

JOINT ACCESSIBILITY ADVISORY COMMITTEE

Wednesday, July 28, 2021 at 7:00 pm

Location: On-line by Webex

AGENDA

1. Call to Order & Roll Call
2. Disclosure of Conflict of Interest Issues
3. Amendments/Approval of Agenda
4. Amendments/Approval of Minutes from the June 16, 2021 Meeting
5. Business Arising from the Minutes
6. New Business
 - a. Accessibility Act Essentials: Presentation by Carla Bezanson of the Nova Scotia Accessibility Directorate
 - b. Responses to RFP for Consultant to assist with Accessibility Plan
(report to follow)
 - c. Committee Terms of Reference
7. Correspondence
8. Other Business
9. Date of Next Meeting
10. Public Comments
11. Adjournment

JOINT ACCESSIBILITY ADVISORY COMMITTEE

June 16, 2021

Draft Minutes

Committee Members:

Name	Position	Present
Dino Wamboldt	Citizen Member: East	Present
M. Patricia Norris	Citizen Member: West	Present
Crystal McCormack	Citizen Member: Central	Present
Mary Fox (Chair)	Citizen Member	Present
Alex Leblanc	Citizen Member	Present
Doug Ralph	Citizen Member	Present
Charlene Park	Citizen Member	Present
Kathleen Purdy	Citizen Member	Present
Lexie Misner (Vice-Chair)	Councillor, Municipality of County of Kings	Present
John DeCoste	Commissioner, Village of Aylesford	Present
Andy Vermeulen	Commissioner, Village of Canning	Absent
Bruce Rood	Commissioner, Village of Cornwallis Square	Present
Robert Sealby	Commissioner, Village of Greenwood	Present
Mike Bishop	Commissioner, Village of Kingston	Present
Cheryl Manzer	Commissioner, Village of New Minas	Present
Scott Leier	Commissioner, Village of Port Williams	Present

Staff Present:

Name	Position
Scott Conrod	CAO, Municipality of County of Kings
Gordon Roussel	Accessibility Coordinator, Municipality of the County of Kings
Trish Javorek	Director, Planning and Inspections
Terry Brown	Manager, Inspection & Enforcement
Shawn Fevens	Recreation Coordinator
Susan Gray	Recording Secretary

Guests:

Allie Delaney, New Minas Admin and Accessibility Coordinator (Summer Student)

- | | |
|---|--|
| Meeting Date and Time | A meeting of the Joint Accessibility Advisory Committee (JAAC) was held on Wednesday, June 16, 2021 at 7:00 pm via Video Conference. |
| 1. Call to Order | The Chair called the meeting to order at 7:00 pm. |
| Roll Call | Roll call was taken. |
| 2. Disclosure of Conflict of Interest Issues | There were no conflict of interest issues disclosed. |
| 3. Amendments to Agenda | There were no amendments to the agenda. |
| Approval of Agenda | On motion of Councillor Misner and Ms. Norris, that the agenda be approved as circulated.

Motion carried. |
| 4. Approval of Minutes of : | |
| June 2, 2021 | It was noted that Doug Ralph was in attendance on June 2, 2021 and that the minutes should be amended to reflect that.

On motion of Councillor Misner and Commissioner Sealby, that the minutes of the Joint Accessibility Advisory Committee meeting held on June 2, 2021 be approved as amended.

Motion carried. |
| 5. Business Arising from Minutes | There was no business arising or actions from the June 2, 2021 minutes. |
| 6. Business | |
| a. Orientation on the Accessibility Act | Gordon Roussel, Accessibility Coordinator, presented a PowerPoint presentation that reviewed the framework of |

and Committee's Role

the Committee and outlined the relevant Statutes and By-laws that will factor into the Committee's work.

A discussion occurred to assist the members with understanding Conflict of Interest legislation. It was explained that one typical consideration relates to a pecuniary (financial) benefit (real or perceived) being derived as a result of Committee work for the member or a family member of the member. It was further discussed that it is anticipated that the majority of Committee work would be for the benefit of the greater community. It was pointed out that the onus is on the Committee member to declare a conflict of interest.

b. Request for Proposals for Consulting Engagement (Accessibility Plan)

The Committee members asked for clarification of the role of the consultant. Mr. Roussel explained that the role of the consultant would be to provide expertise in the compilation of an Accessibility Plan as required under the *Accessibility Act* (including tasks and timelines). The JAAC will recommend to Council and the Village Commissions the approval of an Accessibility Plan.

Scott Conrod, CAO, responding to questions from the Committee, indicated that there is a limited amount of time to complete the Accessibility Plan. Two Accessibility Plans related to adjoining jurisdictions were included for background. The Committee discussed having an Accessibility Plan developed that takes into consideration the Plans that are in effect in the Towns of Wolfville and Kentville.

Responding to a question from the Committee, CAO Conrod stated the Committee's feedback on both the RFP as presented and on the list of stakeholders to be included in the RFP would be appreciated. A deadline for receiving feedback was set by the Committee by consensus for the morning of Monday, June 21, 2021. The Committee requested that the First Nation Communities, VANSDA,

Flower Cart, Community Living Alternatives Society and recreation staff of the Villages be included in the list of contacts.

Committee Members will send the contact information to staff.

7. **Correspondence** No correspondence was received.
8. **Other Business** There was no other business.
9. **Date of Next Meeting** Wednesday, July 21, 2021 at 7:00 pm.
10. **Public Comments** **There were no comments from the public.**
11. **Adjournment** **On motion of Mr. LeBlanc and Ms. Norris, there being no further business, the meeting adjourned at 8:33 pm.**

Approval:

Joint Accessibility Advisory Committee



Municipality of the County of Kings

Request for Decision

Agenda Item: 6c

TO Joint Accessibility Advisory Committee

PREPARED BY Gordon Roussel, Accessibility Coordinator

MEETING DATE July 28, 2021

SUBJECT Committee Terms of Reference

ORIGIN

- [Municipal Policy ADMIN-01-016: Administration of Standing and Advisory Committees of Council.](#)
- [Intermunicipal Service Agreement between the Municipality and the Villages to enact a Joint Accessibility Advisory Committee.](#)

RECOMMENDATION

That the Joint Accessibility Advisory Committee recommend that Municipal Council and the Village Commissions approve the proposed Committee Terms of Reference as attached to the related July 28, 2021 Request for Decision.

INTENT

For the Committee to review the attached draft Committee Terms of Reference and recommend to Municipal Council and the Village Commissions Terms of Reference for the operation of the Joint Accessibility Committee.

DISCUSSION

Municipal Policy ADMIN-01-016: Administration of Standing and Advisory Committees of Council, and the Intermunicipal Service Agreement between the Municipality and the Villages to form a Joint Accessibility Advisory Committee both require that the Committee develop an operating terms of reference for approval by Municipal Council and the Village Commissions.

Terms of Reference for a committee define its purpose, mandate, goals and objectives, and provides guidance and direction as to how a committee



Municipality of the County of Kings Request for Decision

Agenda Item: 6c

is to operate. The following resources were used in the drafting of the proposed Committee Terms of Reference attached to this report:

1. Appendix A of "[The Accessibility Planning Toolkit for Municipalities](#)" December 2019 published by the Nova Scotia Accessibility Directorate.
2. Municipal [By-law 64: Meetings & Procedures](#).
3. Municipal [By-law 102: Committees Governance](#).
4. Municipal [Policy ADMIN-01-002: Citizen Appointments to Boards and Committees](#).
5. Municipal [Policy ADMIN-01-016: Administration of Standing and Advisory Committees of Council](#).
6. Municipal [Policy FIN-05-002: Council and Committee Remuneration](#).
7. The [Municipal Government Act 1998, c. 18, s. 1](#).
8. The [Intermunicipal Service Agreement between the Municipality and the Villages](#) to enact this Committee.
9. [Terms of Reference](#) for several other Municipal Committees of Council.
10. Terms of Reference for several other municipal accessibility advisory committees and joint accessibility advisory committees in Nova Scotia.

FINANCIAL IMPLICATIONS

- There are no financial implications resulting from this Recommendation.

STRATEGIC PLAN ALIGNMENT

Check Applicable	Strategic Priority	Description
	Vision Statement	
✓	Good Governance	Municipal Policy ADMIN-01-016
	Environmental Stewardship	
	Economic Development	
	Strong Communities	
	Financial Sustainability	
	Supports a Strategic Project	



Municipality of the County of Kings

Request for Decision

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	Supports a Core Program Enhancement	
	Not Applicable	

ALTERNATIVES

- The Committee may opt to amend these draft Terms of Reference before recommending approval by Municipal Council and the Village Commissions.

IMPLEMENTATION

- Following approval by Municipal Council and the Village Commissions, the Committee will use the Terms of Reference as a guide to accomplish its mandate, goals and objectives. They will also be posted on the Committee's on-line page at countyofkings.ca.

ENGAGEMENT

- No engagement was undertaken on this topic.

APPENDICES

- Appendix A: Proposed Draft Terms of Reference
- Appendix B: Intermunicipal Service Agreement between the Municipality and the Villages to enact a Joint Accessibility Advisory Committee.

APPROVALS

Scott Conrod, Chief Administrative Officer

July 20, 2021

JOINT ACCESSIBILITY ADVISORY COMMITTEE**TERMS OF REFERENCE****(DRAFT – FOR DISCUSSION PURPOSES ONLY)****1. Establishment of Committee**

Per s.60 of the Nova Scotia *Municipal Government Act*, S.N.S., 1998, c. 18 (“the MGA”), the Municipality of the County of Kings (“the Municipality”) and the Village Commissions of Aylesford, Canning, Cornwallis Square, Greenwood, Kingston, New Minas and Port Williams (“the Villages”) have entered into an intermunicipal service agreement (“the Agreement”) effective March 19, 2021 to establish a Joint Accessibility Advisory Committee (“the Committee”).

2. Mandate

The Committee provides advice to Municipal Council and the Village Commissions on identifying, preventing, and eliminating barriers to people living with disabilities in Municipal and Village programs, services, initiatives, and facilities. The Committee plays a pivotal role in helping the Municipality and the Villages become accessible communities and meet their obligations under the Nova Scotia *Accessibility Act*, S.N.S., 2017, c. 2 (“the Act”).

3. Compliance with Policies, By-laws, Provincial Statutes, and the Agreement

The Committee shall comply with all Provincial statutes, by-laws and policies of the Municipality and the Villages, and the Agreement.

4. Goals and Objectives

The Committee shall:

- 4.1.** Advise Council and the Village Commissions on the preparation, implementation, and effectiveness of its Accessibility Plan. In accordance with the Act, the Plan must include:

- 4.1.1.** A report on measures the Municipality and the Villages have taken and intend to take to identify, remove, and prevent barriers;

- 4.1.2.** Information on procedures the Municipality and the Villages have in place to assess the following for their impact on accessibility for people living with disabilities:
 - 4.1.2.1.** Any proposed policies, programs, practices, and services; and
 - 4.1.2.2.** Any proposed enactments or by-laws.
 - 4.1.3.** Any regulation prescribed by the Act.
- 4.2.** Complete and submit for approval the first Accessibility Plan in accordance with s. 39(2) of the Act which requires a municipality to prepare and make publicly available an Accessibility Plan within one year of being prescribed as a Public Sector Body;
- 4.3.** Review and update the Accessibility Plan at least every three years, in accordance with the Act, or whenever the Province approves the standards for the five focus areas (built environment, information and communications, goods and services, transportation and employment);
- 4.4.** Consult with the community on accessibility in the Municipality and the Villages;
- 4.5.** Advise Council and the Village Commissions on the impact of their policies, programs, and services on people living with disabilities;
- 4.6.** Review and monitor existing and proposed Municipal and Village by-laws and policies to promote full participation of people living with disabilities, in accordance with the Act.
- 4.7.** Identify and advise on the accessibility of existing and proposed Municipal and Village services and facilities;
- 4.8.** Advise and make recommendations about strategies designed to achieve the objectives of the Accessibility Plan;
- 4.9.** Receive and review information from Council, the Village Commissions, their committees, and staff, and make recommendations, as requested; and
- 4.10.** Assist in monitoring compliance with Federal and Provincial government directives and regulations.

5. Guiding Principles

At all times, the Committee's work shall be guided by the following principles:

- 5.1.** Ensuring equal access and participation for all people, regardless of their abilities;
- 5.2.** Treating all people in a way that allows them to maintain their dignity and independence;
- 5.3.** Meeting the needs of people who face accessibility barriers; and
- 5.4.** Identifying, removing, and preventing these barriers by meeting the requirements of the Act.

6. Membership Composition

The membership composition of the Committee will be in accordance with the terms of the Agreement.

7. Appointments and Reappointments to the Committee

Appointments and reappointments to the Committee will be in accordance with the terms of the Agreement.

8. Terms of Membership

The length of time of terms of membership on the Committee will be in accordance with the Agreement.

9. Reporting

The Municipal Councillor and Village Commissioners appointed to the Committee are responsible for reporting the activities and recommendations of the Committee to their respective Municipal Council and Village Commission. The Municipal Councillor's responsibilities in this regard are set out in Municipal By-law 102, the Committees Governance By-law. Municipal and Village appointees are also responsible for advising the Committee of any business of Municipal Council and the Village Commissions relevant to the work of the Committee.

10. Committee Recommendations to Municipal Council & Village Commissions

Committee recommendations to the Municipal Council or to a Village Commission shall be made by way of motion or resolution and provided to the Municipal and Village Clerks. Reports to Municipal Council and the Village Commissions shall be made regularly by their representatives on the Committee.

11. Advisory Role of the Committee

The Committee will act only in an advisory capacity to the Municipality and the Villages. Neither the Committee nor any of its Members shall have the power to pledge the credit, authorize expenditures not approved in the Committee Operating Budget, or enter into a legal agreement on behalf of the Municipality or the Villages.

12. Procedural Matters

12.1. Staff Support

The Committee shall be provided with on-going support from the following staff:

12.1.1. The Accessibility Coordinator;

12.1.2. In accordance with Municipal Policy ADMIN-01-016 Administration of Standing and Advisory Committees of Council, a Senior Staff Member of the Municipality will oversee the administration of the Committee; and

12.1.3. Through the Chief Administrative Officer or the Village Commission, as the case may be, Municipal or Village staff may be assigned as required.

12.2. Meetings

12.2.1. The Committee shall meet as required to complete its work plan.

12.2.2. The Committee will approve the meeting schedule for the upcoming calendar year at its inaugural meeting and annually at its regular December meeting and submit the approved schedule to the Municipal and Village Clerks. The Committee may amend the meeting schedule at any time if it is deemed necessary to schedule additional meetings, or reschedule a meeting to better accommodate the majority of Committee Members. Any amendments to the meeting schedule will be submitted to the Municipal and Village Clerks.

12.2.3. Except as provided for in the MGA s. 22, meetings of the Committee shall be open to the public and will be advertised accordingly.

12.3. Accommodation

Providing adequate advance notice is given, Committee Members and other meeting participants will be accommodated so they are able to fully participate in Committee meetings free of barriers to the extent possible.

12.4. Roles and Responsibilities of Committee Members

The roles and responsibilities of the Committee Members are governed by Municipal Policy ADMIN-01-016 Administration of Standing and Advisory Committees of Council. Committee Members are also expected to:

12.4.1. Review the meeting agenda and any accompanying materials;

12.4.2. Attend and participate in all Committee meetings;

12.4.3. Attend and participate in any working groups, as required; and

12.4.4. Assist the Committee in achieving its mandate, goals and objectives.

12.5. Election and Roles and Responsibilities of Officers

12.5.1. The Committee shall elect a Chair and Vice-Chair at its inaugural meeting and annually at its regular meeting in November (effective for the next meeting).

12.5.2. The roles and responsibilities of the Chair are governed by Municipal Policy ADMIN-01-016 Administration of Standing and Advisory Committees of Council.

12.5.3. The Chair shall conduct all Committee meetings in accordance with Municipal By-law 64, the Meetings and Procedure By-law.

12.5.4. In the absence of the Chair, the Vice-Chair shall assume the role of Chair. Should both the Chair and Vice-Chair be absent, the Committee shall approve by motion another Member to act as Chair for that meeting.

12.6. Quorum

Quorum is met by the attendance of a simple majority of Committee Members.

12.7. Review of Terms of Reference

The Committee will review these Terms of Reference every three years prior to the triennial review of the Accessibility Plan, and forward any proposed amendments to Municipal Council and the Village Commissions for approval.

12.8. Meeting Agendas

Meeting agendas will be structured as set out in Municipal By-law 102, the Committees Governance By-law, and developed according to Municipal Policy ADMIN-01-016 Administration of Standing and Advisory Committees of Council. The meeting agenda must be approved by the Chair prior to circulation.

12.9. Work Plan

The Committee will develop and approve a work plan as soon as possible after its inaugural meeting. The work plan will be developed in accordance with Municipal Policy ADMIN-01-016 Administration of Standing and Advisory Committees of Council. Review and discussion of

the work plan is to be included as a standing item on each regular meeting agenda.

12.10. Deadline for Agenda Circulation

Circulation deadlines for agendas and meeting documents will be in accordance with Municipal Policy ADMIN-01-016 Administration of Standing and Advisory Committees of Council.

12.11. Record of Meetings

12.11.1. The Accessibility Coordinator shall be responsible to ensure that minutes are taken of each meeting of the Committee and that a record of the approved minutes is provided to the Municipal and Village Clerks for posting on the respective websites.

12.11.2. The attendance of Committee Members will be recorded in the minutes of each meeting and will be used as the basis for determining the honoraria payable to Members of the public.

12.12. Public Participation

12.12.1. The meeting agenda will include a standing item for public comments following conclusion of all other business and prior to adjournment.

12.12.2. The Committee may receive presentations from the public upon the approval of the Chair.

12.13. Committee Operating Budget

12.13.1. For the 2020-21 and 2021-22 Fiscal Years, all expenses incurred by the Committee will require prior approval of the Municipality and the Villages with the exception of expenses necessary to conduct meetings and public consultations, to recruit Members of the public to serve on the Committee, to remunerate those Members in accordance with Municipal Policy FIN-05-002, the

Council and Committee Remuneration Policy, and to provide the accounting services referred to in the Agreement.

- 12.13.2.** Commencing with the 2021-22 Fiscal Year, the Committee will, by December 31 of each fiscal year, review and recommend an annual budget for the upcoming fiscal year for consideration by the Municipal Council and Village Commissions.

12.14. Working Groups

- 12.14.1.** The Committee may establish working groups which report directly to the Committee to explore specific issues related to the Accessibility Plan and/or to other responsibilities. A working group may include members of the public from the Municipality who are not Committee Members. However, they must either:
- 12.14.1.1.** Live with a disability;
 - 12.14.1.2.** Represent an organization that works with people living with disabilities;
 - 12.14.1.3.** Be a caregiver for someone who lives with a disability; or
 - 12.14.1.4.** By virtue of their vocation, training, or experience, be someone who possesses expertise of value to the Committee in accomplishing its goals and objectives.
- 12.14.2.** The chair of a working group must be a Member of the Committee.
- 12.14.3.** The first task of each working group will be to develop a work plan for approval by the Chief Administrative Officer and the Village Commissions.
- 12.14.4.** The Municipality and the Villages will provide all necessary staff support and resources required by the working groups.

13. Agreement to Enact a Joint Accessibility Advisory Committee

The Agreement will be considered part of these Terms of Reference. For greater certainty, these Terms of Reference are incomplete without reference to the Agreement.

14. Dates of Original Approval and of Amendments

Date	Original Approval & Amendments
	First Approved by the Committee
	First Approved by the Municipality and all Villages

DRAFT

THIS INTERMUNICIPAL SERVICE AGREEMENT made in octuplicate this 19 day of March, 2021.

BETWEEN:

THE MUNICIPALITY OF THE COUNTY OF KINGS, a body corporate pursuant to section 7 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereinafter referred to as "the Municipality")

AND **THE VILLAGE OF AYLESFORD**, a body corporate pursuant to section 404 of the *Municipal Government Act*, S.N.S., 1998, c. 18;

AND **THE VILLAGE OF CANNING**, a body corporate pursuant to section 404 of the *Municipal Government Act*, S.N.S., 1998, c. 18;

AND **THE VILLAGE OF CORNWALLIS SQUARE**, a body corporate pursuant to section 404 of the *Municipal Government Act*, S.N.S., 1998, c. 18;

AND **THE VILLAGE OF GREENWOOD**, a body corporate pursuant to section 404 of the *Municipal Government Act*, S.N.S., 1998, c. 18;

AND **THE VILLAGE OF KINGSTON**, a body corporate pursuant to section 404 of the *Municipal Government Act*, S.N.S., 1998, c. 18;

AND **THE VILLAGE OF NEW MINAS**, a body corporate pursuant to section 404 of the *Municipal Government Act*, S.N.S., 1998, c. 18;

AND **THE VILLAGE OF PORT WILLIAMS**, a body corporate pursuant to section 404 of the *Municipal Government Act*, S.N.S., 1998, c. 18;

(hereinafter referred to collectively as "the Villages")

COLLECTIVELY "the Parties"

WHEREAS s. 39(2) of the *Nova Scotia Accessibility Act*, S.N.S., 2017, c. 2 ("the Act") requires a municipality to prepare and make publicly available an accessibility plan within one year of being prescribed as a public sector body;

AND WHEREAS counties and villages continued under the *Municipal Government Act*, S.N.S., 1998, c. 18 ("the MGA") were prescribed as public sector bodies under the *Accessibility Act General Regulations* N.S. Reg. 197/2019 effective April 1, 2020;

AND WHEREAS s. 43 of the Act permits two or more public sector bodies to agree to have a joint accessibility plan;

AND WHEREAS s. 44(1) of the Act requires every public sector body to establish an accessibility advisory

committee or continue any such committee that was established before the coming into force of this Act;

AND WHEREAS s. 60(1) of the MGA permits a Municipality and a Village to enter into a service agreement with each other for the provision of a service;

AND WHEREAS s. 60(2)(c) of the MGA permits an agreement made by a municipality or village pursuant to subsection (1) to delegate the power to provide the service to a committee representing each of the participating municipalities and villages;

AND WHEREAS the Parties have determined that it is mutually beneficial to collectively form a joint accessibility advisory committee;

AND WHEREAS the Parties hereto agree to appoint the Municipality, who will serve as the Host Unit, to provide all administrative, support, and other goods and services necessary to the operation of the Committee;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, for and in consideration of the joint and several mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties hereto mutually covenant and agree with each other as follows:

DEFINITIONS

1. In this Agreement:

- a) **"Accessibility Coordinator"** means a staff member of the Municipality who provides support services to the Joint Accessibility Advisory Committee;
- b) **"Accessibility Plan"** means a plan to address the identification, removal and prevention of barriers in the policies, programs, practices and services of a public sector body;
- c) **"Act"** means the Nova Scotia *Accessibility Act*, S.N.S., 2017, c. 2;
- d) **"Agreement"** means this Intermunicipal Service Agreement including all attached schedules;
- e) **"By-Law 54"** means the Municipality's Nominating Committee By-Law as may be amended from time to time.
- f) **"By-Law 102"** means the Municipality's Committees Governance By-Law as may be amended from time to time.
- g) **"Committee"** means the Joint Accessibility Advisory Committee as established by this Agreement and enabled by ss. 43 and 44(1) of the Act;

- h) **"Disability"** means a physical, mental, intellectual, learning or sensory impairment, including an episodic Disability, that, in interaction with a barrier, hinders an individual's full and effective participation in society;
- i) **"Fiscal Year"** means the 12-month period beginning April 1 and ending March 31 of the following calendar year;
- j) **"Host Unit"** means the Party to this Agreement authorized under this Agreement to provide all administrative, support, and other goods and services necessary to the operation of the Committee, including, without limitation, accounting, legal, human resource and administrative oversight per this Agreement;
- k) **"Incremental Cost"** means the additional cost incurred to undertake a certain action, such as providing a service to the Committee.
- l) **"Kings Transit Authority"** means a Municipal Service Corporation operating public transit routes and buses in the Annapolis Valley of Nova Scotia;
- m) **"Municipal Council"** means the Council of the Municipality of the County of Kings;
- n) **"MGA"** means the Nova Scotia *Municipal Government Act* 1998, c. 18, s. 1;
- o) **"Municipal Service Corporation"** means a body corporate incorporated under the provisions of the MGA which provides a municipal service on behalf of, and which is funded by, more than one municipal unit;
- p) **"Nominating Committee"** means the committee of Municipal Council which is responsible for recommending the appointment of Members of Municipal Council and members of the public to committees of Municipal Council in accordance with By-Law 54;
- q) **"Policy ADMIN-01-002"** means the Municipality's policy for Citizen Appointments To Boards And Committees in effect and as amended from time to time.
- r) **"Policy ADMIN-01-016"** means the Municipality's policy for Administration of Standing and Advisory Committees of Council in effect and as amended from time to time.
- s) **"Policy FIN-05-002"** means the Municipality's policy for Council and Committee Remuneration in effect and as amended from time to time.
- t) **"Policy FIN-05-006"** means the Municipality's policy for Procurement in effect and as amended from time to time.
- u) **"Policy PLAN-09-003"** means the Municipality's policy for the Planning Advisory Committee in effect and as amended from time to time.

- v) **"Property Valuation Services Corporation"** means the body incorporated under the *Property Valuation Services Corporation Act* 2006, c. 19, s. 1. that is responsible for assessing all property in Nova Scotia as mandated under the *Nova Scotia Assessment Act*, R.S., c. 23, s. 1.
- w) **"Special Resolution"** means a motion introduced at a duly called meeting that is passed by a majority of the Parties including the Municipality.
- x) **"Village Commission"** means the governing body for a Village continued under the MGA.

SCHEDULES

- 2. The following schedules are attached to and form part of this Agreement;

Schedule A - Map from Policy PLAN-09-003

Schedule B - Expense Allocation based on Total Assessment Base for Fiscal Year 2021-22

EFFECT

- 3. This Agreement is effective as at the date first above written.
- 4. The provision of services governed by this Agreement shall be effective as at the date of execution of this Agreement, and shall commence operations in accordance with the provisions herein.

PROVINCIAL STATUTES AND MUNICIPALITY BY-LAWS AND POLICIES

- 5. All current by-laws and policies of the Municipality and all Provincial statutes referred to in this Agreement as amended from time-to-time, apply hereto.

PURPOSE OF THE JOINT ACCESSIBILITY ADVISORY COMMITTEE

- 6. The Parties hereto form and maintain a Committee to advise on accessibility matters.
- 7. The Committee shall serve in a standing and advisory capacity by reporting and making joint recommendations to Municipal Council and the Village Commissions per s. 24 of the MGA. The recommendations will focus on identifying, preventing and eliminating accessibility barriers to Municipal and Village goods and services, the built environment, transportation, employment, information and communication, and any other categories as determined by the Province of Nova Scotia.
- 8. The Committee shall be responsible for developing and recommending for acceptance by Municipal Council and the Village Commissions an Accessibility Plan as required by the Act.
- 9. The Parties hereto shall, subject to the approval of their respective Council or Commission, take all reasonable steps to adopt complementary by-laws, policies and programs as may be recommended by the Committee or required by statute.

TERMS OF REFERENCE FOR THE COMMITTEE

10. The Committee shall develop Terms of Reference for the operation of the Committee in accordance with Policy ADMIN-01-016.
11. The Terms of Reference will be recommended to the Parties for formal approval by each of them.

COMPOSITION OF THE COMMITTEE

12. The Committee shall be comprised of sixteen (16) voting members including:
 - a) One (1) member of the Municipal Council who is also a member of the Kings Transit Authority Board of Directors;
 - b) One member of each of the seven (7) Village Commissions located within the County of Kings; and
 - c) Eight (8) members of the public who either have a Disability or who represent an organization with its purpose being to provide services to, or advocate on behalf of, persons with Disabilities.
 - i) There will be at least one (1) member of the public who has a Disability from each of the Western, Central, and Eastern areas of the Municipality, as shown on the map in Policy PLAN-09-003, and attached hereto as Schedule A.
 - ii) Should no applications for members with a Disability be received from one of the three areas identified in 12(c)(i), an applicant from another part of the Municipality may be appointed to represent that area.
 - iii) Members of the public who represent organizations with their purpose being to provide services to, or advocate on behalf of, persons with Disabilities, may be from any area of the Municipality.
13. The Committee shall annually appoint a Chair and Vice-Chair from among its voting members.
14. The Committee shall be provided with on-going support from the following staff:
 - a) The Chief Administrative Officer of the Municipality or designate;
 - b) the Accessibility Coordinator; and
 - c) An employee of the Kings Transit Authority.

The Committee may request the Chief Administrative Officer or the Village Clerks to delegate to the Committee any staff member of the Municipality or the Villages as it requires if it is deemed that they possess expertise which would be of benefit to the Committee. Municipal staff may provide additional services to the Committee as required.

APPOINTMENTS TO THE COMMITTEE

15. As soon as possible after execution of this Agreement, and thereafter at least 60 days prior to the expiration of the term of its Member, the Municipal Council, in accordance with By-Law 54, shall recommend to the Parties the appointment of one (1) of its Members to serve on the Committee who is also a Member of the Kings Transit Authority Board of Directors.
16. As soon as possible after execution of this Agreement, and thereafter at least 60 days prior to the

expiration of the term of its Member, each Village Commission shall recommend to the Parties the appointment of one (1) of its Members to serve on the Committee.

17. As soon as possible after execution of this Agreement, and thereafter at least 60 days prior to the expiration of their terms, the Nominating Committee, in accordance with Policy ADMIN-01-002, shall recommend to the Parties members of the public to serve on the Committee.
18. All recommended appointments made in accordance with Sections 15, 16 and 17 of this Agreement will be considered for approval by motion by Municipal Council and each of the Village Commissions. All appointments will be effective from the date that the motions confirming the appointments have been passed by Municipal Council and all Village Commissions.
19. In accordance with Policy ADMIN-01-002, following the completion of a citizen appointee's second consecutive term of office, the citizen appointee will not be eligible to reapply for a minimum of one term of office.

TERM OF APPOINTMENTS TO THE COMMITTEE

20. As soon as possible after execution of this Agreement, four (4) members of Municipal Council and the Village Commissions, and four (4) members of the public shall be appointed for terms of three (3) years. The remaining voting members of the Committee shall be appointed for terms of two (2) years.
21. Thereafter, as terms expire, all appointments of voting members shall be for terms of three (3) years.
22. In accordance with s. 25 of the MGA, any member of the Committee who, without leave of the Committee, is absent from three consecutive regular meetings will cease to be a member. This does not apply to a member of the Committee who is absent for fifty-two or fewer consecutive weeks due to parental accommodation.
23. Should a Member of Municipal Council or a Village Commissioner cease to be a Member of Municipal Council or of the Village Commission, or is no longer able to serve on the Committee for any reason prior to the expiry of their term on the Committee, the Municipal Council, in accordance with By-Law 54, or Village Commission, shall recommend to the Parties the appointment of another of their Members to serve the remainder of the term on the Committee. In accordance with Section 18 of this Agreement, the appointment becomes effective on the date it is approved by Municipal Council and all the Village Commissions.
24. Should a member of the public cease to be able to serve on the Committee for any reason prior to the expiry of their term on the Committee, the Nominating Committee, in accordance with Policy ADMIN-01-002 and By-Law 102, shall recommend to the Parties the appointment of a member of the public to serve the remainder of the term on the Committee. In accordance with Section 18 of this Agreement, the appointment becomes effective on the date it is approved by Municipal Council and all the Village Commissions.

OPERATION AND ADMINISTRATION OF THE COMMITTEE

25. The operation of the Committee shall be governed by the MGA and Policy ADMIN-01-016.
26. The Parties authorize the Municipality as Host Unit to provide all administrative, support, and other goods and services necessary to the operation of the Committee, including, without limitation, accounting, legal, human resource and administrative oversight per this Agreement.
27. The Host Unit will designate an employee of the Municipality as Accessibility Coordinator who will be responsible for ensuring the Committee receives all support required as indicated in section 26.
28. The Host Unit may employ the services of other staff as required without expense to the Committee.
29. The Host Unit shall:
 - a) Source and procure all goods and services required for the operation of the Committee in accordance with the Public Procurement Act, 2011, c. 12 and Policy FIN-05-006; and
 - b) Provide accounting services and reports to the Municipal CAO, Village Clerks and the Committee on a semi-annual basis that are in accordance with the Canadian Generally Accepted Accounting Principles, including financial variance reports of actual year-to-date expenditures relative to budget, with provision of said services on a cost-recovery basis with said costs forming part of the Committee budget.
30. The Host Unit may, without limitation, execute contracts for equipment, facilities, personnel and funding agreements with other orders of government, as recommended by the Committee.

SHARING OF COSTS INCURRED BY THE OPERATION AND ADMINISTRATION OF THE COMMITTEE

31. The Municipality and each of the Villages shall be responsible for any costs incurred by their respective elected officials and staff to attend meetings of the Committee or training sessions and public consultations associated with the work of the Committee.
32. Members of Municipal Council and Village Commissioners will not receive additional remuneration for serving on the Committee with the exception of the reimbursement of necessary expenses by their respective Municipality or Village.
33. All other costs incurred in the operation of the Committee shall be shared between the Municipality and the Villages on a *pro-rata* basis in accordance with the relative size of their total assessment bases as determined annually by the Property Valuation Services Corporation and as shown in Schedule B for Fiscal Year 2021-22. For the purpose of this cost allocation method, the total assessment base for the Municipality shall include the total assessment bases of the Villages. The pro-rating of costs shall be reviewed and revised annually as assessment totals are updated and released by the Property Valuation Services Corporation.

34. All members of the public serving on the Committee shall receive honoraria and be reimbursed for mileage expenses in accordance with Policy FIN-05-002.
35. Other costs to be shared between the Municipality and the Villages may include, but are not limited to, the cost of recruiting members of the public to serve on the Committee, obtaining consulting services, conducting public consultations, providing training to the Committee, and any other Incremental Cost incurred by the Host Unit as per section 26.
36. The Parties will not make claim for the sharing of any costs for goods and services provided by any of them to the Committee unless those costs are Incremental Costs and therefore would not have been incurred were it not for the provision of those goods and services to the Committee. This includes, but is not limited to, the value of the time required by elected officials or staff to prepare for and attend Committee meetings or public consultations.
37. Each of the Parties to this Agreement shall be solely responsible for all costs associated with implementing any of the recommendations made by the Committee either as a result of the Accessibility Plan, or otherwise, that are adopted by a Party specific to that Party's jurisdiction.

FINANCIAL

38. For the 2020-21 and 2021-22 Fiscal Years, all expenses incurred by the Committee will require prior approval of all Parties with the exception of expenses necessary to conduct meetings and public consultations, to provide the accounting services referred to in section 29, to recruit members of the public to serve on the Committee, and to remunerate those members in accordance with Policy FIN-05-002.
39. Commencing with the 2021-22 Fiscal Year, the Host Unit, through the Committee, shall prepare and submit an annual budget by December 31 of each Fiscal Year for presentation to the Municipal CAO and Village Clerks and then to the Municipal Council and Village Commissions for review and approval by April 1 of the succeeding Fiscal Year.
40. In the event any Party objects to a change to the budget allocation or the amount of the budget, the objecting Party may register its opposition to the same and thereafter, may require that the budget be approved as a Special Resolution of the Parties. Failure to receive support of a Special Resolution shall require the Host Unit to propose a new budget that offers a remedy to the objection.
41. Upon approval, the budget shall be provided to the Municipal CAO and the Village Clerks.
42. For the 2020-21 and 2021-22 Fiscal Years, the Host Unit shall invoice the other Parties for their *pro rata* share of the actual Incremental Costs incurred by the Committee, as determined in section 33, at the mid-point and end of those Fiscal Years. Thereafter, the Host Unit shall invoice the other Parties for their *pro rata* share of the annualized budget, as determined in section 33, at the start and mid-point of each Fiscal Year.
43. Commencing with the 2022-23 Fiscal Year:

- a) Annual surpluses incurred shall be refunded to the Parties based on each Party's contribution to the budget;
- b) Budget overages will require prior approval of all Parties; and
- c) Deficits incurred are to be the first charge on subsequent funding commitments assessed to the Parties in the succeeding Fiscal Year.

TERM AND TERMINATION OF THIS AGREEMENT

- 44. The term of the Agreement shall end on March 31, 2021 and continue year over year for each Fiscal Year (the "Term") subject to annual reviews for contract adjustments that will be considered by December 31 each year.
- 45. The Parties hereto may elect to terminate for any reason at any time on agreement of all Parties hereto in writing, without liability.
- 46. The Parties hereby acknowledge that subsequent to terminating this Agreement, each of them remains responsible for complying with all requirements of the Act.

WITHDRAWAL

- 47. Any Party may withdraw from this Agreement at the beginning of any Fiscal Year by providing written notice to the other Parties a minimum of twelve (12) months in advance of the commencement of the Fiscal Year in which they intend to withdraw.
- 48. The Parties agree that the remaining Parties shall not be financially responsible for costs incurred by a withdrawing Party.
- 49. The withdrawing Party hereby acknowledges that subsequent to withdrawing from this Agreement, it remains responsible for complying with all requirements of the Act.

DISPUTE RESOLUTION

- 50. Notwithstanding any other provision in this Agreement, any dispute that cannot be resolved shall be referred to mediation. Where a dispute remains unresolved by mediation, then any Party may refer such dispute to arbitration by provision of written notice to all Parties hereto. In the event of arbitration, the arbitrator appointed shall be agreed to by the Parties within 30 days of notice of arbitration; in default of agreement, the Parties will refer the choice of arbitrator to the Supreme Court in accordance with section 12 of the Nova Scotia *Commercial Arbitration Act* (CAA). The arbitrator shall agree to conduct the arbitration in accordance with the terms of this Agreement. The appointed arbitrator shall have all the powers given by the CAA. The award and determination of the arbitrator shall be final and binding and each Party hereto agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne equally by the Parties unless otherwise ordered by the arbitrator.

NOTICES

- 51. Any notice under this Agreement, unless otherwise provided, may be given if delivered or mailed, postage prepaid, or by facsimile transmission or electronic transmission to:

MUNICIPALITY OF THE COUNTY OF KINGS

Attention: Chief Administrative Officer
181 Coldbrook Village Park Drive
Coldbrook, NS B4R 1B9

VILLAGE OF AYLESFORD

Attention: Chair of Village Commission
PO Box 91
Aylesford, NS B0P 1C0

VILLAGE OF CANNING

Attention: Chair of Village Commission
PO Box 9, 977 J Jordan Rd.
Canning, NS B0P 1H0

VILLAGE OF CORNWALLIS SQUARE

Attention: Chair of Village Commission
P.O. Box 129
Waterville, NS B0P 1V0

VILLAGE OF GREENWOOD

Attention: Chair of Village Commission
904 Central Avenue, PO Box 1068
Greenwood, NS B0P 1N0

VILLAGE OF KINGSTON

Attention: Chair of Village Commission
655 Main Street, PO Box 254
Kingston, NS B0P 1R0

VILLAGE OF NEW MINAS

Attention: Chair of Village Commission
9489 Commercial Street
New Minas, NS B4N 3G3

VILLAGE OF PORT WILLIAMS

Attention: Chair of Village Commission
1045 Highway 358, PO Box 153
Port Williams, NS B0P 1T0

CONFIDENTIALITY

52. The Parties acknowledge that this Agreement is a public document and that any information, document, or record, in any form, provided to them and by them pursuant to this Agreement may be subject to disclosure in accordance with Part XX of the MGA ("Freedom of Information and Protection of Privacy").

APPLICABLE LAW

53. The law governing this Agreement and any action, matter or proceeding based upon or relating to this Agreement shall be the law of the Province of Nova Scotia, which shall have exclusive jurisdiction over any action or proceeding based upon or relating to this Agreement.

SEVERABILITY

54. Invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

WAIVERS AND AMENDMENTS

55. No action by any Party to this Agreement shall be construed as a waiver saving express written provision of such waiver, and this Agreement shall not be amended saving express written provision of such amendment by all Parties hereto.

RELATIONSHIP OF PARTIES

56. The Parties intend that the Parties hereto shall not be treated as partners or members of a joint venture for any purpose.

FURTHER ASSURANCES

57. The Parties hereto shall execute and deliver any further documents or assurances or to furnish any further information or perform any other act reasonably necessary to give full effect to the terms herein.

REPRESENTATIONS AND WARRANTIES

58. The signatories to this Agreement covenant that they have the full power and authority to enter into, and have taken all necessary measures to authorize the execution of this Agreement.

ENTIRE AGREEMENT

59. The Parties acknowledge and agree that their entire obligations under this Agreement are restricted to the terms of this Agreement.
60. This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty expressed, implied or otherwise, is made by the Parties except as expressly set out in this Agreement.
61. Each Party acknowledges that it receives its own legal advice and is not relying upon the interpretations of any of the other Parties to this Agreement.

EXECUTION

62. This Agreement may be executed by facsimile and in counterpart, and without limiting the foregoing, operates in accordance with the Term and Termination provisions herein.

TIME

63. Time shall in all respects be of the essence in this Agreement.

[Remainder of page intentionally blank. Signature page to follow]

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF

Witness

Mayor

Witness

Chief Administrative Officer

VILLAGE OF AYLESFORD

Witness

Chair, Aylesford Village Commission

Witness

Clerk, Village of Aylesford

VILLAGE OF CANNING

Witness

~~Chair, Canning Village Commission~~

Witness

Clerk, Village of Canning

VILLAGE OF CORNWALLIS SQUARE

Witness

Chair, Cornwallis Square Village Commission

Witness

Clerk, Village of Cornwallis Square

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF



Witness

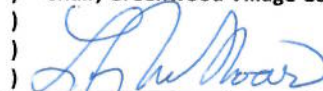


Witness

) VILLAGE OF GREENWOOD

) 

) Chair, Greenwood Village Commission

) 

) Clerk, Village of Greenwood

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF



Witness



Witness

) VILLAGE OF KINGSTON

) 

) Chair, Kingston Village Commission

) 

) Clerk, Village of Kingston

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF



Witness



Witness

) VILLAGE OF NEW MINAS

) 

) Chair, New Minas Village Commission

) 

) Clerk, Village of New Minas

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF



Witness



Witness

) VILLAGE OF PORT WILLIAMS

) 

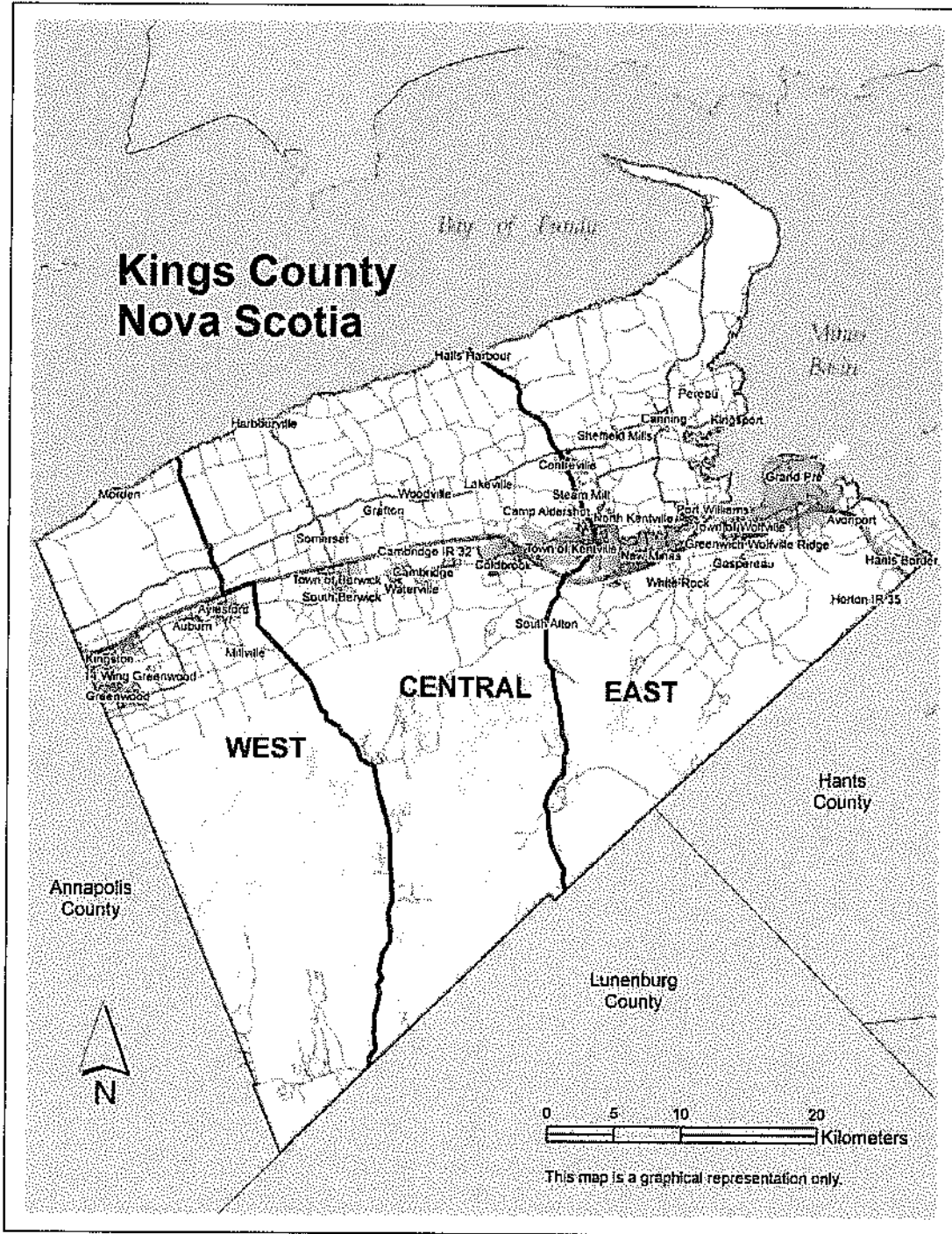
) Chair, Port Williams Village Commission

) 

) Clerk, Village of Port Williams

Schedule A

Map from Policy PLAN-09-003



Schedule B

Expense Allocation based on Total Assessment Base for Fiscal Year 2021-22

Community	Total Assessment	% of Total
Municipality*	\$3,714,514,500	73.20%
Canning	\$43,655,700	0.90%
New Minas	\$391,298,400	7.70%
Greenwood	\$176,445,800	3.50%
Kingston	\$230,352,100	4.50%
Aylesford	\$56,650,400	1.10%
Port Williams	\$170,595,600	3.40%
Cornwallis Square	\$289,315,400	5.70%
	<hr/>	
	\$5,072,827,900	100.00%

* includes the assessment base of the seven villages.