

TRI-COUNTY REGIONAL PLANNING INITIATIVE

INTER-MUNICIPAL AGREEMENT & PROJECT CHARTER 2023

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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

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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.

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- (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 31st.
- (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

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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.

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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

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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

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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

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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.

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- 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

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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.

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- 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

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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.

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- 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.

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- 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.

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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.

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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

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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

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

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<p>Project Objectives</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">■ Enabling participating municipalities to be compliant with provincial mandatory planning requirements.■ Addressing key drivers and management of compliance risk related to requirements under the following legislation:<ul style="list-style-type: none">○ <i>Nova Scotia Coastal Protection Act</i>○ <i>Nova Scotia Accessibility Act</i>○ <i>Federal Coastal Zone Management Act (CZMA)</i>■ Providing for greater operational efficiency and scalability recognizing that there are existing gaps in planning capacity, that costs are increasing, and resources are finite.■ Creating a resource and the capacity to address the 10-year comprehensive review requirements for municipal planning strategies and land-use bylaws.■ Creating the capacity to address surge requirements across participating units to ensure compliance with overall provincial requirements.■ Addressing the significant pent-up demand for planning services among the participating municipalities.■ Sending the signal that the Tri-County Area is ‘open for business’, while also positively influencing talent and business attraction at a strategic level.■ Addressing important cross-cutting issues that defy geography – i.e., drought and climate change management and mitigation.■ Setting the stage for smart growth that’s well planned and effectively managed in a responsive manner.■ Building capacity in municipal governance and leadership and creating new career paths for municipal employees while minimizing reliance on outside planning contractors; and■ 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.
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Project Background and Focus	<p>Participating municipalities in the Tri-County area have historically been challenged in meeting planning regulations.¹ 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>
The Vision for the Project	<p>The vision 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">■ Modernize and harmonize land use planning for greater predictability for all – citizens, developers, site selectors & business.■ Support compliance with provincial mandatory requirements in an environment of finite resources.

¹ Based on findings from interviews with participating municipalities.

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	<ul style="list-style-type: none"> ■ Find solutions to cross-cutting issues like climate change management (e.g., drought, coastal land development, climate management and adaptation). ■ Position the municipal governments as leaders and influencers in creating the right conditions to support economic development, talent attraction and population growth.
<p>Project Purpose Statement</p>	<p>The Regional Planning Initiative aims to:</p> <ul style="list-style-type: none"> ■ Fairly allocate and share costs, using a combined base fee plus user fee ■ Attract and retain talent for the region ■ Improve capacity and respond to municipal planning needs ■ Take a proactive approach to planning services and the reduction of duplication of services ■ Simplify planning services including consistency of language of Land Use Planning (LUP) and Municipal Planning Strategies (MPS) documents across the partnering municipalities for customer ease ■ Comply with legislation now and into the future; and ■ Reduce costs through shared service provision desirable, but not a main driver.
<p>Goals</p>	<p>The RPI features the following short- and long-term goals:</p> <ul style="list-style-type: none"> ■ 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. ■ 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. ■ Optimize municipal revenue generation potential through effective planning, oversight and permitting. ■ 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.

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	<ul style="list-style-type: none"> ■ 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 ■ Build GIS services that can be provided to participating municipalities similar to a GIS shared utility model ■ Provide professional planning services – i.e., landscape architects and development officers ■ Provide building inspection services; and ■ 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.
<p>Implementation</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>Governance & Oversight</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 (Figure 1 below) includes two levels.</p> <p>The first is a Regional Oversight Committee of Elected Officials (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>

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The implementation process and ongoing management of the RPI will be accomplished through the **CAO Planning Leadership Group (PLG)** comprised of the CAOs of the participating municipalities.

This group will recruit, hire and evaluate the Director / CEO and establish organizational **ends**, the **means** to achieve them and also set the **executive limitations** governing the ongoing management of the RPI.

As with the ROC, the PLG will operate under the *Intermunicipal Agreement* and this Project Charter. In this role, the PLG will meet at least quarterly, and more frequently during the implementation of the RPI.

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.

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.

The organizational chart below outlines the governance structure for the RPI:

Figure 1: Governance Structure

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	<p>The Project Implementation Team, will develop appropriate governance procedures and protocols addressing:</p> <ul style="list-style-type: none"> ■ Office location and IT/software requirements ■ Meetings management procedures and protocols associated with agenda development/issuance and minutes/memorializing meeting results, among other administrative matters. ■ Budget requirements and management, expense management and documentation and the development of an overall accountability framework for the operation of the RPI. ■ Evaluation and reporting (communications) protocols. ■ Database for documenting project progress and to support evidence based decision making. ■ Articulation of how the RPI will benefit investment and talent attraction; and ■ Other duties as may be required.
<p>Financial Plan</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
	Staff					
	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
	Planning Department					
	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
	Total Wages and Salaries	\$158,750	\$295,000	\$330,000	\$330,000	\$330,000
	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
	Total Staff Costs	\$193,675	\$359,900	\$402,600	\$402,600	\$402,600
	Administrative Overhead					
	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
	Total Administrative Overhead	\$41,484	\$46,327	\$48,285	\$48,285	\$48,285
	Travel and Training					
	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
	Total Travel and Training	\$7,500	\$10,500	\$14,250	\$15,000	\$15,000
	Additional Fees					
	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
	Total Additional Fees	\$59,525	\$17,700	\$19,800	\$19,800	\$19,800
	Total Operating Costs	\$302,184	\$434,427	\$484,935	\$485,685	\$485,685
	REVENUES					
	Development Fees					
	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
	Total Development Fees	\$24,400	\$24,400	\$24,400	\$24,400	\$24,400
	RPI Transition Development					
	Innovation Funding	\$0	\$50,000	\$0	\$0	\$0
	TOTAL COST NET OF OPERATIONS (to be cost shared)	\$277,784	\$360,027	\$460,535	\$461,285	\$461,285
Primary and Secondary Stakeholders	<p>Key stakeholders are designated as primary and secondary.</p> <p>Primary Stakeholders include:</p> <ul style="list-style-type: none"> ■ Participating municipalities and the citizenry represented by the 					

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	<ul style="list-style-type: none"> ■ respective Councils ■ Provincial Officials ■ Federal Officials ■ Legal Counsel, when required ■ Staff members representing participating municipalities or operating under the RPI <p>Secondary Stakeholders include:</p> <ul style="list-style-type: none"> ■ Organizations representing business interests ■ Economic development and environmental organizations ■ Citizens groups and citizens of participating municipalities directly ■ Research institutions and universities leading research collaborations on the initiative ■ Media
<p>Conditions to Strengthen Project Success</p>	<p>The following conditions are designed to strengthen the overall sustainability of the RPI and include:</p> <ul style="list-style-type: none"> ■ Giving the RPI an initial 3-5-year mandate to enable it to grow and scale. ■ 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. ■ 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. ■ Ensuring that the founding documents reflect how potential conflicts are to be resolved through inclusion of provisions related to conflict resolution. ■ Ensuring that there is a clear policy statement on conflict of interest in the founding documents. ■ Alignment and management of diverse expectations and resources. ■ Conditions under which sale of services might be undertaken.; and ■ Providing for effective governance.
<p>Communications (Internal and External)</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>

- **FAQ** – based on input from CAOs and Mayors & 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.
- **Press Release & Backgrounder** – 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.
- **Announcement** – gauging the temperature for public and media interest it may be beneficial to hold a joint media availability.
- **Website** – RPI likely will need / want to have a centralized site – or portal through which each of the municipalities can link.

Target audiences include internal and external stakeholders.

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.

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.

A common draft briefing note has been prepared on the benefits of the RPI. The Communications Plan addresses both internal and external stakeholders.

External communication will be undertaken through:

- Communications Officer signing off and implementing Communications Plan

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	<ul style="list-style-type: none"> ■ Regular briefing sessions with Councils and Provincial Officials ■ Periodic media briefings and press releases ■ Designated spokesperson for briefings/press releases ■ Use of social media and RPI- focused website including links with participating municipalities respective websites; and ■ FAQ Sheet providing basic project information to the public. <p>Internal communication will be undertaken through:</p> <ul style="list-style-type: none"> ■ Periodic updates to mayors/Wardens & Councils by the PLG Chair and or the Director / CEO at a frequency to their preference ■ Periodic updates provided online and in print ■ Between meetings, communication will be in the form of email, telephone, web; and ■ Annual reports and formal updates to the yearly objectives included under this Project Charter. <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>Data and Documentation Management</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"> ■ The Director / CEO will maintain municipal records using the standard reporting template agreed upon by the PLG. ■ 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. ■ 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. ■ 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.

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<p>Evaluation and Reporting</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">1. Environmental scan for plans in each participating municipality2. Engaging planning staff3. Plan alignment across participating municipalities4. Drought planning and climate change5. Engaging with the WREN
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