDS for MPS Changes Policy.

**Davis – Ringer**

CARRIED

b) General Capital Reserve Transfer

**M23-080 THAT** Council approve the transfer of \$67,101 from General Special Capital Reserve to General Operating Reserve to complete the refund for the non-sale of Prince St. properties.

**Acker - Ringer**

c) Permitting OHV on Town Roadways for Trails Designation *By-Law*

Discussion arose about the streets that will allow OHV use.

**M23-081 THAT** Council gives first reading to the proposed Road Trails Designation By-Law which designates all of Falls Lane, Water Street south from Falls Lane to King Street, and all of King Street as a road trail within the

meaning of Section 5 of the Road Trails Act

**Davis-Ringer**

**CARRIED**

**New Business**

Councillor Acker mentioned that a resident was very pleased to see the Pride flag up in Town. She attended the 40<sup>th</sup> anniversary of the Dory Museum and toured the new Loyalist Inn.

Councillor Ringer mentioned the Roseway Hospital Charitable Foundation and their upcoming draw.

**Upcoming Meetings**

a) Next Town Council meeting, Tuesday (due to the July 1st Canada Day holiday) July 4th, 6pm, Council Chambers

b) The Town-Wide Yard Sale, re-scheduled to July 15th

**In-Camera**

MGA 22(2)(e) Contract negotiations

MGA 22(2)(c) Personnel

**THAT** we move in Camera under *MGA 22(2)(g) legal advice and MGA 22(2)(c) personnel.*

**Acker -Ringer**

**CARRIED**

**Council Came out of In Camera at 6:40pm.**

**M23 – 082 THAT** the employment of Sherry Doane, CAO with the Town of Shelburne be terminated under section 4 C of the employment contract which states, "The Town may terminate your employment without just cause by providing working notice or pay in lieu of notice equal to two (2) months salary.

**Acker-Davis**

**CARRIED**

**Adjournment**

**THAT** the Regular Town Council Meeting of June 19<sup>th</sup> be adjourned at 6:44pm

**Davis**

**CARRIED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Executive Coordinator



**Town of Shelburne**  
**Minutes of the Emergency Council Meeting**  
Wednesday June 21st, 2023

**Council Members Present**

Mayor Harold Locke  
Councillor Elizabeth Acker  
Councillor Rick Davis  
Councillor Sheldon Ringer

**Regrets**

Deputy Mayor Ben Nickerson

**Staff Present**

Candy Venning, Executive Coordinator  
Sarah Mattatall, HR Manager

**Call to Order**

Mayor Harold Locke called the Council meeting to order at 4:01pm.

**Approval of the Agenda**

**THAT** Council approves the Agenda for June 21st, 2023.

**Acker/Davis**

**CARRIED**

Mayor Locke spoke to the first item on the agenda, appointment of Interim Chief Administrative Officer Ken Smith. Ken has agreed to act as interim CAO for the Town of Shelburne and a contract has been drafted.

The salient terms of the contract were reviewed by the HR Manager, the Mayor and with Council members.

A final copy of the contract will be circulated to Council members for information.

**THAT** Council approve Ken Smith as interim CAO.

**Davis-Ringer**

**CARRIED**

**Adjournment**

**THAT** the Emergency Town Council Meeting of June 21st, 2023, be adjourned at 4:09pm.

**Davis**

**CARRIED**

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Mayor

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Executive Coordinator





**Town of Shelburne**  
**July 2023**  
**Volunteer of the Month**  
**Community Members who Supported & Assisted**  
**Firefighters and First Responders during the Wildfires**  
**Community Participation & Volunteerism Committee Volunteers of the Month**

The CP&V Committee, along with Town Council have decided to recognize Community Members who have supported & assisted the Volunteer Firefighters and First Responders during the Wildfires as the Volunteers of the Month for July.

These people have been working hard behind the scenes, spending countless hours volunteering in various capacities to support our front-line men and women. Whether that be making many, many meals, organizing volunteers, getting, and delivering supplies, setting up and organizing free stores, managing the free store, donating items to anyone who needs them and all the other jobs that helped to support or assist during the Wildfires. Although there are too many names to mention, we wanted you all to know that we recognize the long hours you put in to provide a service to your town and community in a time of need.

We appreciate the support you provided to those who were out working to battle the beast!

If you have volunteered in any role during the Wildfires, THANK YOU for all that you do and all that you continue to do for your community, the CP&V Committee and Town Council recognize you all as the Volunteers of the Month for July.

Thank you!







Naturally Yours

414 Woodlawn Drive, PO Box 280 Shelburne, NS BOT 1W0, Phone: (902) 875-3544 - Fax: (902) 875-1278

June 16, 2023

Department of Natural Resources and Renewables  
3rd Floor, Founders Square  
1701 Hollis Street  
P.O. Box 698  
Halifax, NS B3J 2T9

Attention: Honourable Tory Rushton, Minister of Natural Resources and Renewables  
Email: mindnr@novascotia.ca

Dear Minister Rushton,

Re: **BURN BAN LIFT**

On behalf of the Council of the Municipality of Shelburne, I am writing to express Council's grave concerns regarding your department's recent decision to lift the burn ban as it relates to our municipality.

In discussion yesterday with staff at your department (Forest Protection), I was advised that the decision to lift the burn ban is done through a "science-based approach". I can completely understand and appreciate this; however, there is a "human based approach" that must be considered as well.

Only seven short days ago, the remaining evacuation order that was in place in response to the Barrington Lake wildfire was lifted in our Municipality. A phased approach to re-entry was implemented to allow those residents with damaged or lost properties priority access to the evacuation zone. We also requested that the public refrain from driving through the area for a few days following to show respect for these residents and be sensitive to their need for privacy as they tried to come to terms with their loss.

Since the lifting of this ban, a number of our Councillors have received phone calls and texts from our residents, expressing their concerns and fears about your department's decision.

I have firsthand knowledge of the tremendous pain and grief residents are feeling right now. People are experiencing a myriad of emotions - shock, guilt, anger, anxiousness, sorrow, disbelief, relief, fear, uncertainty, and many more. Even though the wildfire is now classified as being contained, our residents continue to experience profound psychological trauma from this event.

Document #	
D23-157	
Rec'd by	
C.V.	
Date	
JUN 17	
COPIES TO:	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>
	<input type="checkbox"/>

Warren MacLeod, CAO

[Warren.MacLeod@municipalityofshelburne.ca](mailto:Warren.MacLeod@municipalityofshelburne.ca)

[www.municipalityofshelburne.ca](http://www.municipalityofshelburne.ca)

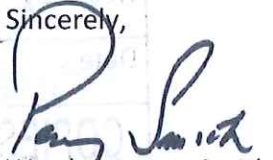
Penny Smith, Warden

[warden@municipalityofshelburne.ca](mailto:warden@municipalityofshelburne.ca)

Our community has only just begun the healing process with trying to come to grips with the devastating loss; a loss for some that may take years, if ever, to recover from. Council firmly believes that lifting the burn ban at this time will have a detrimental effect on our residents' and our community's overall health and mental well-being as we deal with our loss and try to find a way to move forward together.

On behalf of Council, I implore you to reinstate the burn ban for our area until at least June 25, 2023, to be reviewed again at that time. I would also respectfully request that the Municipality of Shelburne be made aware of future decisions on this matter so that we may advise our residents.

Sincerely,



Warden Penny Smith

c: Premier Tim Houston  
c: Rick Perkins, MP - South Shore-St. Margarets  
c: Nolan Young, MLA - Shelburne  
c: Shelburne County Municipal Units

# Western Counties Regional Library

## Board Meeting

March 16, 2023

The regular quarterly board meeting of the Western Counties Regional Library Board was held on Thursday, March 16, 2023 in the Community Room of the IWK Memorial Library building.

### Present in person:

Councillor Sherry Thorburn Irvine, Chair, Municipality of Shelburne  
Councillor Kathy Bourque, Municipality of Argyle  
Councillor Carl Deveau, Municipality of Clare  
Councillor Elizabeth Acker, Town of Shelburne  
Councillor Wade Cleveland, Town of Yarmouth  
Erin Comeau, Secretary-Treasurer

### Present via Zoom:

Councillor George Manzer, Municipality of Digby  
Councillor Patti Durkee, Municipality of Yarmouth  
Councillor Kent Balish, Town of Lockeport  
Patti Simpson, Province of Nova Scotia

### Regrets received:

Councillor Shaun Hatfield, Municipality of Barrington  
Mayor Ben Cleveland, Town of Digby  
Ellen Burton, Yarmouth Public Library & Museum

### Absent:

Louann Link – Town of Clark's Harbour

Vacant - Admiral Digby Library & Historical Society  
Vacant - Shelburne Library Building Association  
Vacant - Province of Nova Scotia

## 1. Call to Order

The Board Chair, Sherry Thorburn Irvine, called the meeting to order at 1:02 p.m.

Document #	
N23-159	
Rec'd by C.V	
Date JUNE 18	
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Council	✓
Agenda	✓
Committee	



## **2. Adoption of Agenda**

It was moved by Carl Deveau and seconded by Wade Cleveland:

“That the agenda be approved as presented.”

Motion carried

## **3. Minutes of the Previous Meetings**

3.1 The minutes of the December 8, 2022 meeting were circulated. There being no errors or omissions, it was moved by Elizabeth Acker and seconded by Kathy Bourque:

“That the minutes of the December 8, 2022 board meeting be approved as circulated.”

Motion carried

## **4. Business Arising from the Minutes**

None

## **5. Chair’s Report**

Sherry Thorburne Irvine reported that she and Elizabeth Acker attended the core library services vision presentation. Sherry is looking forward to the next steps that will be presented. Wage equity was identified as a priority.

## **6. LBANS Representative Report**

Sherry Thorburne Irvine reported that an LBANS meeting was held via Zoom on January 28. LBANS would like to launch an advocacy campaign. An RFP will be submitted to obtain an organization to run the advocacy campaign. Partners will be LBANS, CORL and NSPL.

## **7. Director’s Report**

Erin Comeau reported on the region’s projects. She also gave an interim report on the year’s Goals and Objectives. The Health Benefits Working Group Terms of Reference were circulated and discussed.

The board’s ad hoc committee will also help to review health plan options. Sherry asked Erin to bring the issue of rising health benefits costs to CORL as an equity issue. Employee benefits should be considered as part of the funding review.

Sherry asked if there was a reporting mechanism for provincial appointee. Patti Simpson was not aware of any reporting structure and will investigate further.



Board members agreed to postpone the development of a new strategic plan until the funding review is complete.

It was moved by Wade Cleveland and seconded by Carl Deveau:

“That the Director’s report be accepted as circulated.”

Motion carried

## **8. Financial Statement**

The February 28, 2023 Financial Statement was circulated. Erin reported that the library is on track with its spending. Unless something unforeseen happens, the library will not need to draw from its reserve account to fund the extra 10% health benefits for staff this year.

It was moved by Kathy Bourque and seconded by Patti Durkee:

“That the February 28, 2023 Financial Statement be approved as presented.”

Motion carried

## **9. Health Benefits Sub-Committee Report**

The committee has not met since their first meeting in December. Ben Cleveland is investigating whether the library is eligible to join municipal plans. Ben will follow up with Erin and the committee once he receives information. The staff Health Benefits Working group is also researching options.

## **10. New Business**

### **10.1 Core Services Presentation Discussion**

Board members emphasized the importance of involving the municipalities in the funding review. The province should consider library building maintenance and operations costs as part of the municipal contributions towards library service.

### **10.2 By-Laws**

The draft amendments to the by-laws were circulated prior to the meeting. It was moved by Elizabeth Acker and seconded by Carl Deveau:

“That the board accept the amendments as submitted.”

Motion carried



### 10.3 Land Acknowledgement Discussion

Management would like to see the library develop a land acknowledgement that includes a commitment to reconciliation with the library's commitment being that of continued education through the development of its programs, collections and services. Erin asked for support from the board to proceed with drafting a land acknowledgement along with guidelines for when, how and why the acknowledgement would be made. Staff education surrounding land acknowledgements and treaty education is also required.

Board members appreciate and support this approach. Management will draft land acknowledgements and present them for board approval at the board meeting in June.

### Policies Review

#### 10.4 Staff Use of Library Materials and Equipment

The Staff Use of Library Materials and Equipment was circulated. It was moved by Kathy Bourque and seconded by George Manzer:

“That the board accept the changes to the policy as submitted.”

Motion carried

#### 10.5 Adverse Weather Conditions

The Adverse Weather Conditions was circulated. It was moved by Patti Durkee and seconded by Patti Simpson:

“That the board accept the changes to the policy as submitted.”

Motion carried

#### 10.6 Art Exhibit Policy and Form

The Art Exhibit Policy and Form was circulated. It was moved by Carl Deveau and seconded by George Manzer:

“That the board accept the changes to the policy as submitted.”

Motion carried

#### 10.7 Materials Donations Policy and Form

The Materials Donations Policy and Form was circulated. It was moved by Elizabeth Acker and seconded by Kathy Bourque:

“That the board accept the changes to the policy as submitted.”

Motion carried



## 10.8 Naming of Library Branches and Buildings

The Naming of Library Branches and Buildings was circulated. It was moved by Wade Cleveland and seconded by George Manzer:

“That the Board approve the Naming of Library Branches and Building as submitted.”

Motion carried

## 11. Correspondence

No official correspondence received.

## 12. Other

N/A

## 13. Around the Table

N/A

## 14. Next Meetings

The Annual General Meeting, followed by the Annual General Meeting of the Charitable Association, followed by the Regular Board Meeting will be held on Thursday, June 15, 2023 at 1:00 p.m. in the Community Room of the Izaak Walton Killam Memorial Library building.

## 15. Adjournment

The meeting adjourned at 2:23 p.m.





Naturally Yours

**Inspection Department**

414 Woodlawn Drive, PO Box 280 Shelburne, NS BOT 1WO, Phone: (902) 875-3494 - Fax: (902) 875-1278

June 15, 2023

Town of Shelburne  
ATTN: Sherry Doane  
PO Box 670  
Shelburne, NS  
BOT 1WO

Dear Ms., Doane:

**Re: Monthly Building Report**

The following is the Building Inspection Report for the month of May, 2023.

Fiscal Year	2023/2024	2022/2023
Number of Permits Issued this Month	2	2
Number of Permits Issued to Date	3	6
Construction Value	\$ 185,000.00	\$ 225,000.00
Total Construction to Date	\$ 191,000.00	\$ 1,225,400.00

Document # D23-158	
Rec'd by C.V.	
Date JUNE 26/23	
<b>COPIES TO:</b>	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>

Yours very truly,

**Andrew Goreham, CRBO, CFI  
Director of Inspection Services**

/aad

**Andrew Goreham, Manager of Inspection Services**

andrew.goreham@municipalityofshelburne.ca



Document # D23-160	
Rec'd by C.V.	
Date JUN 27/23	
<b>COPIES TO:</b>	
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Agenda	✓
Committee	

**STAFF REPORT**

**TO:** Shelburne Town Council

**FROM:** Ken Smith, Interim Chief Administrative Officer

**DATE:** June 26, 2023

**SUBJECT:** Tri-County Planning Initiative – Inter Municipal Agreement

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**PURPOSE**

Following a successful application under the *Municipal Innovation Program*, the CAO's from the eight participating Tri-County municipalities have been consulting with each other and their respective Councils to identify the optimum framework to implement an integrated regional planning strategy. The outcome of this process has produced the attached final Inter-Municipal Agreement (IMA) for the eight participating Municipal Council's to ratify.

**Project Partners:**

1. The Municipality of Yarmouth
2. The Municipality of Argyle
3. The Municipality of Barrington
4. The Municipality of Digby
5. The Municipality of Shelburne
6. The Town of Digby
7. The Town of Shelburne
8. Town of Lockeport

**HISTORICAL BACKGROUND & DISCUSSION**

Over the past year or more, the eight Tri-County municipalities have been examining the viability of an innovative approach to integrated regional planning. The process of examining the establishment of a Tri-County Planning Initiative (RPI) has now progressed to the final IMA. The process involved the establishment of a CAO Steering Committee, who in turn engaged Group ATN Consultants Inc. (GATN) to advise on the project. The focus was on the examination of two key areas:

- Validating the need for an RPI; and
- Development of the proposed governance structure.

***WHY ITS NEEDED & KEY BENEFITS***

The case for establishing the RPI is strong. It is based on:

- Several participating municipalities indicated challenges in delivering quality / timely planning and development services based on historical modes of operation. The RPI will provide for greater operational efficiency and scalability.
- The NS Government introduced changes to the *Municipal Government Act* (Bill 58) in 2018 making planning mandatory for all land within municipal boundaries. Tri-County municipalities will struggle to meet these requirements including the capacity to address the 10-year comprehensive review requirements (MPSs & LUBs). The RPI will enhance the ability to do so.
- Municipalities are also faced with managing compliance risk related to legislative requirements under the Nova Scotia *Coastal Protection Act*, the Nova Scotia *Accessibility Act*, and the Federal *Coastal Zone Management Act (CZMA)*. A joint approach through the RPI makes sense.
- An RPI will signal that the Tri-County Area is 'open for business', while also positively influencing talent and business attraction. The Province sees this approach as an innovative model.
- It will help address important cross-cutting issues that defy geographic boundaries, things like drought and climate change management and mitigation.
- An RPI will set the stage for smart growth that's well planned and effectively managed – it is future oriented.
- The RPI will create a higher-profile opportunity for planning and development professionals, supporting talent recruitment and retention at the staffing level.

#### ***THE VISION FOR THE RPI***

- An administrative planning body focused on improving, streamlining, and enhancing the regional planning process, addressing capacity gaps and driving increased revenue generation for municipalities, while also preserving autonomy for each partnering municipality.
- Alignment of planning processes and methodologies across all participating municipal units including harmonizing terminology/definitions; a common approach/format/template for LUBs and MPSs, thereby, enhancing predictability for citizens/investors/developers.
- Addressing cross-cutting challenges like drought, climate change adaptation and enhancing the attractiveness of the Region for investment, talent attraction and business growth.
- Provide surge capacity to assist participating municipalities in achieving compliance with provincial mandatory planning requirements.
- As the RPI grows and scales, other services such as GIS could be included; and
- Providing new career opportunities for municipal staff.

With assistance from the RPI, participating municipalities would retain localized Planning & Advisory Committees (PACs) and leadership in updating their LUP and MPS.

### ***PROPOSED GOVERNANCE MODEL***

The RPI would operate largely as an administrative unit implementing decisions already approved by Councils. Proposed governance, represented in **Appendix A**, includes a Regional Oversight Committee comprised of elected officials, operating under specific *terms of reference*. A *CAO Planning Leadership Group* would provide ongoing administrative oversight for the RPI. This would, in effect, function as a board of directors for the RPI. With an initial five-year mandate, the RPI would grow and scale over time. Governance features would be noted in the proposed Intermunicipal Agreement and *Project Charter*.

### ***RPI LEADERSHIP TEAM***

Securing the ‘right’ leadership for the RPI from the outset would be a critical success factor. Creation of the RPI also could lead to new pathways for existing municipal staff through potential secondments.

### ***COMPLIANCE WITH THE NOVA SCOTIA MUNICIPAL GOVERNMENT ACT***

A detailed analysis of the proposed RPI’s compliance with the MGA indicates that to date, following a thorough review, there have been no constraints identified.

## **BUDGET IMPLICATIONS**

Clause 1.9 d) of the IMA provides the formula for how the costs are to be split amongst the 8 participating Municipalities:

“The funding allocation shall be as follows: a demand factor of 80% rural units to 20% town units will be applied to the cost model, which each unit will then fund according to their percentage of the overall uniform assessment. This share is used to apportion the net operating costs across the two classes of units. The funding percentages shall be reviewed for the first time on April 1, 2025, and every five (5) years thereafter. Adjustments to the percentages shall be subject to all data relevant to the review.”

Although the IMA does not provide a budget (which will ultimately be approved according to the Governance structure in the IMA), this staff report does attach an estimated budget provided by GATN. This draft budget would essentially act as a framework from which the Regional Oversight Committee and CAO Planning Leadership Group would build a final budget to be approved. In this draft budget it is estimated that

the Town of Shelburne's share would initially start at ~\$25,000 in year one and build up to ~\$49,000 by year three.

It should be noted that the Intermunicipal Corporation that is created to provide the planning services for the participating municipalities could very well be used as a vehicle to provide additional future shared services as may be agreed by the participating Municipalities.

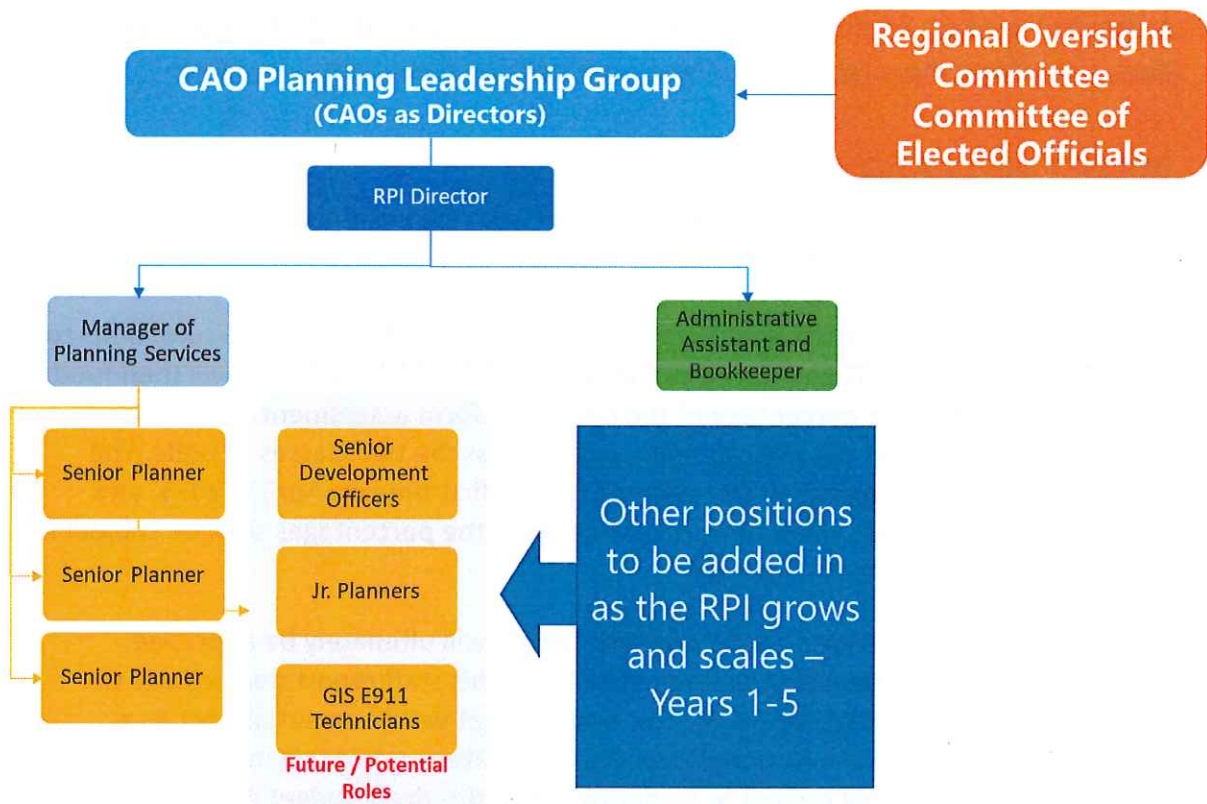
### RECOMMENDATION & MOTION

THAT Council of the Town of Shelburne authorize the CAO to sign the IMA on behalf of the Town of Shelburne and that in the event minor modifications are required to be made to the IMA (such that they do not materially impact the intent, governance and budget of the IMA), that the CAO be authorized to make such modifications in agreement with all the other participating Municipalities.

### ATTACHMENTS

- Inter-Municipal Agreement
- RPI Draft Budget

### APPENDIX A



# **TRI-COUNTY REGIONAL PLANNING INITIATIVE**

## **INTER-MUNICIPAL AGREEMENT & PROJECT CHARTER 2023**

Prepared by: Group ATN Consulting Inc.

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# INTER-MUNICIPAL AGREEMENT

This **INTER-MUNICIPAL AGREEMENT** sets forth the framework for a **Regional Planning Initiative** between:

The **Towns of Digby, Shelburne and Lockeport;**

AND

The **Municipalities of Barrington and Digby;**

AND

The **Municipalities of the Districts of Argyle, Shelburne and Yarmouth.**

**WHEREAS** the Parties wish to enter into a legally binding Inter-Municipal Agreement pursuant to establish a Regional Planning Initiative under the authority vested in them by Section 60 of the *Municipal Agreement Act*.

**THE PARTIES THEREFORE AGREE AS FOLLOWS**

## 1.1 Definitions

### Definitions:

In this Agreement:

1. **Act** means the *Municipal Government Act*
2. **Agreement** means this Intermunicipal Agreement and the attached schedules.
3. **CAO Planning Leadership Group (PLG)** means the committee comprised of CAOs of the participating municipalities which will act as the RPI's board of directors.
4. **Municipal operating contribution** means the municipal contribution requested by the RPI to fund an excess of operational expenditures over revenues.
5. **Operational forecast** means a 5 year prediction of future operational revenues and expenses based on documented managerial assumptions.
6. **Participating Municipalities** means the Municipalities of the Towns of Digby, Shelburne and Lockeport; the Municipalities of Barrington and Digby; and the

## TRI-COUNTY REGIONAL PLANNING INITIATIVE

Municipalities of the Districts of Argyle, Shelburne and Yarmouth.

7. **Project Charter** is the guidance document for purposes of the implementation of the Regional Planning Initiative.
8. **Regional Oversight Committee (ROC)** means the Committee of elected officials established to provide ongoing advice, guidance, input and strategic decision making when required.

### 1.2 Purpose of the Agreement

The purpose of this Agreement is to:

- (a) Establish the overall objects and the governance structure under which the Regional Planning Initiative (“The RPI”), as described in the attached *Project Charter* will be implemented.
- (b) Provide for the authority of the participating municipalities named herein to provide oversight to the implementation of the RPI.
- (c) Establish a governance structure and operating standard as provided in the Project Charter.
- (d) Form a body corporate, known as the *Regional Oversight Committee of Elected Officials (ROC)*, to provide ongoing oversight under the terms and conditions laid out in this Agreement.
- (e) Establish CAO Planning Leadership Group (PLG) comprised of CAOs of the participating municipalities which will act as the RPI’s board of directors.

### 1.3 Purpose of the RPI

The attached *Project Charter* forming part of this Agreement outlines the objectives of the RPI, and its purpose as an administrative organization to address and align regional planning criteria for the Tri-County Area, adhering to the mandatory planning standards for municipalities established by the Province of Nova Scotia.

### 1.4 Powers

- (a) The Regional Oversight Committee shall delegate a *RPI Planning Leadership Group (PLG)*, comprised of Chief Administrative Officers (CAO), to act as a board of directors and to provide ongoing guidance and management support for the implementation and ongoing operation of the RPI.
- (b) The CAO RPI Planning Leadership Group shall hire or contract for personnel, equipment or related facilities necessary or advisable to carry out responsibilities pursuant to this Agreement consistent with the mission and mandate established in the attached *RPI Project Charter* and this IMA.

## TRI-COUNTY REGIONAL PLANNING INITIATIVE

- (c) In addition to any other powers explicitly set out in this Agreement or as granted under the laws of Nova Scotia, the *Regional Oversight Committee* shall have all powers necessary to deliver services as described herein for achievement of RPI goals and objectives.

### 1.5 Services

The Committee shall provide the services necessary to address objectives as laid out in the *Project Objectives* section of the Project Charter.

### 1.6 Regional Oversight Committee Members

- (a) Each Member of this Committee is to be comprised of a regular or alternate representative from each of the Parties.
- (b) The Members of the Committee shall appoint one (1) Member annually to act as Chair.
- (c) The Members of the Committee shall also appoint one (1) Member annually to act as Vice-Chair, and this person shall perform the duties of the Chair in the event of the absence or incapacity of the Chair.
- (d) Each Member shall receive one (1) vote to be cast by the selected regular representative.
- (e) Committee quorum shall consist of at least five (5) Members.

### 1.7 Sharing of Costs

The cost of operations for the Committee shall be paid for by the Parties as determined by the formula provided in the *Financial Plan* section of the Project Charter.

### 1.8 Administration

- (a) The fiscal year of the Committee shall coincide with the municipal fiscal year.
- (b) The Committee shall file an annual report with the Council of each of the Parties each year.
- (c) Except where specifically provided, failure by any Party to act within time provided in this Agreement shall not relieve that Party of its obligation and shall notify the other Parties in a timely fashion of its intent to act or reasons for not taking such action.

### 1.9 Budget and Financial Report

- (a) The RPI shall prepare an annual operating budget and management plan for the operation and shall present such budget and plan to the PLG for approval on or before December 31<sup>st</sup>.
- (b) If either of the parties fails to approve the annual operating budget and management plan, within sixty (60) days of receipt from the RPI, it is agreed that the RPI shall have the power to expend monies in accordance with the previous year's annual operating budget adjusted for any increase in the Consumer Price Index (CPI) to a maximum of 2.5%, as published by Statistics Canada, for the previous twelve (12) month calendar

## TRI-COUNTY REGIONAL PLANNING INITIATIVE

period, until such time as the budget is approved by all Municipalities.

- (c) Each of the participating municipalities agrees to contribute annual municipal funding to the RPI in the amount set out in the annual operating budget prepared by the RPI.
- (d) The funding allocation shall be as follows: a demand factor of 80% rural units to 20% town units will be applied to the cost model, which each unit will then fund according to their percentage of the overall uniform assessment. This share is used to apportion the net operating costs across the two classes of units. The funding percentages shall be reviewed for the first time on April 1, 2025, and every five (5) years thereafter. Adjustments to the percentages shall be subject to all data relevant to the review.
- (e) The parties agree that municipal funding shall be payable on a quarterly basis.
- (f) The RPI, on behalf of the owners, may receive from any government or government body or agency grants of money and use, apply or convey them in accordance with the terms upon which they were made or for any purposes of the RPI that are not inconsistent with the grant.
- (g) Quarterly Financial Reporting - In addition to the presentation of the annual budget, the RPI shall ensure that quarterly income statements accepted by the Board shall be distributed to the respective Councils for their information. The statements shall be provided to the Municipalities within sixty (60) days of the end of the corresponding quarter.

### 1.10 Auditor and Financial Report

The RPI shall annually appoint a registered municipal auditor to be its auditor and, on or before 30 June each year, shall provide councils for the participating municipalities with a financial report for the preceding year signed by the RPI's auditor.

### 1.11 Annual Presentation

The PLG and the CEO of the Authority shall provide an annual presentation to a Joint Meeting of the Councils for the participating Municipalities, wherein the RPI shall update the Municipalities as to the progress that has been made in relation to meeting the objectives identified in the RPI operational plan.

### 1.12 Term, Review and Amendments

- (a) The Parties agree to strive for a regular review of this Agreement every five (5) years.
- (b) This Agreement may only be altered by written amendment as agreed by all Parties.

### 1.13 Withdrawal and Dissolution

- (a) Each of the Parties has a right to withdraw from this agreement by way of delivery of a formal, written Notice of Withdrawal to the Committee, based on motion from Council of the Party seeking withdrawal.
- (b) The condition on the Notice of Withdrawal is that said written notice is delivered to the Committee not less than one (1) year prior to the intended withdrawal date, which shall be at the end of the fiscal year specified in the written notice.
- (c) The withdrawing Party remains responsible for its share of any liabilities incurred to the date of withdrawal.
- (d) The Parties may, by special majority vote requiring two-thirds (2/3) of the Members voting in favour, terminate this agreement and dissolve the Committee.

### 1.14 Assignment

This Agreement shall not be assigned by any party without the prior, written consent of the other.

### 1.15 Dispute Resolution

If a dispute arises during the term of this Agreement and if the dispute cannot be settled through negotiation, any irresolvable dispute as to the proper interpretation of this Agreement shall be handled pursuant to the *Arbitration Act* of Nova Scotia in consideration of the following conditions.

- (a) The costs of mediation shall be borne equally between the parties to the mediation. A mediator shall have all the powers conferred by, and a mediation shall take place in accordance with, the provisions of the *Commercial Mediation Act*, S.N.S. 2005, c. 36, except where its provisions are inconsistent with the provisions of this Agreement, in which case the provisions of this Agreement will prevail.
- (b) If the dispute is not resolved by mediation within ninety (90) days of the initiation of that procedure, the dispute may be referred to arbitration by any party thereto. The arbitration decision is final and is binding upon all the parties to the dispute.
- (c) An arbitrator or arbitral panel shall have all the powers conferred by, and an arbitration will take place in accordance with, the provisions of the *Commercial Arbitration Act*, except where its provisions are inconsistent with the provisions of this Agreement, in which case the provisions of this Agreement will prevail.
- (d) Allocation of the costs of arbitration will be determined by the arbitrator or the arbitral panel.

**TRI-COUNTY REGIONAL PLANNING INITIATIVE**

**1.16 Conflict of Interest**

In the event of a conflict of interest arising for a Member’s regular representative, the designated alternate may vote in place of the representative with a declared conflict.

**1.17 General Provisions**

- (a) This Agreement shall, in all respects, be governed by and construed and enforced in accordance with the laws of the Province of Nova Scotia.
- (b) Failure by any party to insist upon the strict performance of any of the covenants, terms, provisions or conditions in this Agreement shall not be construed as a waiver or relinquishment of such a covenant, term, provision or condition, but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.
- (c) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- (d) The parties each acknowledge and agree that this Agreement has been duly authorized, executed and delivered and is valid and binding upon them and enforceable according to its terms.
- (e) No waiver by a party of any condition of this Agreement, or of any breach of any. provision of this Agreement shall take effect or be binding upon the party unless in writing and signed by the party.

**IN WITNESS WHEREOF** the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF	TOWN OF DIGBY
Witness	Mayor
Witness	Chief Administrative Officer
SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF	TOWN OF SHELBURNE

**TRI-COUNTY REGIONAL PLANNING INITIATIVE**

Witness	Mayor
Witness	Chief Administrative Officer
SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF	TOWN OF LOCKEPORT
Witness	Mayor
Witness	Chief Administrative Officer
SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF	MUNICIPALITY OF BARRINGTON
Witness	Mayor
Witness	Chief Administrative Officer
SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF	MUNICIPALITY OF DIGBY
Witness	Mayor
Witness	Chief Administrative Officer
SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF	MUNICIPALITY OF THE DISTRICT OF ARGYLE

**TRI-COUNTY REGIONAL PLANNING INITIATIVE**

Witness	Mayor
Witness	Chief Administrative Officer
SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF	MUNICIPALITY OF THE DISTRICT OF SHELBURNE
Witness	Mayor
Witness	Chief Administrative Officer
SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF	MUNICIPALITY OF THE DISTRICT OF YARMOUTH
Witness	Mayor
Witness	Chief Administrative Officer

## Schedule A: Regional Oversight Committee Terms of Reference

### TRI-COUNTY REGIONAL PLANNING INITIATIVE

#### *Regional Oversight Committee*

#### TERMS OF REFERENCE

The Regional Oversight Committee (“the Committee”) is not part of the legal structure of the Regional Planning Initiative (RPI) but has an advisory relationship as elected officials of the participating Municipalities, intended to provide guidance and management support.

#### **Membership**

The Committee shall consist of one member from each participating Municipality. The member from the Municipality shall be an elected official, or their designate, as appointed by their respective Council.

#### **Appointment of Committee**

The Committee shall determine or reaffirm its members at the first meeting of the fiscal year.

#### **Meeting Quorum**

A quorum at each meeting shall be five (5) voting members. Meeting attendance is considered valid if the member is physically present, or accesses the meeting via telephone, Skype or other technology.

#### **Frequency of Meetings**

The Committee shall meet not less than once (1) prior to the end of each fiscal year.

#### **Record of Meetings**

The Committee shall ensure that an agreed written record of each meeting is forwarded to all members. Draft minutes will be circulated within two (2) weeks following a meeting. Minute taking will be the responsibility of the Chair to assign.

#### **Staff Attendance**

If designating an individual staff member as record taker, this staff member shall attend the Committee meeting. Other staff may, at the Committee’s discretion, attend meetings as required.

#### **Functions of the Committee**

The Committee shall have an advisory role to the RPI and as such is not part of the legal structure of the RPI. The main functions of the Committee are:

- a) Providing advice and input to the RPI CAO Planning and Leadership Group to develop the Regional Planning Initiative.

## **TRI-COUNTY REGIONAL PLANNING INITIATIVE**

- b) Approving the Regional Planning Initiative.
- c) Monitoring, evaluating and reporting of progress and outcomes on the Regional Planning Initiative to respective Councils.
- d) Responding to inquiries respecting funding contributions.
- e) Ensuring effective communication and feedback with the RPI Planning and Leadership Group.
- f) Reviewing and approving any agreements between the RPI and any other entity which would require the RPI to expend a sum or sums of money in excess of \$100,000 and directing the Planning and Leadership Group to execute same on behalf of the RPI.
- g) Liaison activities with Municipal Councils:
  - i. Reporting on the RPI's progress to their respective Councils;
  - ii. Communicating their respective Councils' thoughts on the RPI to the Planning and Leadership Group; and
  - iii. Soliciting the approval of their respective Councils for continuation of funding toward the RPI.

### **Communication**

The Chair is authorized to be the spokesperson of the Regional Oversight Committee, and the Vice Chair shall be authorized in absence of the Chair.

All communication to and from the Committee shall be directed through the Chair of the Committee and is shared with the entire Committee at the next regular or special meeting.

No member of the Committee, including the Chair and Vice-Chair, shall speak on behalf of the RPI. The RPI's CAO Planning and Leadership Group will designate its own spokesperson(s).

### **Governing Style**

- a) Members of the Committee are those members of participating Municipal Councils or their designates who serve on the Committee at the pleasure of their respective councils.
- b) The Committee shall appoint a Chair annually for a period of one (1) year. A previous Chair may be appointed in immediate succession.
- c) The Committee shall appoint a Vice-Chair annually for a period of one (1) year.
- d) Should the Chair resign from the Regional Planning Committee or their elected Municipal position within their one-year appointment, the Vice-Chair shall assume the role and duties of the Chair for the remainder of the appointment.
- e) Decisions of the Committee shall be made by majority vote with each member having one vote, including the Chair and Vice-Chair.
- f) All meetings of the Committee shall require a quorum consisting of five (5) members. If quorum is not present, no business may be transacted at a meeting of the Committee.
- g) A member of the Committee who fails or refuses to vote on a question is deemed to have voted in the negative.
- h) In the event of a tie vote pertaining to a decision, the tied vote will result in the motion failing.
- i) Expenses of the Committee shall be provided by the RPI as approved within the budget.

### **Code of Ethics**

## TRI-COUNTY REGIONAL PLANNING INITIATIVE

The Committee commits itself and its members to ethical and businesslike conduct. This includes proper use of authority and appropriate decorum when acting as members.

Accordingly,

- a) Members must avoid conflict of interest with respect to their fiduciary responsibility.
- b) There will be no self-dealing or any conduct of private business or personal services between any Committee member and the organization except as procedurally controlled to assure openness, competitive opportunity and equal access to “inside” information.
- c) When the Committee is to decide upon an issue about which a member has an unavoidable conflict of interest, that member shall absent themselves without comment from the vote and from deliberation.
- d) Members will annually disclose their involvement with other organizations, with vendors, or any other associations that might produce a conflict.
- e) Members shall exercise individual authority over the organization only as explicitly set forth in Committee functions.
- f) Members’ interaction with public, press or other entities must recognize the same limitation and the inability of any member to speak for the Committee unless authorized to do so.
- g) Members will respect confidentiality appropriate to issues of a sensitive nature.

### **Chair’s Role**

The Chair shall be appointed annually to sit on the Committee as Chair for the duration of the one-year term. The Chair may serve a maximum of four (4) consecutive terms. The Chair position shall be filled by a voting Municipal member.

Accordingly,

- a) The Chair is, first and foremost, responsible for the effective functioning of the Regional Oversight Committee in its primary role of monitoring the progress of the RPI Planning and Leadership Group. All other duties are secondary.
- b) The Chair has no formal authority to direct the Committee or the affairs of the Regional Oversight Committee, unless otherwise authorized.
- c) The Chair will be spokesperson for the Regional Oversight Committee, but not the RPI, as only the CAO Planning and Leadership Group can speak on its behalf.

In addition to the duties of every board member, the Chair is responsible for

- a) Encouraging the Committee to carry out their role of providing input/feedback and monitoring RPI progress.
- b) Setting annual Committee meeting dates.
- c) Developing Committee meeting agendas in consultation with Committee members.
  - i. Secretariat support, such as minute-taking, minute distribution (draft and final), agenda distribution and requests for items added to the agenda, is the responsibility of the Chair to assign.
- d) Chairing meetings of the Committee.
- e) Maintaining an effective relationship and line of communication with the RPI Planning and Leadership Group.

## TRI-COUNTY REGIONAL PLANNING INITIATIVE

- f) Receiving correspondence on behalf of the Committee and ensuring they are shared with the Committee through email or at the next meeting, when appropriate.

The Chair must have

- a) Knowledge of meeting procedures including rules of order and policy governance.
- b) Knowledge of the contractual requirements of the RPI.
- c) Sufficient time to devote to his/her duties, and/or the ability to delegate some of these duties to his/her staff.

The Chair will ensure the integrity of deliberations of the Committee by

- a) Coordinating an annual evaluation of the RPI.
- b) Striking a balance between time-keeping and space for discussions at meetings.
- c) Ensuring business is dealt with and decisions are made and affirmed.
- d) Adequately documenting decisions, actions and deliberations.
- e) Clearly assigning and monitoring roles and actions for the implementation of decisions.

A Chair may be removed by a resolution for which notice has been given to all members in advance, duly moved and seconded, and passed by at least five of the members present at a regular or special meeting of the Committee.

### **Vice Chair**

The Vice-Chair shall be appointed annually. The Vice-Chair may serve for maximum of four (4) consecutive terms.

The Vice-Chair will work closely with the Chair to facilitate succession planning for the Chair position. The Vice-Chair shall fulfill the duties of the Chair when

- a) The Chair is absent
- b) The Chair is in a Conflict of Interest; or
- c) The Chair resigns from their position on the Committee or their Municipal Council.

### **Nominations and Elections Process for the Chair and Vice-Chair**

Standard nomination procedures shall be followed. An interested member may self-nominate, provided his or her nomination is seconded. The Chair position shall be filled by a voting Municipal member.

**Schedule B: CAO RPI Planning and Leadership Group Terms of Reference**

**TRI-COUNTY REGIONAL PLANNING INITIATIVE**

*CAO RPI Planning and Leadership Group (PLG)*

**TERMS OF REFERENCE**

The CAO RPI Planning and Leadership Group (PLG) will act as board of directors for the Regional Planning Initiative (RPI).

**Membership**

The PLG shall consist of the Chief Administrative Officer (CAO) from each participating Municipality as well as a CEO/Director hired or contracted by the PLG. Each CAO will be granted one vote on behalf of their Municipality.

**Appointment of Group Members**

The PLG shall determine or reaffirm its members at the first meeting of the fiscal year.

**Meeting Quorum**

A quorum at each meeting shall be five (5) voting members. Meeting attendance is considered valid if the member is physically present, or accesses the meeting via telephone, Skype or other technology.

**Frequency of Meetings**

The PLG shall meet at least four times per year, not less than once per quarter.

**Staff Attendance**

Other staff of each participating Municipality may, at the PLG's discretion, attend meetings as required.

**Functions of the CAO RPI Planning and Leadership Group**

The PLG shall act as board of directors for the RPI. The main functions of the PLG include:

- a) Developing and implementing the RPI.
- b) Reporting of RPI progress and outcomes to the RPI Regional Oversight Committee.
- c) Responding to inquiries from the CEO/Director and Council(s) respecting funding requirements and contributions for planning and disbursement purposes.
- d) Ensuring effective communication and feedback with the Regional Oversight Committee.
- e) Recruiting, hiring and evaluating a competent and impartial CEO/Director to carry out RPI's mandate. Performance appraisal of the CEO/Director should be carried out by the PLG on an annual basis.

## **TRI-COUNTY REGIONAL PLANNING INITIATIVE**

- f) Executing any agreements between the RPI and any other entity which would require the RPI to expend a sum or sums of money in excess of \$100,000 as directed by the Regional Oversight Committee.
- g) Liaison activities with Regional Oversight Committee:
  - i. Reporting on the RPI's progress.
  - ii. Soliciting the approval of their respective Municipal representatives for continuation of funding toward the RPI.

### **Functions of the CEO/Director**

The CEO/Director will be hired by the PLG and become member of the PLG in this capacity.

Responsibilities of the CEO/Director include:

- a) Carrying out the mandate of the RPI within executive limitations (i.e., financial thresholds or other restrictions placed by delegated authorities) through instruction from the PLG and guidance from the Regional Oversight Committee.
- b) Collecting and disbursing funds as required to action the Intermunicipal Agreement in the best interest of each participating Municipality.
- c) Recruiting, hiring and evaluating additional staff members with aim to advance RPI goals.
- d) Chairing meetings of the PLG or designating a chairperson in their absence.
- e) Assigning a minute-taker for each meeting of the PLG and ensuring that an agreed written record of each meeting is forwarded to all members. Draft minutes will be circulated within two (2) weeks following a meeting.

### **Communication**

The Chair is authorized to be the spokesperson of the CAO RPI Planning and Leadership Group, and the Vice Chair representative shall be authorized in absence of the Chair. The Chair is the only designated spokesperson authorized to speak on behalf of the RPI, unless expanded by the PLG.

All communication to and from the PLG shall be directed through the Chair and will be shared with the entire PLG at the next regular or special meeting.

#### *Annual Presentation to a Joint Meeting of the Councils*

The CAO RPI Planning and Leadership Group together with the CEO/Director shall provide an annual presentation to a Joint Meeting of the Councils for the participating Municipalities. At this meeting, the Councils shall be updated as to progress made in relation to RPI goals and objectives.

### **Governing Style**

- a) Members of the PLG are the CAOs of participating Municipalities and the CEO/Director hired by the PLG to implement the RPI.
- b) The CEO/Director shall be appointed Chair of the PLG.
- c) The PLG shall appoint a Vice-Chair, Treasurer and Chair of the Audit Committee bi-annually.

## TRI-COUNTY REGIONAL PLANNING INITIATIVE

- d) Should the CEO/Director resign from the RPI, the Vice-Chair shall assume the role and duties of the Chair in the interim, until such time as a replacement CEO/Director is hired.
- e) Decisions of the PLG shall be made by majority vote with each member having one vote, including the Vice-Chair, Treasurer and Chair of the Audit Committee.
- f) All meetings of the PLG shall require a quorum consisting of five (5) members. If quorum is not present, no business may be transacted at a meeting of the PLG.
- g) A member of the PLG who fails or refuses to vote on a question is deemed to have voted in the negative.
- h) In the event of a tie vote pertaining to a decision, the tied vote will result in the motion failing.
- i) Expenses of the PLG shall be provided by the RPI as approved by the Regional Oversight Committee within the budget.

### **Code of Ethics**

The PLG commits itself and its members to ethical and businesslike conduct. This includes proper use of authority and appropriate decorum when acting as members.

Accordingly,

- a) Members must avoid conflict of interest with respect to their fiduciary responsibility.
- b) There will be no self-dealing or any conduct of private business or personal services between any group member and the organization except as procedurally controlled to assure openness, competitive opportunity and equal access to “inside” information.
- c) When the PLG is to decide upon an issue about which a member has an unavoidable conflict of interest, that member shall absent themselves without comment from the vote and from deliberation.
- d) Members will annually disclose their involvement with other organizations, with vendors, or any other associations that might produce a conflict.
- e) Members shall exercise individual authority over the organization only as explicitly set forth in PLG functions.
- f) Members’ interaction with public, press or other entities must recognize the same limitation and the inability of any member to speak for the Committee unless authorized to do so.
- g) Members will respect the confidentiality appropriate to issues of a sensitive nature.

### **Chair’s Role**

The Chair position shall be filled by the CEO/Director selected by the PLG.

Accordingly,

- a) The Chair is, first and foremost, responsible for the effective functioning of the PLG in its primary role of implementing the RPI.
- b) The Chair has formal authority to direct the affairs of the RPI as mandated under the *Intermunicipal Agreement*.
- c) The Chair will be spokesperson for the PLG and the RPI.

## **TRI-COUNTY REGIONAL PLANNING INITIATIVE**

In addition to the duties of every board member, the Chair is responsible for

- a) Encouraging the PLG to engage in planning and implementation, including input and feedback on RPI progress within each participating Municipality.
- b) Setting quarterly meeting dates and organizing additional meetings as needed.
- c) Developing meeting agendas in consultation with PLG members.
- d) Chairing meetings of the PLG.
- e) Maintaining an effective relationship and line of communication with the Regional Oversight Committee.
- f) Receiving correspondence on behalf of the RPI and ensuring they are shared with the PLG through email or at the next meeting, when appropriate.
- g) Coordinating with the Chair of the Audit Committee on the communication and disbursement of audit results.

The Chair will ensure the integrity of deliberations of the Committee by

- a) Supporting the Regional Oversight Committee Chair on an annual evaluation of the RPI.
- b) Striking a balance between timekeeping and space for discussions at meetings.
- c) Ensuring business is dealt with and decisions are made and affirmed.
- d) Adequately documenting decisions, actions and deliberations.
- e) Clearly assigning and monitoring roles and actions for the implementation of decisions.

### **Vice Chair**

The Vice-Chair shall be appointed bi-annually. The Vice-Chair may serve for maximum of two consecutive terms.

The Vice-Chair will work closely with the Chair to facilitate succession planning for the Chair position when necessary. The Vice-Chair shall fulfill the duties of the Chair when:

- a) The Chair is absent
- b) The Chair is in a Conflict of Interest; or
- c) The Chair resigns from their position with the RPI. The Vice-Chair will act as Chair on an interim basis until a replacement is appointed.

### **Treasurer**

The Treasurer shall be appointed bi-annually. The Treasurer may serve for maximum of two consecutive terms.

The Treasurer shall fulfill the following duties in support of the RPI:

- a) Execute or monitor all financial transactions performed by the PLG on behalf of the RPI,
- b) Record, organize and maintain financial transactions for annual reporting.
- c) Report all financial statements and documentation pertaining to RPI operations to the Audit Committee at least two (2) weeks prior to the annual meeting of the Audit Committee.

## TRI-COUNTY REGIONAL PLANNING INITIATIVE

### **Chair of the Audit Committee**

The Chair of the Audit Committee shall be appointed bi-annually. The Chair of the Audit Committee may serve for maximum of two consecutive terms.

The Chair of the Audit Committee shall be responsible for:

- a) Organizing and selecting an Audit Committee to perform an annual audit of RPI transactions and financial statements, as compiled by the appointed Treasurer.
- b) Coordinating an annual meeting of the Audit Committee.
- c) Obtaining financial records from the Treasurer at least two (2) weeks prior to the annual meeting of the Audit Committee.
- d) Dispersing a copy of financial records to all members of the Audit Committee at least two (2) weeks prior to the annual meeting.
- e) Chairing an annual meeting of the Audit Committee and reporting findings to the PLG and Regional Oversight Committee.

### *The Audit Committee*

- a) The Audit Committee shall meet once annually to review and approve the financial statements of the RPI.
- b) The Audit Committee shall consist of three (3) members of the PLG, including the Chair of the Audit Committee. An external party may be suggested and approved by the PLG.
- c) Members of the Audit Committee will be selected by the Chair of the Audit Committee. External members suggested for appointment to the Audit Committee shall be voted on and approved with majority vote by the PLG.
  - a. The CEO/Director and the Treasurer, in the year they are Treasurer, may not be appointed to the Audit Committee.

### **Nominations and Elections Process for the Vice-Chair, Treasurer and Chair of the Audit Committee**

Standard nomination procedures shall be followed. An interested member may self-nominate, provided his or her nomination is seconded. The Vice-Chair and Treasurer positions shall be filled by a voting Municipal member.

# PROJECT CHARTER

## 2 INTRODUCTION

This proposed draft Project Charter will guide the development of the Tri-County Regional Planning Initiative (RPI), supporting eight Tri-County municipalities leading an integrated approach to regional planning:

- 1. The Municipality of Yarmouth**
- 2. The Municipality of Argyle**
- 3. The Municipality of Barrington**
- 4. The Municipality of Digby**
- 5. The Municipality of Shelburne**
- 6. The Town of Digby**
- 7. The Town of Shelburne**
- 8. Town of Lockeport**

The Project Charter supports responsible and effective project management and may be reviewed from time to time by the CAO Planning Leadership Group to make any refinements/adjustments required as the RPI evolves.

This document provides a preliminary delineation of roles and responsibilities, outlines project objectives, identifies the main stakeholders, and defines the authority of the Director(s) and/or designate. It also provides a governance and operational structure, enabling the Regional Oversight Committee to advance the initiative and address next steps.

### 2.1 Reference Documents

The following documents are referenced within this Project Charter:

- *Application to the Municipal Innovation Fund*
- *Intermunicipal Agreement (in draft)*
- *Briefing Document – Regional planning Initiative*

### 2.2 Excerpt from the *Innovation Fund Proposal re Intent # 1*

The focus of *Intent # 1* is to establish the parameters for the creation of a Tri-County Regional

## TRI-COUNTY REGIONAL PLANNING INITIATIVE

Planning Initiative (RPI) and, specifically, to establish the corporate and governance structure.

### 3 PROJECT BACKGROUND AND KEY COMPONENTS

Changes to the *Municipal Government Act* (Bill 58) in 2018 introduced mandatory planning requirements for all land within a municipality. Recognizing the capacity constraints that exist and the accompanying broader objectives the municipalities collectively want to achieve, the eight participating municipalities in the Tri-County area have examined the feasibility of an integrated approach to regional planning. The result of this analysis is the Tri-County Regional Planning Initiative, designed to bring a number of benefits to the participating municipalities over a multi-year timeline.

The infographic below describes the key components associated with the longer-term planning context for the RPI:



Expected benefits for the participating municipalities include:

- Shared service model providing professional planning services
- Reduced reliance on expensive out-sourced planning services

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- A means to address existing planning gaps and build capacity
- Compliance with provincial mandatory planning requirements
- As a ‘pilot’, an opportunity to ‘learn as you go’ and make adjustments
- Value-add for future planning & coordination
- A model for other shared services initiatives
- Opportunity for more ambitious planning to address cross-cutting issues like drought, climate change while influencing investment and talent attraction; and
- A cost control strategy to mitigate what are expected to become increasing costs to deliver planning and related services under present operating models.

**3.1 Current Status**

Following an extensive jurisdictional review and stakeholder engagement process involving the eight participating municipalities, Intent #1, designed to establish parameters for the creation of a Tri-County Regional Planning Initiative, has been completed. This work is encompassed in this Project Charter and companion documents setting out a framework and proposed governance structure for advancing the RPI.

**3.2 Project Charter Template**

<p><b>Establishing the Regional Planning Initiative</b></p>	<p>This Project Charter provides a framework and key objectives associated with advancing the Regional Planning Initiative.</p>
<p><b>Terminology</b></p>	<p>Terminology used in the Project Charter is listed and explained:</p> <ul style="list-style-type: none"> <li>■ Regional Oversight Committee (ROC) – Oversight body of municipal elected officials</li> <li>■ CAO Planning Leadership Group (PLG) – RPI’s Board of Directors</li> <li>■ Regional Planning Initiative (RPI) – Title of the pilot project</li> </ul>

<p><b>Project Objectives</b></p>	<p>The RPI is designed to address the following in the most efficient manner possible by aggregating resources, strengthening capacity and reducing reliance on and cost of contracting external planning consultants.</p> <p>Key objectives underpinning the development of the RPI include:</p> <ul style="list-style-type: none"> <li>■ Enabling participating municipalities to be compliant with provincial mandatory planning requirements.</li> <li>■ Addressing key drivers and management of compliance risk related to requirements under the following legislation:             <ul style="list-style-type: none"> <li>○ <i>Nova Scotia Coastal Protection Act</i></li> <li>○ <i>Nova Scotia Accessibility Act</i></li> <li>○ <i>Federal Coastal Zone Management Act (CZMA)</i></li> </ul> </li> <li>■ Providing for greater operational efficiency and scalability recognizing that there are existing gaps in planning capacity, that costs are increasing, and resources are finite.</li> <li>■ Creating a resource and the capacity to address the 10-year comprehensive review requirements for municipal planning strategies and land-use bylaws.</li> <li>■ Creating the capacity to address surge requirements across participating units to ensure compliance with overall provincial requirements.</li> <li>■ Addressing the significant pent-up demand for planning services among the participating municipalities.</li> <li>■ Sending the signal that the Tri-County Area is ‘open for business’, while also positively influencing talent and business attraction at a strategic level.</li> <li>■ Addressing important cross-cutting issues that defy geography – i.e., drought and climate change management and mitigation.</li> <li>■ Setting the stage for smart growth that’s well planned and effectively managed in a responsive manner.</li> <li>■ Building capacity in municipal governance and leadership and creating new career paths for municipal employees while minimizing reliance on outside planning contractors; and</li> <li>■ Establishing the foundation of a new and innovative model that may be able to generate revenue through sale of professional and advisory services or emulated by other municipalities throughout Nova Scotia.</li> </ul>
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<p><b>Project Background and Focus</b></p>	<p>Participating municipalities in the Tri-County area have historically been challenged in meeting planning regulations.<sup>1</sup> There are significant capacity gaps, made more complex by the current and prospective legislative and regulatory environment.</p> <p>Specifically, the Government of Nova Scotia introduced changes to the <i>Municipal Government Act</i> (Bill 58) in 2018 <u>making planning mandatory for all land within the boundaries of the municipality</u>. Under the new conditions, municipalities are required to have comprehensive planning documents for all parts of the municipality to address minimum planning standards.</p> <p>In addition to addressing mandatory planning requirements, the RPI will also be valuable in addressing important contemporary cross-cutting issues that would be more challenging for individual municipalities to address. These include things like drought, climate change adaptation, management and mitigation, as well as enhancing the dynamism of the Region, as a whole, for investment attraction and business growth. The latter component of the vision is seen as a strategic approach to further support the ambitious goals of the Western Regional Enterprise Network (WREN).</p>
<p><b>The Vision for the Project</b></p>	<p>The <b>vision</b> for the Regional Planning Initiative (RPI) is to collectively improve, streamline, and enhance the regional planning process and address capacity gaps, while preserving the autonomy of each partnering municipality. This will be accomplished by working collaboratively to:</p> <ul style="list-style-type: none"> <li>■ Modernize and harmonize land use planning for greater predictability for all – citizens, developers, site selectors &amp; business.</li> <li>■ Support compliance with provincial mandatory requirements in an environment of finite resources.</li> </ul>

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<sup>1</sup> Based on findings from interviews with participating municipalities.

TRI-COUNTY REGIONAL PLANNING INITIATIVE

	<ul style="list-style-type: none"> <li>■ Find solutions to cross-cutting issues like climate change management (e.g., drought, coastal land development, climate management and adaptation).</li> <li>■ Position the municipal governments as leaders and influencers in creating the right conditions to support economic development, talent attraction and population growth.</li> </ul>
<p><b>Project Purpose Statement</b></p>	<p>The Regional Planning Initiative aims to:</p> <ul style="list-style-type: none"> <li>■ <b>Fairly allocate and share costs</b>, using a combined base fee plus user fee</li> <li>■ <b>Attract and retain talent</b> for the region</li> <li>■ <b>Improve capacity</b> and respond to municipal planning needs</li> <li>■ <b>Take a proactive approach to planning services</b> and the <b>reduction of duplication</b> of services</li> <li>■ <b>Simplify</b> planning services including consistency of language of Land Use Planning (LUP) and Municipal Planning Strategies (MPS) documents across the partnering municipalities for customer ease</li> <li>■ <b>Comply with legislation</b> now and into the future; and</li> <li>■ <b>Reduce costs</b> through shared service provision desirable, but not a main driver.</li> </ul>
<p><b>Goals</b></p>	<p>The RPI features the following short- and long-term <b>goals</b>:</p> <ul style="list-style-type: none"> <li>■ Align planning processes and methodologies across all participating municipal units including harmonizing terminology / definitions; a common approach / format / template for planning initiatives such as LUPs and MPSs.</li> <li>■ Streamline and drive efficiencies within planning processes and permitting to address the objective of giving greater predictability to inward investors and / developers looking at the Tri-County area as a growth or expansion opportunity.</li> <li>■ Optimize municipal revenue generation potential through effective planning, oversight and permitting.</li> <li>■ Provide surge capacity to assist participating municipalities in achieving compliance with provincial mandatory planning requirements, as well as special planning requirements that may emerge during the life of the pilot.</li> </ul>

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	<ul style="list-style-type: none"> <li>■ Collaboratively develop strategy, options, and avenues for the role of the RPI in supporting economic development and business expansion and retention in concert with the WREN</li> <li>■ Build GIS services that can be provided to participating municipalities similar to a GIS shared utility model</li> <li>■ Provide professional planning services – i.e., landscape architects and development officers</li> <li>■ Provide building inspection services; and</li> <li>■ Take a strategic approach to the development and maintenance of the human capital and talent requirements to provide high quality planning services to the participating municipalities, while also providing new career opportunities for municipal staff.</li> </ul>
<p><b>Implementation</b></p> <p>Describes next steps and a commitment to performance management and reporting as foundational for overall accountability</p>	<p>The multi-year plan for the implementation of the RPI is outlined in Section 3 of this Project Charter.</p> <p>With the completion of Intent #1, participating municipalities commit to advancing the project through the designated subsequent phases.</p> <p>In advancing the projects, objectives will be updated each year as part of an annual planning cycle.</p> <p>Key Performance Indicators (KPIs) will be used to outline expected outcomes and provide an accountability framework for monitoring results. KPIs will also be updated each year as part of the project planning cycle</p>
<p><b>Governance &amp; Oversight</b></p> <p>Describes how participating municipalities will manage the RPI implementation process. It provides an organizational chart and addresses roles and responsibilities</p>	<p>Within the context of an enabling <i>Intermunicipal Agreement</i> entered into by the participating municipalities and further defined in this Project Charter, the governance model (<b>Figure 1</b> below) includes two levels.</p> <p>The first is a <b>Regional Oversight Committee of Elected Officials</b> (ROC). This Committee will meet periodically on an as-required basis to be briefed on results and emerging issues, as well as to provide ongoing advice, guidance, input and strategic decision making when required.</p> <p>CAOs have the practical knowledge to provide well-informed ongoing administration and oversight. As an administrative body, the RPI will implement decisions already made by the elected Councils of the participating municipalities.</p>

	<p>The implementation process and ongoing management of the RPI will be accomplished through the <b>CAO Planning Leadership Group (PLG)</b> comprised of the CAOs of the participating municipalities.</p> <p>This group will recruit, hire and evaluate the Director / CEO and establish organizational <b>ends</b>, the <b>means</b> to achieve them and also set the <b>executive limitations</b> governing the ongoing management of the RPI.</p> <p>As with the ROC, the PLG will operate under the <i>Intermunicipal Agreement</i> and this Project Charter. In this role, the PLG will meet at least quarterly, and more frequently during the implementation of the RPI.</p> <p>The PLG has a Chair, Vice Chair, Treasurer and Chair of the Audit Committee. These positions have term limits and rotate two members bi-annually, thereby providing leadership opportunities for all members while maintaining corporate knowledge and business continuity in the ongoing oversight and management of the RPI.</p> <p>The Director / CEO is empowered by the CAO Planning Leadership Group to manage the RPI within 'executive limitations' such as financial thresholds for decision making, as well as other delegated authorities. The PLG will be responsible for the performance appraisal of the Director / CEO while the CEO / Director will manage the RPI within executive limitations, and the staff complement itself.</p> <p>The organizational chart below outlines the governance structure for the RPI:</p> <p><b>Figure 1: Governance Structure</b></p>
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	<div data-bbox="682 252 1347 682" data-label="Diagram"> </div> <p data-bbox="451 787 1388 871">The Project Implementation Team, will develop appropriate governance procedures and protocols addressing:</p> <ul data-bbox="503 871 1404 1438" style="list-style-type: none"> <li>■ Office location and IT/software requirements</li> <li>■ Meetings management procedures and protocols associated with agenda development/issuance and minutes/memorializing meeting results, among other administrative matters.</li> <li>■ Budget requirements and management, expense management and documentation and the development of an overall accountability framework for the operation of the RPI.</li> <li>■ Evaluation and reporting (communications) protocols.</li> <li>■ Database for documenting project progress and to support evidence based decision making.</li> <li>■ Articulation of how the RPI will benefit investment and talent attraction; and</li> <li>■ Other duties as may be required.</li> </ul>
<p><b>Financial Plan</b></p>	<p>The following table provides a draft operating budget for the RPI. The budget is scaled to the anticipated demands on the RPI based on the number of participating municipalities.</p>

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EXPENSES	2023/24	2024/25	2025/26	2026/27	2027/28
<b>Staff</b>					
RPI Director/Senior Planner	\$86,250	\$115,000	\$115,000	\$115,000	\$115,000
Administrative Assistant	\$27,500	\$55,000	\$55,000	\$55,000	\$55,000
<b>Planning Department</b>					
Senior Planner 1	\$45,000	\$90,000	\$90,000	\$90,000	\$90,000
Jr. Planner 2	\$0	\$35,000	\$70,000	\$70,000	\$70,000
<b>Total Wages and Salaries</b>	<b>\$158,750</b>	<b>\$295,000</b>	<b>\$330,000</b>	<b>\$330,000</b>	<b>\$330,000</b>
El, CPP, Group Insurance (12%)	\$19,050	\$35,400	\$39,600	\$39,600	\$39,600
WCB (2%)	\$3,175	\$5,900	\$6,600	\$6,600	\$6,600
Pension Plan (7%)	\$11,113	\$20,650	\$23,100	\$23,100	\$23,100
Membership Dues and Fees (1%)	\$1,588	\$2,950	\$3,300	\$3,300	\$3,300
<b>Total Staff Costs</b>	<b>\$193,675</b>	<b>\$359,900</b>	<b>\$402,600</b>	<b>\$402,600</b>	<b>\$402,600</b>
<b>Administrative Overhead</b>					
Advertising	\$283	\$525	\$588	\$588	\$588
Bank and Service Charges	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Computers	\$2,880	\$2,880	\$3,840	\$3,840	\$3,840
Insurance	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Misc. Operating Costs	\$943	\$1,752	\$1,959	\$1,959	\$1,959
Office Rent	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Office Supplies	\$1,508	\$2,802	\$3,135	\$3,135	\$3,135
Photocopying	\$848	\$1,576	\$1,763	\$1,763	\$1,763
Postage	\$943	\$1,752	\$1,959	\$1,959	\$1,959
Telephone and Fax	\$2,880	\$3,840	\$3,840	\$3,840	\$3,840
<b>Total Administrative Overhead</b>	<b>\$41,484</b>	<b>\$46,327</b>	<b>\$48,285</b>	<b>\$48,285</b>	<b>\$48,285</b>
<b>Travel and Training</b>					
Mileage Compensation	\$3,000	\$4,500	\$6,750	\$7,500	\$7,500
Conference Fees and Expenses	\$4,500	\$6,000	\$7,500	\$7,500	\$7,500
<b>Total Travel and Training</b>	<b>\$7,500</b>	<b>\$10,500</b>	<b>\$14,250</b>	<b>\$15,000</b>	<b>\$15,000</b>
<b>Additional Fees</b>					
Legal	\$471	\$876	\$980	\$980	\$980
Auditor	\$2,079	\$3,863	\$4,321	\$4,321	\$4,321
Special Projects	\$1,885	\$3,503	\$3,919	\$3,919	\$3,919
Technical and Mapping	\$3,770	\$7,006	\$7,837	\$7,837	\$7,837
Consulting Time	\$80,000	\$40,000	\$0	\$0	\$0
Less: special MPS/LUB billing	-\$30,000	-\$40,000	\$0	\$0	\$0
Commission Expenses	\$1,320	\$2,452	\$2,743	\$2,743	\$2,743
<b>Total Additional Fees</b>	<b>\$59,525</b>	<b>\$17,700</b>	<b>\$19,800</b>	<b>\$19,800</b>	<b>\$19,800</b>
<b>Total Operating Costs</b>	<b>\$302,184</b>	<b>\$434,427</b>	<b>\$484,935</b>	<b>\$485,685</b>	<b>\$485,685</b>
<b>REVENUES</b>					
<b>Development Fees</b>					
Development Agreement Fee	\$6,400	\$6,400	\$6,400	\$6,400	\$6,400
LUB / MPS Amendment Fee	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
<b>Total Development Fees</b>	<b>\$24,400</b>	<b>\$24,400</b>	<b>\$24,400</b>	<b>\$24,400</b>	<b>\$24,400</b>
<b>RPI Transition Development</b>					
Innovation Funding	\$0	\$50,000	\$0	\$0	\$0
<b>TOTAL COST NET OF OPERATIONS (to be cost shared)</b>	<b>\$277,784</b>	<b>\$360,027</b>	<b>\$460,535</b>	<b>\$461,285</b>	<b>\$461,285</b>

**Primary and Secondary Stakeholders**

Key stakeholders are designated as **primary** and **secondary**.

Primary Stakeholders include:

- Participating municipalities and the citizenry represented by the

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	<p>respective Councils</p> <ul style="list-style-type: none"> <li>■ Provincial Officials</li> <li>■ Federal Officials</li> <li>■ Legal Counsel, when required</li> <li>■ Staff members representing participating municipalities or operating under the RPI</li> </ul> <p>Secondary Stakeholders include:</p> <ul style="list-style-type: none"> <li>■ Organizations representing business interests</li> <li>■ Economic development and environmental organizations</li> <li>■ Citizens groups and citizens of participating municipalities directly</li> <li>■ Research institutions and universities leading research collaborations on the initiative</li> <li>■ Media</li> </ul>
<p><b>Conditions to Strengthen Project Success</b></p>	<p>The following conditions are designed to strengthen the overall sustainability of the RPI and include:</p> <ul style="list-style-type: none"> <li>■ Giving the RPI an initial 3-5-year mandate to enable it to grow and scale.</li> <li>■ Initially designating the RPI as a ‘pilot’ to enhance benefits including as an avenue to attract funding and the ease of facilitating associated change orders more effectively through the implementation process.</li> <li>■ Including safeguards to protect its financial and operational stability as it grows and scales. Safeguards such as requiring a one-year notice period will provide greater financial sustainability.</li> <li>■ Ensuring that the founding documents reflect how potential conflicts are to be resolved through inclusion of provisions related to conflict resolution.</li> <li>■ Ensuring that there is a clear policy statement on conflict of interest in the founding documents.</li> <li>■ Alignment and management of diverse expectations and resources.</li> <li>■ Conditions under which sale of services might be undertaken.; and</li> <li>■ Providing for effective governance.</li> </ul>
<p><b>Communications (Internal and External)</b></p> <p>Describes how the Project Team will communicate on the project and project results</p>	<p>Communication planning will be an important aspect of the implementation of the RPI model.</p> <p>Following ratification of the RPI concept by individual councils and the signing of the Intermunicipal Agreement and proposed Project Charter, the communications plan will include the following:</p>

	<ul style="list-style-type: none"><li>■ <b>FAQ</b> – based on input from CAOs and Mayors &amp; Wardens, the FAQ package will be anticipatory of project roll out to various audiences – elected officials, CAOs and the public - and will include questions like – Who is part of RPI? – What will the RPI do? Why is this happening now? How will it be managed? Why is this a better approach? What will its impact on communities be? etc.</li><li>■ <b>Press Release &amp; Backgrounder</b> – detailing the purpose and structure of the RPI, who the participating municipalities are and underscoring the innovation inherent in this approach. It will be important to designate a spokesperson (s) with a focus on the innovative and unique aspects of RPI as solutions / outcome-based planning and as a best practice. Should include quotes from each participating municipality endorsing the model / initiative. Consideration to incorporating a quote also from the Minister of Municipal Affairs and Housing.</li><li>■ <b>Announcement</b> – gauging the temperature for public and media interest it may be beneficial to hold a joint media availability.</li><li>■ <b>Website</b> – RPI likely will need / want to have a centralized site – or portal through which each of the municipalities can link.</li></ul> <p>Target audiences include internal and external stakeholders.</p> <p>Public roll-out will illustrate the tangible benefits and service efficiencies of the RPI at a time when other municipalities and levels of government are endeavouring to do the same.</p> <p>In the early years of the pilot, staffing may need to include a communications officer as there may be public facing / issues management matters that will need to be addressed in response to residents and other stakeholders during the transition.</p> <p>A common draft briefing note has been prepared on the benefits of the RPI. The Communications Plan addresses both internal and external stakeholders.</p> <p><b>External communication will be undertaken through:</b></p> <ul style="list-style-type: none"><li>■ Communications Officer signing off and implementing Communications Plan</li></ul>
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	<ul style="list-style-type: none"> <li>■ Regular briefing sessions with Councils and Provincial Officials</li> <li>■ Periodic media briefings and press releases</li> <li>■ Designated spokesperson for briefings/press releases</li> <li>■ Use of social media and RPI- focused website including links with participating municipalities respective websites; and</li> <li>■ FAQ Sheet providing basic project information to the public.</li> </ul> <p><b>Internal communication will be undertaken through:</b></p> <ul style="list-style-type: none"> <li>■ Periodic updates to mayors/Wardens &amp; Councils by the PLG Chair and or the Director / CEO at a frequency to their preference</li> <li>■ Periodic updates provided online and in print</li> <li>■ Between meetings, communication will be in the form of email, telephone, web; and</li> <li>■ Annual reports and formal updates to the yearly objectives included under this Project Charter.</li> </ul> <p>Beyond regular reporting, the Director / CEO will provide updates, as needed, to help ensure that participating Councils and staff have current information on any changes or material developments that occur outside of the normal reporting cycle.</p>
<p><b>Data and Documentation Management</b></p>	<p>Data and document management will be the responsibility of the Director / CEO and the RPI staff team.</p> <p>Records will be maintained and distributed according to the following procedure:</p> <ul style="list-style-type: none"> <li>■ The Director / CEO will maintain municipal records using the standard reporting template agreed upon by the PLG.</li> <li>■ Documentation including the IMA, Project Charter, meeting minutes and RPI protocols will be managed using Microsoft Office and filed chronologically in PDF format to maintain data integrity.</li> <li>■ Accounting and budgeting activities will be harmonized with designated municipal software and the resulting records will be filed chronologically in PDF format to maintain data integrity.</li> <li>■ Documents, reports and other records outside the cycle of regular reporting will be made available to a participating municipality upon written request to the Director / CEO.</li> </ul>

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<p><b>Evaluation and Reporting</b></p> <p>Describes milestone reporting requirements</p>	<p>The Director / CEO and project team are committed to performance based reporting through establishing objectives for the RPI supported by <i>Key Performance Indicators</i> (KPIs) to be tracked for purposes of overall reporting.</p> <p>The Director / CEO will provide regular updates to the ROC and PLG on a quarterly or adjusted frequency as the RPI grows and scales and upon completion of implementation milestones:</p> <ol style="list-style-type: none"><li>1. Environmental scan for plans in each participating municipality</li><li>2. Engaging planning staff</li><li>3. Plan alignment across participating municipalities</li><li>4. Drought planning and climate change</li><li>5. Engaging with the WREN</li></ol>
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