



**COMMITTEE OF THE WHOLE
Town Hall – Council Chambers
Monday, December 5, 2016
7:00 pm**

AGENDA

1. Call to Order
2. Approval of the Agenda
3. Approval of the Minutes
4. Presentations:
 - 4.1 Update on Municipal Planning Strategy Review – Chris Millier
5. Action Items
 - 5.1 Heart of the Valley Festival Discussion
 - 5.2 RFD 019-2016: Inter-Municipal Emergency Services Agreement Revisions
 - 5.3 RFD 022-2016: Signing Authority Policy
6. Information/Discussion Items
 - 6.1. Finance Variance Report – November 2016
 - 6.2. Council Training Workshop
 - 6.3. UNSM Annual Conference Report
7. Anything by Members
8. Adjournment

Memo

To: Mayor Atkinson and Town Council

From: Jennifer Coolen, Director of Recreation and Community Services

cc: Rachel Turner, CAO

Date: November 28, 2016

Re: Heart of the Valley Festival

For 31 years there has been a celebration of the birthday of Middleton, known as the Heart of the Valley Festival. This festival has deep roots in our community and has seen many different volunteers organize many different activities. During the past 9 years with the Town, there have been two occasions when my role and the role of the Department of Recreation and Community Services has been more prominent in festival plans – the first one being the Centennial Celebration, and the second one being last year when there was a changeover in the majority of committee members. As a new Council begins their term, and with the rebuild of the festival committee continuing, it is important that we are all on the same page about what role the Town plays/will play in the festival.

I have had conversations with the other members of the department, the CAO, and the current Chair of the committee and it seems that our viewpoints on this all align. The community festival would be best organized and executed by a group of community volunteers, independent of the Town. The rationale for this is as follows:

- The committee will likely be better supported financially by our commercial base if operated independently from the Town, but with the Town as one of its sponsors.
- The importance of having the festival will be evident in the volunteers who step up to make it happen – a festival for the people, by the people – which makes it unique from the other events that are put on by the Town.
- This would leave room for our department to have flexibility in what we can offer as events that coincide with the festival, depending on what resources we have at our disposal during any given summer.

- Having a clear separation between what is festival related and what is Town related allows for everyone to plan their priorities independently of one another making both groups more efficient.
- There is clear distinction between branding for the festival versus the Town.
- Not having the festival tied to the Town will mean that the committee is free to operate in a way that best suits the needs of those volunteers on the committee without following the protocol dictated by committees of council.

With this all being said, we are not suggesting that the Department of Recreation and Community Services, nor Council, abandon the festival. We would still very much like to be involved in assisting in whatever capacity we are able to – whether it be with occasional photocopying, helping with set-up and tear-down and of course, acting as a liaison between the festival committee and the Town.

If Council were to decide that our department should play a more involved role, as was done this past summer, it would mean needing to make some changes that would allow us more resources to be able to provide the necessary attention the festival would require. We found it quite challenging this past summer to meet the needs of the community, council, and the festival and found that some of our internal priorities were being compromised as a result. Our department works hard to satisfy the recreational needs of the people in our community and have been altering and adding to the opportunities we provide to meet the changing needs and wants of our citizens. It is our fear that in trying to maintain the level of support we have been able to offer the festival this past summer, we would need to cut back on the other programs and services we provide to the community during that time. For those of you that are unfamiliar, some of the opportunities that we work to provide over the summer months include: day camp programs, youth programs, canoe and kayak rentals, bicycle rentals, adult and senior recreational programs, Friday night entertainment in Centennial Park, Senior's Celebrations, assistance with the soccer programs, assistance with the swimming programs, Century Ride, Heart Run, community challenges, Picnic in the Park, events that coincide with the Heart of the Valley Festival, etc. We would really like to be able to continue to offer these opportunities to the community and we would like to continue to be able to assist the festival committee in their endeavors. In order to accomplish this, we think it would work best to have the festival work with, but independently of, the Town, and in particular, our department.

Thanks very much for your attention to this matter and I look forward discussing this with you.

Sincerely,

Jennifer Coolen
Director of Recreation and Community Services
Town of Middleton



REQUEST FOR DECISION
Revised Inter-Municipal Emergency
Agreement
#019-2016

Date: 29 September 2016	Subject: Revised Inter-Municipal Emergency Services Agreement
Proposal Attached: Yes	Submitted by: Rachel Turner, Chief Administrative Officer

Proposal:	That Committee of the Whole recommend that Town Council authorize the Mayor and Chief Administrative Officer/Clerk to sign the revised Inter-municipal Emergency Services Agreement.
Background:	<p>The proposed revised agreement has been prepared in consultation with the Chief Administrative Officers of the County of Annapolis and the Towns of Middleton and Annapolis Royal. The revised agreement will be placed before each partner council for approval. In summary the changes:</p> <ul style="list-style-type: none"> - Remove references to the former Town of Bridgetown; - Correct references to the <i>Municipal Government Act</i>; - Change “<i>Emergency Measures</i>” to “Emergency Management” in all places that it appears; - Clarify the advisory roles of committees; - Provide that membership on the Advisory Committee may be “<i>Mayor or Warden or their respective designates</i>”; - Remove the responsibility for the Emergency Management Coordinator to act as Chairperson of the Emergency Management Planning Committee; - Remove responsibilities previously assigned to REMO which must be carried out under the authority of member councils; - Clarify the roles of each municipal council in authorizing expenditures for the purpose of emergency management. <p>Careful attention was given to reviewing enabling legislation, particularly in regard to the distinction of joint and independent roles of member municipalities in the Regional Emergency Management Organization.</p>
Benefits:	

Disadvantages:	
Options:	
Required Resources:	
Source of Funding:	
Sustainability Implications: (Environmental, Social, Economic and Cultural)	
Staff Comments/ Recommendations:	
CAO's Review/ Comments:	Similar to the revision of the Regional Emergency Management Bylaw, these amendments are housekeeping in nature to ensure the Inter-Municipal agreement accurately reflects the roles and responsibilities of the parties involved.

CAO Initials: RLT
2016

Target Decision Date: 17 October

AN INTER-MUNICIPAL EMERGENCY SERVICES AGREEMENT

THIS AGREEMENT is made in triplicate this ____ day of _____, 2016

AMONG:

The MUNICIPALITY OF THE COUNTY OF ANNAPOLIS (**hereinafter referred to as the host municipality**), a municipal body corporate pursuant to the Municipal Government Act;

-and-

The TOWN OF ANNAPOLIS ROYAL, a municipal body corporate pursuant to the Municipal Government Act;

-and-

The TOWN OF MIDDLETON, a municipal body corporate pursuant to the Municipal Government Act; hereafter referred to as the parties".

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Purpose of this inter-municipal services agreement, hereafter called "the Agreement", is to provide for a coordinated response to an emergency occurring within the County of Annapolis, including the Towns of Annapolis Royal and Middleton, referred to in this agreement as "the Region".
2. This Agreement also provides for the parties to render mutual aid with respect to personnel and equipment during an emergency.
3. This Agreement is to provide for the joint provision of services and facilities by the municipal units in the region pursuant to Part III – 60 (1) of the *Municipal Government Act* and section 10 (2) (c) of the *Emergency Management Act*.
4. The planning for and coordination of emergency service delivery during a real or imminent emergency as defined by the Emergency Management Act shall be provided by the Regional Emergency Management Organization, referred to in this Agreement as the (REMO).
5. The REMO shall consist of a Regional Emergency Management Advisory Committee, a Regional Emergency Management Planning Committee and the Regional Emergency Management Coordinator.
 - a. The Regional Emergency Management Advisory Committee shall be responsible to advise the appointing Councils of emergency preparedness activities within the region pursuant to section 10 (1) (d) of the *Emergency Management Act*.
 - i. Each party to this agreement shall appoint to the Regional Emergency Management Advisory Committee two (2) members of its Council, one of whom shall be the Mayor or Warden or their respective designates.
 - ii. Members of the Regional Emergency Management Advisory Committee are appointed for the same term of office as the Council that appoints them and hold office until their successors are named. (subject to i. above)
 - iii. In the event of a vacancy occurring, the Council that appointed the member shall appoint a replacement within six weeks after the vacancy occurs.
 - iv. The first appointments to the Regional Emergency Management Advisory Committee shall be made by each Council within four weeks after the date of this Agreement.

- b. The Regional Emergency Management Planning Committee shall be responsible for recommending policy and procedures to the Regional Emergency Management Advisory Committee for maintaining a reasonable state of preparedness for emergencies and shall consist of representatives of emergency services and other agencies which may have direct operational responsibilities in an emergency.
 - i. Each party to this agreement shall appoint staff members, or where it is appropriate volunteer agency representatives, to the Regional Emergency Management Planning Committee.
 - c. All parties agree that the Regional Emergency Management Coordinator shall be an employee of the Municipality of the County of Annapolis and shall serve as the staff member of REMO.
 - i. Should the position of the Regional Emergency Management Coordinator become vacant it will be the responsibility of the CAO of the Municipality of the County of Annapolis to fill the vacancy in accordance with the hiring policies of the Municipality of the County of Annapolis. The selection committee shall consist of the CAO's of the participating municipalities.
 - d. The parties agree that each Municipality shall appoint a staff member to act as a liaison with the REMC.
6. The REMO may make recommendations regarding equipment, facilities and personnel necessary or advisable to carry out the responsibilities assigned to it by this Agreement in accordance with approved budgets.
- a. Subject to preliminary approval of Municipal Councils, the Emergency Management Planning Committee may, as part of regional emergency management plans, negotiate an agreement to be approved by the Councils with the Government of Canada, the Province of Nova Scotia, a municipal government, or any other agency or person.
 - b. Any agreement negotiated under Subsection 8 (a) is not binding until it is approved by respective Councils.
 - c. Any capital asset created or acquired shall be owned by the municipalities in the proportion they currently contribute except for assets contributed by a particular municipality and those assets shall remain the property of that municipality.
7. The Regional Emergency Management Advisory Committee shall annually name one of its members to be chair and one to be vice-chair, to act in the absence or incapacity of the chair.
- a. The chair or other person presiding shall vote on every question before the Regional Emergency Management Advisory Committee.
 - b. The Regional Emergency Management Advisory Committee shall appoint a person to be secretary of the REMO.
 - c. Any cost associated with the deployment of resources will be borne by the municipality declaring the emergency as a response to the emergency situation.
 - d. Other resources that may be required by REMO during an emergency will be cost shared as per the funding formula in section 12.

8. The parties shall share the cost of the operations of the REMO based on a contribution of \$2500 annually from each town, \$5,000 from the County (including \$2,500 from Bridgetown) and the remainder of the annual budget divided proportionally based upon current uniform assessment.
 - a. REMO shall have its budget submitted to the municipal units so it may be approved by April 1st of that fiscal year.
 - b. The actual dollar contribution of the Municipalities shall be based on the annual budget of the REMO.
 - c. The host municipality will invoice the other' contributing Municipality(s) for their portion of the actual costs that are additional to their annual contribution.
 - d. The municipality that is host to the office of the Regional Emergency Management Coordinator shall also be the unit responsible to carry out the audit.
 - f. The municipality that is host to the office of the Regional Emergency Measures Coordinator shall have the REMO included on that municipality's liability insurance policy.
9. The fiscal year of the REMO shall be from .April 1 to March 31 of the following year.
10. This Agreement is conditional on the parties passing a complementary bylaw respecting the coordinated response to an emergency pursuant to the *Emergency Management Act*.
11. This Agreement has effect commencing _____.
 - e. This Agreement has effect from year to year until terminated by the agreement of all parties.
 - f. This Agreement continues in force until notice of termination is given by the council of any party to the councils of the other parties not less than one (1) year prior to the intended termination date, which shall be the 31st day of March in a year to be specified in the notice of termination.
 - g. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by the REMO as a result of the withdrawal.
12. Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member of the REMO.
13. **If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided by the *Arbitration Act*.**
14. This Agreement is governed by the laws of Nova Scotia.

IN WITNESS WHEREOF the parties hereto have executed this agreement by their respective officials, duly authorized in that behalf, on the day and year first above written.

SIGNED AND SEALED
in the presence of:

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TOWN OF ANNAPOLIS ROYAL

Per: _____, Mayor

Per: _____, Clerk

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TOWN OF MIDDLETON

Per: _____, Mayor

Per: _____, Clerk

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MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

Per: _____, Warden

Per: _____, Clerk



REQUEST FOR DECISION
Signing Authority Policy
022-2016

Date: 29 November 2016	Subject: Signing Authority Policy
Proposal Attached: Yes	Submitted by: Rachel Turner, Chief Administrative Officer

Proposal:	That Council approve the Signing Authority Policy as presented.
Background:	<p>In the past, Town Council has had to make an annual resolution, or at least a resolution when there has been a change in staff or Council members, as it relates to assigning signing authority for legal documents and monetary instruments for the Town. This practice can sometimes leave a gap in the number of signing officers for the Town when it falls between Council meetings, or necessitates calling a Special Council meeting to ensure the proper individuals have been named.</p> <p>Council has the authority to name the appropriate positions within the organization through a policy rather than needing a resolution to identify names of individuals. The policy presented reflects the Town's current practice.</p>
Benefits:	By assigning specific positions within the organization through a policy, when there is staff or Council turnover it minimizes the time without the full complement of signing officers. Documents for the Town's banking institutions are the only documents that need to be changed, and those can often be done in a day or two.
Disadvantages:	None foreseen.
Options:	<ol style="list-style-type: none"> 1. Approve the policy; 2. Maintain current practice.
Required Resources:	
Source of Funding:	

Sustainability Implications: (Environmental, Social, Economic and Cultural)	
Staff Comments/ Recommendations:	
CAO's Review/ Comments:	I recommend the approval of the proposed policy to streamline municipal operations around signing authority.

CAO Initials: RLT

Target Decision Date: 17 December 2016

TOWN OF MIDDLETON CODE A - GENERAL ADMINISTRATION	
Subject: Signing Authority Policy	Number: 1.30
Effective Date : December 19, 2016	Revision Date:

Rationale

The purpose of this policy is to identify signing officers of the Town of Middleton.

Policy Statement

1. All documents signed under the seal of the Town shall be signed by the:
 - a. Mayor or Deputy Mayor (any one of them)

And

 - b. Chief Administrative Officer/Town Clerk or Director of Finance (any one of them).
2. All General, Payroll, Water, Trust and Reserve Fund cheques, bank documents, etc. of the Town shall be signed by two signing officers. The signing officers of the Town shall be the Mayor, Deputy Mayor, Chief Administrative Officer/Town Clerk, and Director of Finance (any two of them however the Mayor and Deputy Mayor cannot sign together).

Certification

THIS IS TO CERTIFY that this policy was duly passed by a majority vote of the Council at a duly called Council meeting held on the ___ day of _____, 20__.

SIGNED and under the seal of the Town of Middleton this _____ day of _____, 20__.

Rachel L. Turner, Chief Administrative Officer

Sylvester Atkinson, Mayor