



Joint Accessibility Advisory Committee
Wednesday, June 11, 2025 at 6:00 p.m.
Council Chambers

A G E N D A

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1. Call to Order	
2. Roll Call	
3. Amendments to Agenda	
4. Approval of the Agenda	
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10.Roundtable	
11.Correspondence	
12.Public Comments	
13.Date of Next Meeting	

14. Adjournment

Accommodations are available for this meeting: please submit your request at www.countyofkings.ca/accommodationsrequest

JOINT ACCESSIBILITY ADVISORY COMMITTEE

Wednesday, March 12, 2025

Draft Minutes

Meeting, Date and Time

A meeting of the Joint Accessibility Advisory Committee (JAAC) was held on Wednesday, March 12, 2025, on Microsoft Teams.

Attending

JAAC Members

Doug Ralph – Citizen Member (Vice Chair)
Crystal McCormack – Citizen Member: Central (arrived at 6:10 pm)
Ryan Hutt – Citizen Member
Councillor Robbie Hiltz
Andy Nette – Commissioner, Village of Port Williams (arrived at 6:10 pm)
Andy Vermeulen – Commissioner, Village of Canning (arrived at 7:09 pm)
Doug McLean – Commissioner, Village of Cornwallis Square
John DeCoste – Commissioner, Village of Aylesford
Mike Bishop – Commissioner, Village of Kingston
Robert Sealby – Commissioner, Village of Greenwood
Quentin Hill – Commissioner, Village of New Minas

Municipal Staff

Katie MacArthur – Accessibility Coordinator
Terry Brown – Manager of Inspection & Enforcement Division
Laurie-Ann Clarke – Recording Secretary

Presenting Guests

Clayton Dauphinee – Kings County Resident
Shelley Adams – CNIB, Manager of Advocacy, Atlantic Canada (until 6:36 pm)
Shelley McKenzie – Kings County Resident

Regrets

Mary Fox – Citizen Member (Chair)
Shelley Hopkins – Citizen Member

- Absent** Alan Price – Citizen Member: West
Jason Langille – Citizen Member
- Members of the Public** 1
- 1. Call to Order** Doug Ralph, Vice-Chair, called the meeting to order at 6:04 p.m.
- 2. Roll Call** Roll call was taken by the Recording Secretary.
- 3. Amendments to the Agenda** None
- 4. Approval of the Agenda** **On motion of Commissioner Sealby and Commissioner Hill, that the Joint Accessibility Advisory Committee approve the March 12, 2025 agenda with one addition.**
- The question was called on the motion. Motion carried.**
- 5. Disclosure of Conflict of Interest Issues** There were no conflict of interest issues disclosed.
- 6. Approval of Minutes**
- a. December 11, 2024** **On motion of Commissioner Sealby and Commissioner Hill, that the minutes of the Joint Accessibility Advisory Committee meeting held on December 11, 2024, be approved as circulated.**
- The question was called on the motion. Motion carried.**
- 7. Business Arising from the Minutes** There was no business arising from the minutes.
- 8. Business**

- a. Citizen presentation on sidewalks in New Minas**
- Shelley McKenzie, New Minas resident, shared her concern about a crosswalk on Commercial Street near the Pinehurst Apartments, asking if it would be possible to move the crosswalk and have an auditory function added or repaired. Commissioner Hill shared that the Village of New Minas has reached out to the Nova Scotia Department of Public Works and MLA Julie Vanexan for their comments.
- b. Presentation on CNIB SnoWay Campaign**
- Shelly Adams, Manager of Advocacy for Atlantic Canada for the CNIB Foundation (CNIB), made a presentation on the CNIB's SnoWay Campaign which was designed to raise awareness around the importance of proper and timely snow clearing for accessibility. Ms. Adams also stressed the importance of auditory crosswalks and tactile warning indicator slips at crosswalks.
- c. Citizen presentation on Accessibility Issues in Kings County**
- Clayton Dauphinee, Municipal resident, shared that he has lived experience with accessibility standards, as he cared for his parents who were in wheelchairs, providing him with a personal understanding of the challenges faced by individuals requiring accessible spaces. He raised concerns around the accessibility standards being implemented, how tradespeople can adapt to the new code requirements, and who would be responsible for enforcing the code requirements.
- d. Committee and Working Group Work Plans**
- Katie MacArthur, Accessibility Coordinator reviewed the JAAC and Citizen Member Working Group Work Plans that were included in the [agenda package](#).

On the motion of Commissioner Decoste and Commissioner Sealby, that the Joint Accessibility Advisory Committee receive the Committee Work Plan and Citizen Working Group Work Plan as presented at the March 12, 2025 JAAC meeting.

The question was called on the motion. Motion carried.

**e. Accessibility
Coordinator's
Quarterly Report**

Ms. MacArthur advised the JAAC that the Accessibility Coordinator's quarterly report was included in the March 12, 2025 [agenda package](#) for their review.

**f. Upcoming Events /
Proclamations**

Ms. MacArthur advised of upcoming events/proclamations that members of the Committee May be interested in:

- March 21 – Down Syndrome Awareness Day – 9 am
- April 4 – Autism Acceptance Day
- May 25 – June 1 – Access Awareness Week

**g. Built Environment
Standards**

Ms. MacArthur shared that the Built Environment Accessibility standard has been approved; this is the first accessibility standard approved under the *Accessibility Act*. Compliance and enforcement of this standard will begin April 1, 2026. The Nova Scotia Accessibility Directorate will support Nova Scotia prescribed public bodies in implementing the standard. Ms. MacArthur will have more information for the committee as it becomes available.

9. Other Business

Ms. MacArthur shared that there is an opening for a Citizen Member on the committee and she is currently in the process of reviewing applications to fill the vacancy.

10. Roundtable

Mr. Brown shared with sadness the passing of Greg Barr, the Municipality's Director of Finance and IT. Greg's contributions to the Municipality, both personally and professionally, were acknowledged, and thoughts were extended to his wife and children.

Mr. Decoste shared his experience taking part in a workshop that gave attendees the opportunity to use a wheelchair and suggested this would be a good activity during Access Awareness Week.

Commissioner Sealby introduced Lindsay Ahearn, the Village of Greenwood's newly hired Administrative Clerk. Ms. Ahearn shared a bit about her background working with visually impaired and deaf students as well in participating in accessibility simulations.

11. Correspondence

There was no new correspondence.

12. Public Comments

There were no comments from the public at this time.

13. Date of Next Meeting

The next meeting of the Citizen Members working group will be held on April 9, 2025.

The next meeting of the JAAC will held on June 11, 2025.

14. Adjournment

There being no further business, on motion of Commissioner Sealby and Councillor Hiltz, the meeting adjourned at 8:16 p.m.

Approved by:
Joint Accessibility Advisory Committee

Day/Month/Year

THIS INTERMUNICIPAL SERVICE AGREEMENT made in octuplicate this ____ day of _____, 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
- 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.
- d) 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. A member of Municipal Council or a Village Commission appointed under sections 12(a) or 12(b) may designate a staff member from their respective organization to participate on the Committee in their place. The designate shall have full voting rights and be empowered to represent the organization in all Committee matters, subject to the approval of the other Parties to this Agreement.

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.

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 CANNING

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

VILLAGE OF GREENWOOD

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

VILLAGE OF NEW MINAS

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

VILLAGE OF AYLESFORD

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

VILLAGE OF CORNWALLIS SQUARE

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

VILLAGE OF KINGSTON

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

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 and delivered by electronic means and in counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

TIME

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

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

IN WITNESS WHEREOF the Parties have hereto subscribed their hands and seals as hereinafter set out.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF	)	MUNICIPALITY OF THE COUNTY OF KINGS
)	
)	
)	
_____ Witness	)	_____ Mayor
)	
)	
_____ Witness	)	_____ Chief Administrative Officer
)	
)	
SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF	)	VILLAGE OF AYLESFORD
)	
)	
_____ Witness	)	_____ Chair, Aylesford Village Commission
)	
)	
_____ Witness	)	_____ Clerk, Village of Aylesford
)	
)	
SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF	)	VILLAGE OF CANNING
)	
)	
_____ Witness	)	_____ Chair, Canning Village Commission
)	
)	
_____ Witness	)	_____ Clerk, Village of Canning
)	
)	
SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF	)	VILLAGE OF CORNWALLIS SQUARE
)	
)	
_____ Witness	)	_____ Chair, Cornwallis Square Village Commission
)	
)	
_____ Witness	)	_____ Clerk, Village of Cornwallis Square

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF

VILLAGE OF GREENWOOD

Witness

Chair, Greenwood Village Commission

Witness

Clerk, Village of Greenwood

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF

VILLAGE OF KINGSTON

Witness

Chair, Kingston Village Commission

Witness

Clerk, Village of Kingston

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF

VILLAGE OF NEW MINAS

Witness

Chair, New Minas Village Commission

Witness

Clerk, Village of New Minas

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF

VILLAGE OF PORT WILLIAMS

Witness

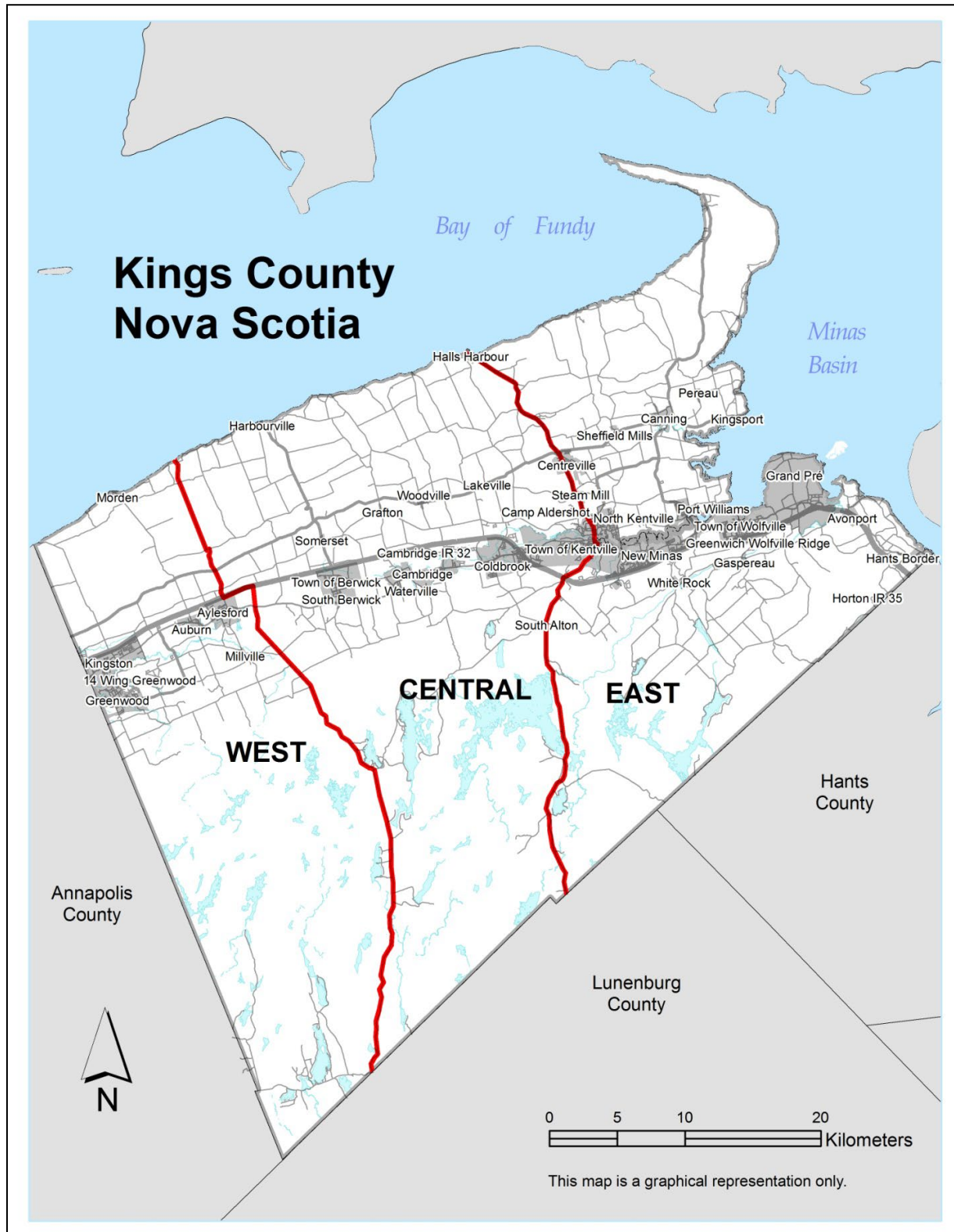
Chair, Port Williams Village Commission

Witness

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.