



TOWN OF OXFORD
Committee of the Whole Meeting
Town Hall – Council Chambers
Monday, 7 October 2019
6:00 PM

AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Previous Minutes
 - 3.1 Committee of the Whole –3 September 2019
4. New Business
 - 4.1 RFD 013-2019 Ice Allocation Policy
 - 4.2 RCMP Acknowledgement of Consultation
 - 4.3 RFD 014-2019 Joint Council Terms of Reference
 - 4.4 Arena Ceiling Capital Project: Discussion
5. Correspondence
6. In Camera
 - 6.1. Land Sales
 - 6.2. Personnel
7. Adjournment



Minutes of the Committee of the Whole

Place: Council Chambers

Date: Tuesday September 3, 2019

Presiding Officer: Deputy Mayor Rick Draper

Councillors Present: Councillors Dave Clark, Dawn Thompson, Wendy Sweet-Kontuk and Wade Adshade.

A quorum was present throughout the meeting.

Regrets: Mayor Patricia Stewart

Absent: Councillor Brenton Colborne

Staff present: CAO Rachel Jones and Deputy Clerk Linda Cloney (recording secretary)

1. Call to Order

Deputy Mayor Draper called the meeting to order at 6:05 pm

2. Approval of Agenda

It was moved and seconded that the agenda of the Committee of the Whole Meeting for September 3, 2019 be approved.

Motion Carried

3. Approval of Previous Minutes

It was moved and seconded that the minutes of the previous Committee of the Whole Meeting dated June 3, 2019 be approved.

Motion Carried

4. New Business

4.1 RFD 011-2019 Sick Leave Policy

It was moved and seconded that Committee of the Whole recommends Town Council to approve the revisions to the Sick Leave Policy as presented.

Motion Carried

4.2 RFD 012-2019 Cumberland Regional Tourism Strategy

It was moved and seconded that Committee of the Whole recommends Town Council to adopt the Tourism Advisory Committee Terms of Reference, and further that the Cumberland Region Tourism Marketing Committee Memorandum of Understanding be approved as presented.

Motion Carried

4.3 Ballfield and Arena Signage: discussion

- Allow all local sport teams to sell advertising for the ballfield and/or the arena and the Town of Oxford will give the sport teams fifty percent of the proceeds for the first-year sign rental fee.
- The advertising signs are to meet a set criteria.

Town Council directed staff to engage the local sport teams to sell advertising for the ballfield and arena.

4.4 Mayor's Honorarium: Discussion

- With the Mayor currently on leave, the level of the Mayor's Honorarium should be given to the Deputy Mayor during his time of coverage of the Mayor's duties.
- Council asked for an Honorarium Policy to be put in place.

Town Council directed staff to present a draft Council Honorarium Policy to the Regular Council Meeting.

4.5 Provincial Right to Know Week: Proclamation

Deputy Mayor Rick Draper proclaimed September 23 – September 29 Right to Know Week in the Town of Oxford.

A copy of the Proclamation has been filed.

4.6 Provincial Planning Legislation: Minimum Planning Requirements Update

- CAO Jones participated in a workshop within the provincial consultation process.
- The Province is requiring all municipal units to have planning in all their areas.
- The only change for the Town of Oxford is that there is a three-year phase in to consult with adjacent and neighboring municipalities when we do go through any MPS/LUB review.
- This would also be the process we would use for amending boundaries.

4.7 2020 Municipal Election E-Voting: Discussion

- a general discussion on electronic voting to determine potential interest levels in participating in a electronic voting.
- HRM has done a procurement process that has allowed other municipalities to benefit from the bulk purchasing power that they have.

5. Correspondence

5.1 Minister of Justice: Additional Officers Program

A copy of the letter from the Minister of Justice regarding the Additional Officers Program has been filed.

General Discussion

- In June of 2019 Doug Bragg mentioned they would grade the trail as a donation.
- Doug Bragg feels it is too big of a job for him as a donation.
- It is anticipated that he will give us a rate of \$125.00 / hour for the grader and he feels eight to ten hours to complete the job.
- This grading would be done from the tunnel to Water Street.

Town Council directed staff to contact Doug Bragg to go forward with the grading of the trail.

6. Adjournment

Deputy Mayor Draper advised Council the next regular meeting for the Oxford Town Council is scheduled for September 17, 2019 at 6:00 pm in the Council Chambers.

At 6:40 pm, it was moved and seconded that the meeting be adjourned.

Motion Carried

Rick Draper, Deputy Mayor

Linda Cloney, Recording Secretary



REQUEST FOR DECISION
Ice Allocation Policy
#014-2019

Date: 23 September 2019	Subject: Ice Allocation Policy
Proposal Attached: Yes	Submitted by: Corey Skinner, MPAL/Recreation Director

Proposal:	That Town Council approve the Ice Rental Policy arenas presented.
Background:	Until now there has been no previous ice rental policy in place that outlined specific guidelines and rules for renting our arena. This policy outlines the Operating Season, Ice Allocation Guidelines, Ice allocation Process, Ice Reallocation, Special Tournaments and Events, General Ice and Facility Management, General Administration, Operating outside of Standard Hours, etc. Rates and fees should be added to the current Fees Policy so that all fees are contained in one place and the fee structure is reviewed through the annual budget process.
Benefits:	<ul style="list-style-type: none"> • Set of fair guidelines for all renters of facility to follow. • All arena users are treated fairly. • Better organization of ice rental process. • All arena employees to understand and enforce guidelines and rules for users to follow. • All users will be required to sign agreement before using the arena.
Disadvantages:	None foreseen.
Options:	<ul style="list-style-type: none"> • Approve Policy • Deny Policy • Send policy back to be revised with feedback
Required Resources:	Staff time to create policy and implement.
Source of Funding:	N/A
Sustainability	

Implications: (Environmental, Social, Economic and Cultural)	
Workplan Implications (now/future):	
Communication Plan:	If approved policy will be sent out to all users of the arena and uploaded to municipal webpage.
Staff Comments/ Recommendations:	Staff recommend that Council approve and adopt this Ice Allocation Policy. By implementing this, it ensures that there is a consistent set of guidelines to be fair and equitable in allocating ice time to all users.
CAO's Review/ Comments:	I support the policy as presented. By creating fair and consistent guidelines for all users of our facilities streamlines our operations and provides clarity for all parties.

CAO Initials: RLJ

Target Decision Date: 21 October 2019

DEPARTMENT: RECREATION

TITLE: **Ice Allocation**

Minutes reference date:

PURPOSE:

The purpose of the ice allocation policy is to provide a set of consistent guidelines for ensuring fair and equitable ice time that allows optional facility utilization.

This policy applies to all ice user groups who use the Oxford Arena.

POLICY STATEMENT:

1. Operating Season

As the general guideline, the length of the ice season will be from October 1st until April 15th. The length of the season will be determined annually by the Town of Oxford in consultation with local user groups. All user groups that rent ice on a regular basis may be invited to an annual user group meeting. The ice season will be based on the following criteria in no specific order.

- Local ice user demand
- Cost effectiveness/best practices
- Equipment facility requirements
- Availability of staff

Variation of hours and season extensions will be considered based upon

- Availability of staff
- Local ice user demand
- Cost of operation
- Equipment / facility requirements

Season extensions may require a universal hourly rate due to increased costs of operations.

The Arena will be closed for regular operations on:

- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- New Year's Day
- Heritage Day
- Good Friday do we have any tournaments that might be during Easter weekend?
- Easter Sunday

2. Rates and Fees

Rates and fees are set out in the Town's User Fees Policy, and are reviewed annually.

3. Ice Allocation Guidelines

The Town of Oxford reserves the right to allocate ice time to maximize the rental of available ice time in order to increase the sustainability of the Arena.

It is recognized that it is advantageous to maintain a reasonable amount of consistency with ice time scheduling from year to year; therefore, consideration shall be given to the allocation of ice time based on the previous year as well as demand.

Ice time is not guaranteed to any user until a final schedule is received and approved by the Recreation Department.

4. Ice Allocation Process

Ice allocation time line (to be used as a guideline; actual date will vary from year to year.)

- September 10th – “Ice Requests” are due by previous ice season user groups. Requests are to include regular ice schedule and special event schedule.
- September 25th - Draft schedule is sent to previous ice user groups with meeting date reminder.
- August 31, 2016 - Possible user group meeting facilitated by the Recreation Department to discuss proposed ice schedules and special events.
- October 5th – Revisions to drafts completed and tentative schedule released.

5. Ice Re-Allocation

The Recreation Department reserves the right to re-allocate ice time in the event of cancellations.

6. Special Events and Tournaments

Special event and tournament requests must be submitted at the same time as regular ice requests.

7. General ice and Facility Management

7.1 Ice flood schedules

All ice booked consists of a 60-minute hour. 15 minutes is allocated for normal resurfacing.

Where groups have several consecutive hours of ice rental, the ice is considered a block. Resurfacing time is considered part of the block.

Resurfacing schedule is at the sole discretion of the Recreation Department and the Arena Attendant to ensure safe ice conditions. The decision to resurface the ice at any time is the sole discretion of the Arena Attendant. No persons are allowed on the ice until ice resurfacing machine and all Arena employees have left the ice surface and the doors have been closed.

7.2 Dressing Room

The Recreation Department and Arena Attendant reserve the right to allocate dressing rooms based on the number of participants and/or teams using the ice and other uses occurring in the Arena.

Any damages are to be reported to the Recreation Department or designate.

Dressing rooms will be available 30 minutes prior to scheduled agreement times and shall be vacated within 30 minutes of the expiration of the agreement time.

7.3 Alcohol, Tobacco & Smoke Free

Users shall comply with the provisions of the municipal alcohol and smoke free places policies and bylaws where applicable.

Alcohol beverages are strictly prohibited on the premises including dressing rooms, spectator areas, and the parking lot. Exception to the policy can apply through licensing approvals of the NSLC.

Tobacco use of any kind is strictly prohibited, including e-cigarettes. A designated smoking area in the outside parking lot will be made available.

Cannabis use of any kind is strictly prohibited on the premises.

Persons or organizations using the Arena shall not conduct themselves in a disorderly manner including the possession of illegal drugs, illegal alcohol consumption, use of foul language, misuse of facility or other illegal activity.

Should there be any contravention of the above noted conditions, the ice rental contract becomes null or void and the user shall pay the Town of Oxford for cleanup and/or repairs. The user shall be subject to an administrative review which may include the revocation of ice privileges without refund.

7.4 Curfew Ice

During special events and seasonal playoffs, all efforts will be made to maintain the Arena's regular ice schedule. However, should a game run over its scheduled time, the subsequent users will have their time adjusted accordingly. Users will be charged for extra time at the policy rate in effect at the time.

7.5 New Organization or Emerging Sport

When reasonable, the Recreation Department will recognize a new organization or emerging ice sport and will make reasonable effort to allocate ice time to enable establishment of its programs and services. Recognition and ice allocation will occur once the conditions and criteria outlined in the policy are met and existing users are not adversely impacted. New organizations/programs will be accommodated only to provide for and meet community needs and Arena sustainability.

7.6 Operating Arena Outside of Standard Hours

The opening of the Arena during times when it is closed, or beyond established operating hours may be considered if the applicant agrees to pay full operational costs for opening and pending staff availability. Application does not guarantee approval.

8. General Administration

8.1 Application

All applicants and users must submit all requests for ice time applications, amendments and cancellations on Recreation Department approved forms.

The Recreation Department reserves the right to reject applications and requests from users submitting forms which are incomplete or contain incorrect information.

8.2 Ice Allocation and Management Policy Review

The ice allocation policy shall be reviewed as determined necessary.

8.3 Payment of Ice

As a general principal, payment for ice time shall be made at the time of booking or in advance of usage. User groups making commitment for ice time in advance of the season, in accordance with the ice allocation policy, shall be invoiced on a monthly basis provided a signed contract is executed. User groups booking ice on a semi-regular basis throughout the season maybe invoiced on a monthly basis at the discretion of the Recreation Department. The Recreation Department reserves the right to cancel and reallocate ice time due to delinquent accounts.

The nonpayment of invoices issued or repetitive late payments may result in the denial of future rental.

The user shall be responsible for any damage incurred to the premises or property of the Town as a result of any act or omission of the applicant or the group named or their members. Damages which occur to the Arena facility shall be the responsibility of the group or individual who signs the rental agreement.

8.4 Cancellation

The Recreation Department requires five days' written notice for all cancellations, addressed to Recreation Department schedule or designate.

The Recreation Department may accept cancellations of ice time in the event that the vacant time slot can be filled. Should ice time not be filled, the user shall be held responsible for the payment of the rental.

In the case of inclement weather, the Recreation Department reserves the right to waive the cancellation requirements at its discretion.

The Recreation Department reserves the right to cancel any rental agreement upon notice to the user should the facility be required for emergency purposes.

The Recreation Department shall not be held responsible for any failure in supplying ice time due to circumstances beyond its control.

8.5 Sublet

The user shall not sublet or render to others the facility without written authorization from the Recreation Department.

8.6 Health and Safety

The Recreation Department strongly recommends that CSA approved safety equipment including head, eye and facial protection to be worn by all participants. The user shall advise their participants to wear such protection. The user shall have available an adequate first aid kit.

8.7 Insurance Requirements for all Ice Users

The organization shall provide certificates of insurance evidencing the coverage as required to the Recreation Department. Upon expiry, documents of renewed coverage are again to be provided and the organization will make policies available to the Town for review and in the event of claim.

SCHEDULE A

Ice Rental Agreement

Renters Name: _____

Regular Season Ice Allocations:

Regular Day:

<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>

Amount of Rental Fee: Per Hour (Plus HST and any applicable taxes)

Please note that schedules may be adjusted to accommodate tournaments etc. You will be advised as soon as possible, if this is necessary.

Payment is due in full prior to designated ice time.

Note: Facility users are advised that the Town of Oxford reserves the right to pre-empt and/or cancel regularly scheduled activities.

Private rentals are not permitted to charge unless authorized by the Town of Oxford.

Facility User is responsible for the above charge, unless notice of cancellation has been given in advance (five days).

Signed: _____

Date: _____

SCHEDULE B

ARENA RENTAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20_____

BETWEEN **THE TOWN OF OXFORD**, a body corporate having its Office at Oxford in the County of Cumberland and the Province of Nova Scotia (hereinafter called the "Town")

OF THE FIRST PART

- and -

(_____)
(hereinafter called the "Applicant"),

OF THE SECOND PART

WITNESSETH that in consideration of the Agreements hereinafter set forth, the Town hereby grants to the Applicant the right to use a portion of the building known as the "Oxford Arena" located at 70 Waverly St, Oxford, NS (hereinafter referred to as the "premises") on the days and for the times and purposes set forth herein, and the Applicant covenants and agrees to accept and use the said premises in the manner aforesaid subject to the covenants and agreements hereinafter set forth.

1. Definitions

In this agreement, the following words shall have the meanings set out hereunder.

"Ice time" means the time designated in **Agreement A between _____ and the Town of Oxford** that the Applicant has exclusive rights to use the ice surface of the premises during each week of the season as defined in this agreement.

"Season" means the days during the terms of this Agreement that the Town in its sole discretion has and maintains an ice surface in the premises.

"Special event" means an opportunity or an event which the Town, in its sole discretion, requires the use of the premises for itself or any other person, organization, association or corporation in priority to the Applicant.

2. Rental of Ice Time

The Town agrees to rent to the Applicant ice time in the premises during the season at the hourly rate and at the time(s) described in Agreement, attached hereto.

3. Rental Fees

The Applicant covenants and agrees to pay to the Town the total rental fee described in Agreement attached hereto at the times described therein as consideration for the rental of the premises.

4. Rights of Town on default

- (a) In the event that the Applicant shall default in making any of the payments described in Agreement the Town may at its option pursue any one or more of the following remedies:
- (i) immediately, upon such default, terminate this Agreement by written or oral notice to the Applicant; or
 - (ii) refuse to deliver possession of the premises until all of the payments have been made as described heretofore; or
 - (iii) re-let the premises for all or part of the times provided in Agreement
- (b) If this Agreement is terminated by the Town by reason of the Applicant's breach of any of the terms thereof, the Town shall not be obligated to refund or credit the Applicant for monies paid hereunder in advance and the Applicant shall be deemed to have forfeited any monies paid hereunder in advance.

5. Town's right to re-let or re-assign or cancel

Notwithstanding anything contained herein, the Town, at its option, may re-let the premises (in whole or in part), re-assign the ice time (in whole or in part), cancel ice time or upon written notice to the Applicant, terminate this Agreement, at any time without any obligation or liability to the Applicant excepting the obligation to refund the Applicant for any monies paid hereunder in advance.

6. Assignment, etc.

The Applicant covenants with the Town that the Applicant will not assign this Agreement or part There of or share the possession of the premises or any part thereof without the consent of the Town in writing and such consent may be unreasonably withheld.

7. Injuries, damages, etc.

The Town shall not be responsible in any way for any injury to any person, including death, or for any loss of or damage to any property belonging to the Applicant or invitees or licensees of the Applicant while such person or property is in or about the premises during the days and times set forth in Agreement including (without limiting the foregoing) any loss of or damage to any such property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the premises or any loss or damages caused by attributable to the condition or arrangement of any electrical or other wiring, heating or air conditioning equipment, notwithstanding that such injury, death, loss or damage be caused by defects in the building and equipment. The Applicant covenants to indemnify the Town against all loss, costs, claims, or demands in respect to any injuries, loss or damages referred to in this paragraph.

8. Termination caused by fire, strike or other cause

In any case the premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty, strike, lockout or unforeseen occurrence shall render the fulfillment of this Agreement by the Town impossible, then and thereupon this Agreement shall terminate and the Applicant shall pay rent for the premises only up to the time of such termination, and at the rate herein specified, and the Applicant hereby waives any claim for damages or compensation should this Agreement be so terminated.

9. Removal of effects

The Town reserves the right to remove from the premises all effects remaining in the premises after the time specified in Agreement at the expense of the Applicant or to charge \$10.00 per day for after the date specified on any property remaining in the premises.

10. Damage to building

If the premises or any portion of the building during the term of this Agreement shall be damaged by the act, default or negligence of the Applicant, or of the Applicant's agents, employees, patrons, guests, or any person admitted to the premises by the Applicant, the Applicant shall pay to the Town, upon demand such sum as shall be necessary to restore the premises to the condition that existed prior to the occurrence of such damage. The Applicant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises or to any portion of the building by the consent of the applicant or by or with the consent of any person acting for or on behalf of the Applicant.

11. Right to eject persons

The Town reserves the right to eject an objectionable person or persons from the building and upon exercise of this authority through the employees of the Town, agents or police service provider, the Applicant hereby waives any right and all claims for damages.

12. Increase of insurance

The Applicant shall not do or permit to be done anything in or upon any portion of the premises or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the premises or any part thereof, or in any way increase any rate of insurance upon the building or property therein, and if any insurance rate shall be increased as aforesaid the Applicant shall forthwith, on demand, pay to the town the amount by which the insurance premiums shall be so increased.

13. Concurrent uses

The Town reserves the right to rent other parts of the premises (excluding the ice surface) at the same time as the rental of the premises to the applicant and the use of the lobby, vestibules, hallways, and other public rooms and facilities that may be made available to the Applicant in the discretion of the Town shall be concurrent with the use by such others as the Town may determine; PROVIDED that such renting to others shall not unreasonably interfere with the use of the premises by the Applicant. The Applicant understands and acknowledges that the

Applicant has no rights whatsoever to enter or use the areas in the building compromising the administrative offices of the Town, the mechanical rooms or any other areas specified by the Town.

14. Interpretation

Unless the contrary intention appears the words "Town" and "Applicant" shall mean respectively "Town, its successors and/or assigns" and if there is more than one Applicant this Agreement shall be read with all grammatical changes appropriate by reason thereof and all covenants and liabilities and obligations shall be joint and several.

15. Miscellaneous

- a) The Town may establish rules and regulations, from time to time, which shall be deemed, when receipt thereof is acknowledged in writing by the Applicant, to form part of this Agreement.
- b) All persons using the premises with the Applicant or under the Applicant's authority shall leave the ice surface upon the expiration of the ice time described in Agreement and vacate the premises no later than 30 minutes after the expiration of said time.
- c) The execution of this Agreement shall not in any way oblige the Town to execute a similar Agreement for the following or any other season and the Applicant shall not acquire any rights or privileges as a result thereof except as herein provided.
- d) At no time will the applicant be allowed to erect advertising, cause to have advertising displayed or erected anywhere on the premises without the written approval of the Town first obtained.
- e) The Tenant shall not, within the Arena or in the Arena parking lot, sell or offer for sale any goods, confectionery, soft drinks, wares or merchandise whatsoever without the permission of the Town first obtained in writing.

16. Insurance

The applicant shall supply to the Town of Oxford documentation of all insurance carried by the Association.

The Applicant covenants that they will place, maintain and keep in force, during the term of this Agreement, public liability insurance of \$1,000,000.00 Certificate of such coverage shall be furnished to the Town prior to the Applicant making use of said premises.

17. Commencement and Duration

This Agreement shall come into effect at the beginning of the season and continue until the end of the season.

18. Termination

This Agreement shall automatically terminate upon the following events:

- a) upon default by the Applicant of any of the terms hereof; or
- b) upon the Town's discretion pursuant to paragraph 5 hereof; or
- c) upon the events described in paragraph 8 hereof; or
- e) at the end of the season.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective corporate seals duly attested by the signatures of their respective properly authorized officers as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

APPLICANT

TOWN OF OXFORD

Signature

Signature

Printed Name

Printed Name

**TOWN OF OXFORD
GENERAL ADMINISTRATION**

Subject: Fees

Number:

Approved by: Council

Effective Date: June 19, 2018

Revision Date: October 21, 2019

Rationale

The following policy establishes uniform fees for permits and services provided by the Town of Oxford, to enable some cost recovery for services provided.

Policy Statement

1. Permit and Service Applications

All permit and service applications shall be accompanied by the necessary fees payable to the Town of Oxford except in the case of requests under the Routine Access Policy or Freedom of Information/Protection of Privacy where the fees will be estimated and communicated to the applicant prior to completion of the service.

2. Permits and Services

The following schedule of fees shall be charged for permits and services provided by the Town of Oxford:

Permit or Service Type	Fee
Routine Access Policy	\$22.00/hr. after the first half hour.
Freedom of Information/Protection of Privacy Request	\$22.00/hr. after the first two hours
Document Reproduction (excluding oversized maps)	\$0.08/copy
Tax Certificate	\$50.00 per assessment account number
Fees Relating to Subdivision:	
Processing Fee for Tentative, Final and Repeal of Subdivision Applications	\$75.00, payable at the time the application is filed – non-refundable
Additional Processing fee where a proposed subdivision includes a new, varied or extended public or private road	\$200.00, payable at the time the application is filed – non-refundable
Open Space/Recreational Capital Fund Fee, to be used in the manner described in Section 273(5) of the Municipal Government Act	\$100.00 per lot, payable prior to approval – refundable if lot(s) not approved
Fees Relating to Land Use Planning & Development:	
Zoning Confirmation letter	\$25.00
Development Permit Processing Fee *	\$25.00
Variance Application Processing Fee *	\$25.00
Site Plan Approval Application Processing Fee *	\$100.00
Development Agreements and Applications to Amend the Municipal Planning Strategy and/or the	

<p>Land Use Bylaw, including rezoning: Processing Fee * Plus Total Cost of Advertising and Notices</p> <p>Copies of the Municipal Planning Strategy and Land Use Bylaw, including letter sized black and white maps Full size colour copies of existing Municipal Planning Strategy or Land Use Bylaw maps</p> <p>* Processing fees are non-refundable ** This processing fee will be waived for registered charitable or non-profit organizations if the Agreement or Amendment is for the benefit of the organization *** When the actual cost of advertising or providing notice is known, the difference between the deposit and the actual cost will be refunded or billed to the Applicant.</p>	<p>\$500.00 **</p> <p>\$500.00 advertising deposit payable at the time application is filed ***</p> <p>\$25.00 per copy</p> <p>\$10.00 per map</p>
<p>Fees Relating to Building and Demolition Permits:</p> <p>Demolition</p> <p>Residential (Minimum fee: \$10.00) New Dwelling New Decks New Sheds New Garages Renovations</p> <p>Commercial (Minimum fee: \$10.00) New Construction Renovations</p>	<p>\$10.000 total fee</p> <p>\$0.06 per square foot \$0.02 per square foot \$0.02 per square foot \$0.02 per square foot \$1.00 per \$1,000 of Value</p> <p>\$2.00 per \$1,000 of Value (.2% of value) \$2.00 per \$1,000 of Value (.2% of value)</p>
<p>Ice Rental</p>	<p>\$120/hour</p>

References

Certification

I, Rachel L. Jones, Chief Administrative Officer of the Town of Oxford, do hereby certify that the policy of which the foregoing is a true copy was duly passed at a duly called meeting of the Town Council of the Town of Oxford held on the 21st day of October, 2019.

GIVEN under the hand of the Chief Administrative Officer and the corporate seal of the Town of Oxford this _____ day of _____, 2019.

Rachel L. Jones
Chief Administrative Officer



REQUEST FOR DECISION
Joint Council Terms of Reference
#014-2019

Date: 4 October 2019	Subject: Joint Council Terms of Reference
Proposal Attached: Yes	Submitted by: Rachel Jones, Chief Administrative Officer

Proposal:	That Town Council determine the preferred approach regarding the status of the Joint Councils terms of reference/memorandum of understanding.
Background:	<p>Earlier this year, a discussion was held between the three municipal units in the Cumberland Region around a Joint Councils Terms of Reference. The purpose was to develop a framework in which the Councils could collectively meet on topic of mutual interest, to facilitate discussion and potential cooperation and collaboration.</p> <p>From those discussions, the topic was referred to the three CAO's to develop a draft terms of reference for the Councils to consider. The draft was discussed at a subsequent Joint Councils meeting and referred back to individual Councils for discussion and/or approval.</p> <p>Both the Towns of Amherst and Oxford approved the draft document as it had been presented. The County of Cumberland expressed concerns around voting requirements within the document, and as such, took it back to consider rewording or removing the criteria around voting rights.</p> <p>At the most recent Joint Councils meeting, the Cumberland County Council presented a new document, termed a draft Memorandum of Understanding, that was significantly different from the first document. This was completed in-house within Cumberland County, without consultation with the two Towns.</p> <p>A brief discussion was held at the recent Joint Councils meeting held in September 2019 and both the Town of Amherst and Oxford agreed to take it back for further discussion at their respective Council tables. As a result, the two separate</p>

	documents are presented for discussion to determine the option that the Town of Oxford wants to pursue on this matter. For convenience, sections that are similar or mirror each other in the two documents are highlighted.
Benefits:	
Disadvantages:	
Options:	
Required Resources:	
Source of Funding:	
Sustainability Implications: (Environmental, Social, Economic and Cultural)	
Workplan Implications (now/future):	
Communication Plan:	
Staff Comments/ Recommendations:	
CAO's Review/ Comments:	

CAO Initials: RLJ

Target Decision Date: 21 October 2019

DEPARTMENT: ExecutiveTITLE: **Joint Councils Terms of Reference**

Minutes reference date:

1st Revision date:**Introduction**

The Councils of the Municipality of the County of Cumberland ("the County"), the Town of Oxford ("Oxford") and the Town of Amherst ("Amherst") wish to establish a committee through which issues of mutual interest may be discussed at the council level. To this end, the Joint Council Committee has been established as a standing committee of each of the Councils.

1. Goals

To assist the Councils in an effort to:

- Identify opportunities for and encourage coordination, cooperation or sharing of services and/or programs between the municipal units.
- Promote the Cumberland region as a vibrant and healthy community that is a great place to live, work and play.

2. Purpose

The purpose of Committee is to:

- Facilitate communication between and among elected officials and provide a forum for the exchange of information on issues of mutual interest;
- Review studies, plans and proposals related to the approved committee goals and provide comments to staff and recommendations Councils.
- Propose policy changes that would encourage or enable the Committee's approved goals.
- Act as a single forum for presentations or report to both municipalities when appropriate. (example – grants to organizations)

3. Membership

- All elected members of the Councils of all three units are ~~voting~~ ^{delete?} members of this committee.
- The CAO's are ~~non-voting~~ members of the Committee.
- The Warden and Mayors shall act as the chair on a rotating basis.
- The Municipal Advisor who has been appointed by the Department of Municipal Affairs for the region shall be an ex-officio member

4. Meetings

- The Committee will meet on the first Tuesday of February, May, September, and December of each year.
- Together, the Warden and Mayors may convene additional meetings as deemed necessary in consultation with the CAO's.
- A quorum will consist of fifteen voting members including at least two voting members of each Council.
- Meeting location and coordination shall rotate among the three municipal units.

DEPARTMENT: Executive

TITLE: **Joint Councils Terms of Reference**

Minutes reference date:

1st Revision date:

- Minutes shall be kept and the municipality coordinating the meeting will provide administrative support.
- Agenda items will be compiled by the hosting Municipal Clerk or CAO. Any agenda items must be forwarded to staff at least two weeks in advance of meetings.
- Agendas and staff reports shall be made available to the Committee on the Friday immediately preceding the scheduled meeting. Agendas and staff reports shall also be posted to the Amherst website prior to the meeting. The County and Oxford shall post a link to the agenda on their respective websites.
- No additions to the agenda will be permitted at the beginning of a meeting unless unanimously accepted.

5. Role and Responsibility of Staff

Staff representatives from the County, Oxford and Amherst shall provide administrative and research support to the Committee. This includes, but is not limited to the preparation and distribution of agendas and staff reports. Staff of each municipal unit will maintain a copy of all official records pertaining to the committee within their organization in accordance with their records management policy.

6. Reporting and Communication

Meetings of the Committee shall take place in accordance with Section 22 of the Municipal Government Act.

A meeting report including the meeting agenda, draft minutes and any forthcoming recommendations shall be presented to all councils at their next regular meeting.

Approved motions of the committee shall constitute recommendations to each of the Councils of the County, Oxford and Amherst.

7. Conflict of Interest

Members shall declare possible conflicts of interest before agenda items are presented and leave the meeting or part of the meeting during which the matter is under consideration.

8. Amendments

The Committee may recommend amendments to these terms of reference to each of the participating councils. Any amendments must be approved by all three Councils to be effective.

5.5

INTER-MUNICIPAL MEETINGS
MEMORANDUM OF UNDERSTANDING

BETWEEN

The TOWN OF OXFORD ("Oxford")

AND

The TOWN OF AMHERST ("Amherst")

AND

The MUNICIPALITY OF CUMBERLAND ("Cumberland")

Whereas the Municipal Councils of Oxford, Amherst and Cumberland wish to establish terms of reference to guide and facilitate meetings (to be called "Inter-Municipal Meetings") between the elected officials of the three Councils, each Council hereby agrees to the following terms of this Memorandum of Understanding:

1. Purpose of this Memorandum

The Purpose of this Memorandum is to ensure that the three Councils agree upon the goals of Inter-Municipal Meetings, as well as the procedures, practices and any other rules that will apply to those meetings in order to achieve the agreed upon goals.

2. Goals of Inter-Municipal Meetings

The goals of Inter-Municipal Meetings are to:

- Build relationships, trust, and understanding between the elected officials of the three Councils;
- Share information and knowledge on topics of mutual interest;
- Foster inter-municipal discussion and cooperation on topics of mutual interest; and
- Provide a forum for presentations on topics of interest to all three Councils.

3. Participants at Inter-Municipal Meetings

The following persons may actively participate in Inter-Municipal Meetings:

- All elected officials of the three Councils;

- The CAOs of the three municipal units;
- Other staff of the three municipal units who have been requested to attend by their respective CAO, with regard to specific matters;
- The Municipal Advisor appointed by the Department of Municipal Affairs for the region; and
- Invited guest speakers.

4. Conduct of Inter-Municipal Meetings

The following procedures, practices and rules shall apply at all Inter-Municipal Meetings:

- All Meetings shall be open to the public, as observers only;
- Meetings shall be held on the first Tuesday of February, May, September, and December of each year unless the Mayors of Oxford and Amherst, and the Warden of Cumberland jointly agree to re-schedule or cancel a Meeting, or to convene an additional Meeting;
- The Mayors and Warden shall act as Chair on a rotating basis;
- Meeting location and coordination shall rotate among the three municipal units;
- No more than two presentations shall be made at any Meeting, and each shall be limited to 20 minutes, including questions from elected officials; and
- There shall be no requirement for a quorum at Inter-Municipal meetings.

5. Decisions at Inter-Municipal Meetings

- The only decisions that can be made at Inter-Municipal Meetings are:
 - a) to approve or amend Meeting Agendas and Meeting Notes;
 - b) to assign responsibility for materials for upcoming meetings; and
 - c) to refer issues to the three Councils for further consideration.

No other decisions shall be made at Inter-Municipal Meetings.

- Decisions at Inter-Municipal Meetings shall be made by consensus. In this context, consensus means general agreement as indicated by a show of hands. If there is significant dissent which cannot be accommodated within a decision, then the matter shall not be referred to the three Councils and it shall be added to the Agenda for the next meeting. If consensus cannot be reached at the next meeting, the matter shall be left unresolved.

6. Conflict of Interest

- Participants in Inter-Municipal Meetings shall declare possible conflicts of interest before Agenda items are presented, shall not participate in the discussion of that item in

any way, and shall remove themselves from the seating area for the Participants for the duration of the discussion of the item.

7. Inter-Municipal Meeting Documents

Meeting documents shall be prepared and handled as follows:

- An Agenda shall be prepared for each Meeting by the CAO of the host municipal unit, in consultation with the other two CAOs;
- Agenda items must be provided to the CAO of the host unit at least two weeks in advance of the Meeting;
- Agendas and supporting materials shall be provided by email to the CAOs of the two non-hosting units on the Thursday prior to each Meeting;
- The CAO of each unit is responsible to have the Agendas and Meeting materials circulated to the elected officials of their unit and posted or linked on their respective websites on the Friday before each Meeting;
- Draft Meeting Notes shall be prepared under the direction of the CAO of the hosting unit and shall be provided to the other two CAOs within two weeks after each Meeting.
- Meeting Notes shall be limited to:
 - a) The date, time and place of the Meeting, and the names of those present;
 - b) Identification of the matters discussed;
 - c) Whether a decision was made to refer a matter to the three Councils for further consideration; and
 - d) Any decision made with regard to the preparation for a future meeting, including the identification of an individual responsible to prepare materials or a presentation.

Meeting Notes shall include neither the details of any discussion nor the names of those who took part.

- At each Meeting, the Meeting Notes from the previous Meeting shall be amended as required and approved. The hosting unit for the previous Meeting shall complete the approved Meeting Notes and provide them to the other two units. The approved Notes shall be posted on the website of each municipal unit along with the Agenda for the next Meeting.

8. Amendments

Possible amendments to this Memorandum may be discussed at an inter-Municipal Meeting, and may be referred to the three Councils for consideration. Any amendment approved by the three Councils shall be incorporated in a new Memorandum of Understanding.

7. Withdrawal

Any municipal unit may withdraw from this Memorandum without further consequence by providing 14 days written notice to the other two units.

This Memorandum of Understanding has been approved by the Councils of the three municipal units, and in witness of that, has been executed by their respective duly authorized officials this _____ day of _____, 2019:

The TOWN of OXFORD

Per: _____

And per: _____

The TOWN of AMHERST

Per: _____

And per: _____

The MUNICIPALITY of CUMBERLAND

Per: _____

And per: _____