

## **MARINERS CENTRE INTERMUNICIPAL AGREEMENT ADDENDUM**

### **Agreement to incur debt for Capital projects – Mariners Center Management Authority.**

THIS ADDENDUM TO THE MARINERS CENTRE INTERMUNICIPAL AGREEMENT IS MADE ON THIS 14 DAY OF November, 2025,

Between:

**THE MUNICIPALITY OF THE DISTRICT OF YARMOUTH, (herein referred to as the MODY),** a municipal body corporate under the Municipal Government Act, R.S.N.S. 1998, c. 18, as amended (“MGA”),

**THE MUNICIPALITY OF THE DISTRICT OF ARGYLE, (herein referred to as the MODA),** a municipal body corporate under the Municipal Government Act, R.S.N.S. 1998, c. 18, as amended (“MGA”),

**THE TOWN OF YARMOUTH, (herein referred to as the TOY),** a municipal body corporate under the Municipal Government Act, R.S.N.S. 1998, c. 18, as amended (“MGA”),

(collectively referred to as the “Parties”)

**WHEREAS:** The Parties have jointly established or propose to establish a municipal corporation named the **Mariners Center Management Authority (herein named the Authority)** under Section 60 of the MGA for the purpose of delivering shared services and/or undertaking joint capital infrastructure projects.

**WHEREAS:** The intermunicipal agreement does not specifically address the ability for the Authority to incur debt, nor any conditions where debt would be acceptable to the Parties.

**WHEREAS:** The Parties agree that it may be advantageous for the Authority to have, under specific circumstances as set out herein, the ability to incur debt to finance capital projects for the benefit of the participating municipalities.

**WHEREAS:** Pursuant to Section 66 of the MGA, a municipality may borrow to finance capital projects and may do so through a municipal corporation established under the authority of an intermunicipal agreement.

## **1. Establishment of the Authority**

1.1 The Parties confirm the establishment of the Corporation under Section 60 of the MGA, with the mandate to plan, finance, construct, operate, and maintain the land and recreational facilities at 45 Jody Shelly Drive, Yarmouth, Nova Scotia.

## **2. Authority to Incur Debt**

2.1 Subject to the terms of this Agreement and all applicable legislation, the Corporation is hereby authorized to incur debt for the purposes of financing capital projects that have been approved in writing by the Parties and are included in the Capital Investment plan as required in 5 (a) of the Intermunicipal Agreement.

2.2 The Authority shall not incur any debt without:

- (a) Prior written approval of the Parties through a resolution of each municipal council; and
- (b) Compliance with borrowing procedures established under the MGA and any applicable regulations, including applicable municipal guarantees required; and

2.3 All borrowing by the Authority shall be for capital purposes only and shall be in accordance with the debt-servicing limits and requirements of the MGA and regulations made pursuant thereto.

2.4 The Authority is responsible to secure and budget for any short term financing required to implement a capital budget prior to issuance of a debenture for said project.

## **3. Cost Sharing and Debt Servicing**

3.1 The Parties agree to share the costs of capital projects and any related debt servicing obligations in accordance with a cost-sharing formula as set out in the Intermunicipal agreement.

3.2 The Authority shall budget for the debt servicing costs, principal and interest, in its annual operating budget.

#### **4. Approval Process**

4.1 Any proposed borrowing shall be accompanied by a detailed capital project plan and financial forecast, including:

Estimated Class B capital costs;

Cash flow projection and associated bridge financing

Proposed debt structure (term, interest rate, etc.);

Anticipated impact on annual operating budgets of the Authority and the Parties' annual contribution to the Authority.

4.2 The Authority shall submit borrowing proposals to each Party for review and approval before proceeding with any application to the Province of Nova Scotia for Municipal Financing or any other authorized lender.

4.3 Any proposal for borrowing must be submitted to the Parties no later than July 1 in any year for project to be executed in the subsequent fiscal year.

4.4 The Parties shall have 90 days to review the proposal and provide written response to the Authority; where no written response is provided, the Party(ies) shall be deemed to have no objections to the proposed borrowing.

#### **5. Reporting and Accountability**

5.1 The Authority shall maintain detailed financial records related to all borrowed funds and capital expenditures.

5.2 The Authority shall provide the parties with an amortization schedule for the debt, including debt and interest repayment obligations for the duration of the loan.

5.3 The Authority shall notify the Parties immediately of any default or risk of default on debt repayment obligations.

#### **6. Term and Termination**

6.1 This Agreement shall remain in force until terminated by mutual consent of all Parties or in accordance with the dissolution procedures under the MGA.

6.2 The Parties shall give the Authority notice on or before December 31 in any year of an intent to terminate this agreement effective April 1 of the following fiscal year.

6.3 Upon termination, the Parties shall ensure that all outstanding debts incurred under this Agreement are fully repaid or otherwise settled in accordance with their respective obligations.

\*\*\*Rest of this page intentionally left blank\*\*\*

IN WITNESS WHEREOF the Parties have executed this Addendum to the Mariners Centre Intermunicipal Agreement by their respective officials, duly authorized on the dates first written above.

SIGNED, SEALED and DELIVERED

**MUNICIPALITY OF THE DISTRICT OF YARMOUTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Warden

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Administrative Officer

**MUNICIPALITY OF THE DISTRICT OF ARGYLE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Warden

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Administrative Officer

**TOWN OF YARMOUTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Warden

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Administrative Officer