

Agenda

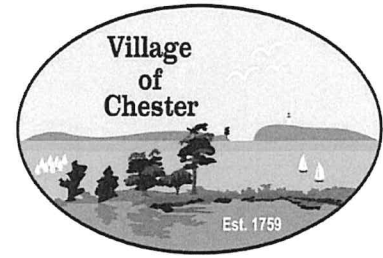
Special Commission Meeting

Wednesday, April 19, 2023 – 7:00 pm

In-Person: 27 Pleasant Street, Chester

Zoom: Meeting ID 876 3447 3869; Passcode 301715

YouTube Live: https://bit.ly/YouTube_villageofchesterns



1.0 Call to Order

2.0 Approval of Agenda

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3.0 New Business

3.1 Intermunicipal Maintenance Agreement

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3.2 Appointment of Jeff Conrad as a Commission's representative
re: Intermunicipal Fire Services Revising Agreement

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4.0 In Camera – per Section 408B (2) of the Municipal Government Act

- Contract negotiations
- Personnel matters

5.0 Adjournment

**Village of Chester Commission
Request for Decision**

<p>Topic:</p> <p>Approval of Maintenance Agreement with MODC (Municipality of the District of Chester)</p>	<p>Date: April 19, 2023</p> <p>Proposed By: Heather McCallum Clerk/Treasurer</p>
<p>Issue Summary: Review by Village Commission by legal advisor was requested and received. No concerns were raised. The Maintenance Agreement will require approval in public session for execution.</p>	
<p>Background:</p> <ul style="list-style-type: none"> • The most recent version of the agreement was received from MODC on April 6, 2023. • The Village Commission reviewed the agreement at their in camera meeting of April 12k, 2023. Their direction was to send it for legal review. • MODC Council approved the agreement at their meeting of April 13, 2023. • The legal response was received April 14, 2023, raising no concerns. • Facility maintenance will soon be required for the upcoming summer season. 	
<p>Options:</p> <ol style="list-style-type: none"> 1) Approve the proposed Maintenance Agreement with MODC. 2) Do not approve the proposed Maintenance Agreement MODC and seek alternatives. 	
<p>Considerations: See this section in two previous reports on this topic.</p>	
<p>Recommendation:</p> <ol style="list-style-type: none"> 1) Approve the proposed Maintenance Agreement with MODC. 	
<p>Draft Motion: That the Village enter into an Intermunicipal Agreement with the Municipality of the District of Chester for the provision of infrastructure maintenance, as per the draft received on April 6, 2023.</p>	

4. It is the intention of this Agreement that costs are calculated to fairly cover reasonable full labour, and cost of materials without undue hardship to either party. All costs over \$1000 are to be approved by the Village prior to performing the work.
5. The Village shall provide MODC with a list of and access to all Village assets that will require maintenance. This asset list among other relevant factors, will determine the list of projects that will pertain to this agreement. The list of projects will be determined, amended, and agreed upon over the course of this agreement by the MODC Director of Public Works and the Village Clerk/Treasurer.
6. It is agreed that MODC staff will abide by all policies and procedures as set out by MODC, including but not limited to safety, emergency management, and human resources. In the event that a Village policy or procedure as described above conflicts with those of MODC, it is agreed that MODC policy and procedures shall prevail.
7. MODC shall provide the Village, upon request, with a copy of policies and procedures that are engaged throughout the course of this Agreement.
8. The parties agree that the provision of services pursuant to this Agreement shall not constitute an employment contract between the individual carrying out the necessary services and the Village. MODC shall remain responsible for all wages, benefits, remittances and the like either required by Federal or Provincial law or as a term of any contract between the individuals providing the services and MODC.

Liability

9. The parties shall be bound by the Mutual/Reciprocal Indemnification as follows:

MODC agrees to defend, indemnify and save harmless the Village along with their respective Counselors, Officers, employees and agents from any and all liability, action, claim, loss, damage, payment, costs, fines, fine surcharge, recovery or expense, including assessable legal fees arising out of the performance of MODC's obligations under this Agreement backed by proof of MODC's insurance with the Village as an additional insured.

The Village agrees to defend, indemnify and save harmless the MODC along with their respective Counselors, Officers, employees and agents from any and all liability, action, claim, loss, damage, payment, costs, fines, fine surcharge, recovery or expense, including assessable legal fees arising out of the performance of the Village's obligations under this Agreement backed by proof of the Village's insurance with MODC as an additional insured.

10. MODC will add any cost of additional insurance to the quarterly invoices to Village.

11. MODC shall provide the Village, upon request, with a copy of the insurance policy which is required to be put in place under this Agreement. The Village shall provide MODC, upon request, with a copy of the insurance policy which is required to be put in place under this Agreement.
12. MODC shall provide the Village with thirty (30) days written notice of the cancellation, material change, or expiry of any insurance policy. The Village shall provide MODC with thirty (30) days written notice of the cancellation, material change, or expiry of any insurance policy.
13. The Village shall hold a General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Nova Scotia with a limit of not less than \$15,000,000.00. The policy shall be endorsed to include MODC as an additional insured with respect to the Services as per the agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.
14. The parties hereby agree that any and all matters in dispute under this Agreement that may arise between them and which the parties are not able to resolve themselves through negotiations carried out in the spirit of goodwill and dedication for acting in the public interest, shall be resolved in the following manner:
 - a. first by recourse to the ***Commercial Mediation Act S.N.S. 2005 c.36*** to which either party may submit and the other party agrees to accept pursuant to Section 7(2);
 - b. if mediation does not result in a settlement agreement and is terminated pursuant to Section 7(3) of that Act, then the parties agree to submit the matter or matters in dispute to arbitration pursuant to the ***Commercial Arbitration Act, 1999 c.5*** and to be bound by the determination of the Arbitrator.
15. The term of this Agreement is for a pilot period of six (6) months from the date of the Agreement. At the end of the six (6) month pilot period this Agreement shall be deemed to have been renewed on a yearly basis unless either party has given written notice to terminate the Agreement prior to the expiration of the six (6) month pilot period.
16. The Village and MODC acknowledge that this Agreement may be terminated by either party at any time upon written notice for cause. Amendments to the Agreement may be made by mutual consent. This Agreement may be terminated by

MODC or the Village at any time upon providing 90 days written notice to the other party. Both parties agree that this shall be an intermunicipal service agreement pursuant to section 60 of the **Municipal Government Act, 1998**.

For the purpose of service of notice, the address of the Village shall be as follows:

The Clerk
Village of Chester
P.O. Box 620
Chester, NS BOJ 1JO

For the purpose of service of notice, the address of MODC shall be as follows:

The Clerk
The Municipality of the District of Chester
P.O. Box 369
Chester, NS BOJ 1JO

17. This Agreement shall bind the parties, their successors, and assigns.
18. The laws of the Province of Nova Scotia shall govern both the application and interpretation of this Agreement.

MUNICIPALITY OF THE DISTRICT OF CHESTER										
SALARY BANDS - 2023/24 - 7.5% CPI										
EFFECTIVE DATE - April 1, 2023										
Approved by Council: March 23, 2023 (2023-103/122)										
1	2	3	4	5	6	7	8	9	10	
Minimum		1st Quartile		Median		3rd Quartile		Maximum		
CAO - Salary Negotiated		2nd Quartile		3rd Quartile		4th Quartile				
DIRECTORS 1										
1	2	3	4	5	6	7	8	9	10	
\$ 83,996.38	\$ 89,329.48	\$ 94,662.59	\$ 98,449.09	\$ 102,391.04	\$ 106,482.53	\$ 110,741.82	\$ 115,171.49	\$ 119,778.33	\$ 124,569.47	
DIRECTORS 2 / SENIOR CONTRIBUTORS										
1	2	3	4	5	6	7	8	9	10	
\$ 69,330.34	\$ 72,996.85	\$ 76,663.36	\$ 79,729.89	\$ 82,919.09	\$ 86,235.85	\$ 89,685.28	\$ 93,272.69	\$ 97,003.58	\$ 100,883.73	
MIDDLE MANAGERS/COORDINATORS										
1	2	3	4	5	6	7	8	9	10	
\$ 55,997.58	\$ 58,830.79	\$ 61,664.01	\$ 64,130.57	\$ 66,695.79	\$ 69,363.62	\$ 72,138.15	\$ 75,023.67	\$ 78,024.61	\$ 81,145.58	
INDIVIDUAL CONTRIBUTORS										
1	2	3	4	5	6	7	8	9	10	
\$ 45,331.38	\$ 47,664.61	\$ 49,997.84	\$ 51,997.76	\$ 54,077.67	\$ 56,240.77	\$ 58,490.40	\$ 60,829.88	\$ 63,263.07	\$ 65,793.59	
SKILLED LABOURERS										
1	2	3	4	5	6	7	8	9	10	
\$ 42,664.83	\$ 44,998.06	\$ 47,331.29	\$ 49,224.54	\$ 51,193.52	\$ 53,241.26	\$ 55,370.90	\$ 57,585.73	\$ 59,889.15	\$ 62,284.71	
ADMINISTRATIVE ASSISTANTS										
1	2	3	4	5	6	7	8	9	10	
\$ 34,665.17	\$ 36,665.08	\$ 38,665.00	\$ 40,211.60	\$ 41,820.06	\$ 43,492.86	\$ 45,232.57	\$ 47,041.86	\$ 48,923.53	\$ 50,880.46	
LABOURERS										
1	2	3	4	5	6	7	8	9	10	
\$ 28,665.43	\$ 30,415.35	\$ 32,165.28	\$ 33,451.89	\$ 34,789.97	\$ 36,181.56	\$ 37,628.82	\$ 39,133.96	\$ 40,699.31	\$ 42,327.28	

**Village of Chester Commission
Request for Decision**

<p>Topic:</p> <p>Appointment of Jeff Conrad re Fire Services Agreement Negotiation</p>	<p>Date: April 19, 2023</p>
<p>Proposed By: Heather McCallum Clerk/Treasurer</p>	
<p>Issue Summary: The Interim Clerk/Treasurer's tenure coincided with the signing of the Intermunicipal Fire Services Agreement with MODC and the discussions/negotiations arising for a Revising Agreement. The Commission would like to appoint Mr. Conrad as a temporary representative of the Village Commission for the remaining discussion.</p>	
<p>Background: The Intermunicipal Fire Services Agreement was signed on May 12, 2022. Since then, issues have arisen that will require amendment(s) to be able to execute the agreement. Mr. Conrad is very familiar with the issues.</p>	
<p>Options:</p> <ol style="list-style-type: none"> 1) Appoint Jeff Conrad as an official representative of the Village Commission re: the Revising Agreement. 2) Do not appoint Jeff Conrad as an official representative of the Village Commission. 	
<p>Considerations: All considerations are part of ongoing negotiations.</p>	
<p>Recommendation:</p> <ol style="list-style-type: none"> 1) Appoint Jeff Conrad as an official representative of the Village Commission re: the Revising Agreement. 	
<p>Draft Motion: That the Chester Village Commission appoint Jeff Conrad as a temporary official representative of the Commission in the negotiations/discussion of the Revising Agreement to the Intermunicipal Fire Services Agreement.</p>	