

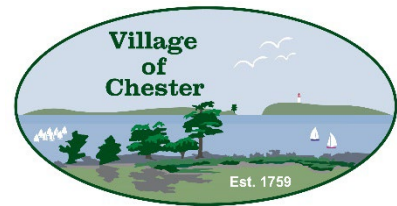
Minutes

Village Commission Special Meeting

Tuesday, July 4, 2023 – 2:00 pm

In-Person

27 Pleasant Street, Chester



Present: Nancy Hatch, Commission Chair; Laura Mulrooney, Commissioner; Gloria Nauss, Commissioner; Randall O'Malley, Commissioner; Geraldine Pauley, Commission Vice-Chair

Staff: Heather McCallum, Clerk/Treasurer

Regrets: Nil

Note: Today's meeting could not be livestreamed/recorded due to network issues.

1.0 Call to Order

Chair Hatch called the July 4, 2023 Special Meeting of the Village of Chester Commission to order at 1:53 pm.

2.0 Approval of Agenda

Motion #23-076: Commissioner Nauss moved; Commissioner Mulrooney seconded: That the Agenda of the July 4, 2023 Special Commission Meeting be approved as presented.

Unanimously Carried

3.0 New Business

3.1 Request for Decision: LCAAC Membership

The Commission discussed whether to resume its representation on this committee (*Attachment 3.1*).

Motion #23-077: Commissioner Mulrooney moved; Commissioner Nauss seconded: That the Village Commission appoint Vice-Chair Pauley as its representative on the Lunenburg County Accessibility Advisory Committee.

Unanimously Carried

4.0 In-camera Meeting

Motion #23-078: Vice-Chair Pauley moved; Commissioner O'Malley seconded:

That the Commission move in camera as per Section 408B (2) of the Municipal Government Act to discuss contract negotiations.

Unanimously Carried

The Commission recessed to move in camera at 2:00 pm.

5.0 Resumption of Public Meeting

The public meeting resumed at 2:02 pm.

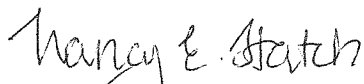
- Draft Fire Revising Agreement of June 29, 2023 (*Schedule 5.0*)

Motion #23-079: Commissioner Mulrooney moved; Commissioner O'Malley seconded: That the Village Commission approve the Revising Agreement as approved by Municipality of the District of Chester Council on June 29, 2023 and direct the Commission Chair and Clerk/Treasurer to sign the agreement and affix the Village seal.

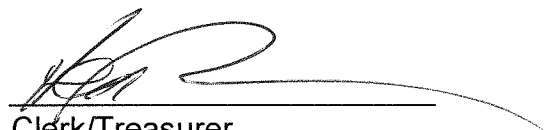
Unanimously Carried

5.0 Adjournment

The Chair adjourned the Meeting at 2:04 pm.



Commission Chair
Nancy Hatch



Clerk/Treasurer
Heather McCallum

Schedule 3.1

Village of Chester Commission Request for Decision

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| Topic: Lunenburg County Accessibility Advisory Committee (LCAAC) – Village Membership | Date: July 4, 2023 Proposed By: Heather McCallum Clerk/Treasurer |
| Issue Summary: Commissioner Martin Hiltz was formerly the Village’s representative on the Lunenburg County Accessibility Advisory Committee. The shared Accessibility Coordinator, Ellen Johnson, has asked if the Village would like to continue to have a representative on the committee. The LCAAC meet on the first Wednesday of every month from 6:00-7:00pm. The next meeting is July 5, 2023. | |
| Background: The Lunenburg County Accessibility Advisory Committee is a joint body of the five municipal units in Lunenburg County plus the Village who came together to develop the Lunenburg County Accessibility Plan, as required under the NS Accessibility Act. The Act applies to all municipalities and villages in Nova Scotia. The Lunenburg County municipal units contribute financially to the coordinator’s work; the Village does not. The original Terms of Reference are attached; the LCAAC is made up of one representative each from the five municipalities and the Village, and a matching six citizen representatives who can come from anywhere in Lunenburg County. Staff from each unit provide expertise and support. The current work of the LCAAC is to work with Ellen as she develops tactics to execute the Accessibility Plan. The website for this initiative is here: https://www.accessiblelunenburgcounty.ca The Terms of Reference are slated for updating this year as the work progresses. | |
| Options: 1. Decide to continue Village membership and appoint a new Commission representative and alternate to the LCAAC. 2. Withdraw from membership on the LCAAC, with MODC representing Village constituents. | |
| Considerations: No financial considerations at this time. It will require a few hours per month to prepare for and attend meetings for the representative and/or alternate. | |

Recommendation:

Staff recommend Option 1.

Draft Motion:

That the Village Commission appoint Commissioner _____ as its representative on the Lunenburg County Accessibility Advisory Committee and Commissioner _____ as alternate.

Lunenburg County Accessibility Advisory Committee

Terms of Reference

1.0 Purpose

The Lunenburg County Accessibility Advisory Committee's (AAC) role is to assist the five municipal units (the Districts of Chester and Lunenburg and the Towns of Bridgewater, Lunenburg and Mahone Bay) and the village commissions in Lunenburg County develop an Accessibility Plan in accordance with "An Act Respecting Accessibility in Nova Scotia, 2017 (The Act). The AAC provides advice to the municipal councils and village commissions on identifying, preventing and eliminating barriers to people with disabilities in municipal programs, services, initiatives and facilities. The Committee plays a pivotal role in the creation of barrier-free communities and ensuring the obligations under the Act are met.

2.0 Scope

These Terms of Reference are applicable to all members appointed to the Lunenburg County Accessibility Advisory Committee (ACC).

3.0 References

3.1 Bill No. 59 – Accessibility Act, Chapter 2 of the Acts of 2017

4.0 Definitions

4.1 Barrier means anything that hinders or challenges the full and effective participation in society of persons with disabilities including a physical barrier, an architectural barrier, an information or communication barrier, an attitudinal barrier, a technological barrier, a policy or a practice.

4.2 Commission(s) means the commissions for the Villages of Chester and Hebbville.

4.3 Council(s) means the Councils for the Districts of Chester and Lunenburg and the Towns of Bridgewater, Lunenburg and Mahone Bay.

4.4 Disability includes a physical, mental, intellectual, learning or sensory impairment, including an episodic disability (long-term conditions that are

characterized by periods of good health interrupted by periods of illness or disability); that, in interaction with a barrier, hinders an individual's full and effective participation in society.

5.0 Policy

5.1 Membership

5.1.1 The Committee shall consist of ten (10) voting members who serve without pay, except for associated expenses. Five (5) community members and five (5) Council members. Each Council will appoint their own Council member representative. The five (5) community representatives are to be appointed by all five (5) municipal units.

5.1.2 Commissions may join the Committee or be represented by the Council of the municipal unit in which it is located. When a Commission joins the Committee one (1) commission member and one (1) community member will be added to the Committee. Community members pursuant to this clause will be appointed by the nominating committee.

5.1.3 Applications for the community members will be sent to the Lunenburg County Accessibility Nominating Committee. This Committee will be comprised of the Mayors/Wardens of the five municipal units or their designate. The Nominating Committee will send a recommendation to all five councils concerning the appointment of the community members.

5.1.4 Councils shall appoint each of the five (5) community representatives' members as follows: Two (2) members to a three (3) year term; two (2) members to a two (2) year term; and one-member (1) to a one (1) year term. Once a member has completed their term all new terms will be for three (3) years. The term for additional community representatives pursuant to section 5.1.2. will be determined by the nominating committee.

5.1.5 Council/ Commission appointments shall be for two (2) year terms.

5.1.6 At least one half of the members (community and council/commission representatives) of the AAC must be persons with disabilities or representatives from organizations representing persons with disabilities.

5.1.7 If a community member vacates the Committee for any reason at any time before that member's term would normally expire, the Councils shall appoint promptly a new member to the Committee to hold office for the unexpired term.

5.1.8 If a Council/Commission member vacates the Committee for any reason at any time before that Council/Commission member's term would normally expire, the Council/Commission that the member represents shall appoint promptly a new Council/Commission member to the Committee to hold office for the unexpired term.

5.1.9 Applications for the appointment of community representatives to the Committee shall be invited by public advertisement.

5.1.10 The Chair and Vice-Chair will be appointed annually by the Committee.

5.2 Qualifications

5.2.1 Any member of the Committee is eligible for reappointment.

5.2.2 Any member of the Committee, who is absent from three (3) consecutive meetings of the Committee, forfeits office, unless the absence is caused by illness or authorized by resolution of the Committee and noted in the Committee minutes. Any member who forfeits office is eligible for reappointments following the remainder of the unexpired term.

5.3 Mandate of Responsibilities

The Committee has the following responsibilities:

5.3.1 Advise the five Councils/Commissions in the preparation, implementation and effectiveness of an Accessibility Plan. In accordance with the Act, the Plan must include:

a. A report on measures the five (5) municipal units and the Commissions have taken and intend to take to identify, remove and prevent barriers;

b. Information on procedures the five (5) municipal units and the Commissions have in place to assess the following for their effect on accessibility for persons with disabilities:

i. Any of its existing and proposed policies, programs, practices and services, and

ii. Any existing and proposed enactments or bylaws it will be administering;
and

c. Any other prescribed information.

5.3.2 Advise all five (5) Councils and the Commissions on opportunities to promote the full participation of persons with disabilities, in accordance with the Act;

5.3.3 Identify and advise on the accessibility of existing and proposed municipal services and facilities;

5.3.4 Advise and make recommendations about strategies designed to achieve the objectives of the five (5) municipal units and the Commissions Accessibility Plans;

5.3.5 Receive and review information directed to it by all five (5) municipal Councils and the Commissions and their committees, and to make recommendations as requested;

5.3.6 Monitor federal and provincial government directives and regulations; and

5.3.7 Host public consultations related to accessibility

5.3.8 Provide input and advice to all five (5) councils and the Commissions with respect to updating the Accessibility Plan every three years.

5.3.9 Provide an annual budget for the five (5) Councils and the Commissions consideration in order for the Committee to carry out their mandate.

5.4 Rules of Engagement:

5.4.1 Committee meetings will be called by the Chair as required to fulfill the duties outlined. Meetings of the ACC shall be open to the public and advertised no less than one week in advance.

5.4.2 A majority of the appointed voting members of the Committee constitutes a quorum.

5.4.3 Subject to the principles set out in the Municipal Conflict of Interest Act, all committee members present including the person presiding shall vote on a question.

5.4.4 Subject to section 22 of the Municipal Government Act, meetings of the committee are open to the public

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

5.4.6 The Committee may establish Working Groups to explore specific issues related to the Accessibility Plan and/or other responsibilities. Members of the Working Group may consist of additional members of the community. A member of the AAC shall chair the Working Group.

5.5 Staff Resources

5.5.1 The Committee will be supported by municipal staff and consulting resources as required.

5.5.2 Staff appointed by the five (5) municipal units and the Commissions will attend meetings as a resource to the Committee.

5.5.3 The Municipalities will provide administrative support services to the Committee to aid in agenda preparation, minute taking, and other administrative duties as required.

6.0 Policy Review

6.1 These Terms of Reference will be reviewed by each of the five (5) Councils and the Commissions at least every four years from the effective/amended date.

Draft: Jun 29 2023

W200-827
SRL/sls

THIS REVISING AGREEMENT made this day of , 2023.

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF CHESTER, a municipal corporation duly incorporated under the laws of the Province of Nova Scotia, having its office at Chester, in the County of Lunenburg and Province of Nova Scotia;

(Hereinafter referred to as “Municipality”)

- and -

VILLAGE OF CHESTER, a body corporate pursuant to the *Municipal Government Act 1998, c 18, s.1*, of Chester, in the County of Lunenburg and Province of Nova Scotia

(Hereinafter referred to as the “Village”)

Collectively referred to as the “Parties”

WHEREAS the Parties entered into an Intermunicipal Fire Services Agreement dated the 12th day of May, 2022 (the “Agreement”);

AND WHEREAS the Parties wish to revise the Agreement providing that the Chester Volunteer Fire Services Committee as established in the Agreement shall be a body corporate for the purpose of carrying out its duties and responsibilities pursuant to the Agreement;

NOW THIS REVISING AGREEMENT witnessed that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree and acknowledge as follows:

1. That the fourth recital in the Agreement is deleted and replaced by the following recital: **“AND WHEREAS** the Municipality and the Village wish to enter into this Agreement which shall be a Municipal Service Agreement pursuant to Section 60 of the *Municipal Government Act* so as to cooperate to jointly provide this service to the Fire Service Area.”

“**AND WHEREAS** the parties wish to provide this service to the Fire Service Area through the Chester Fire Services Committee, a body corporate.”

2. That paragraph 1 of the Agreement entitled “Definitions and Schedules” shall be amended by adding the following definition: “Committee” means the Chester Volunteer Fire Services Committee, a body corporate (the Committee), created pursuant to Section 60(4) of the *Municipal Government Act* and which shall have responsibility for the exercise of the powers, and only the powers, delegated in the Agreement.
3. That paragraph 31 of the Agreement is amended by deleting the last sentence of that paragraph and replacing it with the following sentence: “The parties shall adopt a Common Area Rate throughout the Fire Service Area to fund the Operating and Capital Budgets once approved by both the Village and the Municipality.”
4. The Committee shall for the first two years beginning on the date the Committee becomes a body corporate use the Village of Chester staff as the primary administrative delivery structure for their work. This shall include up to ten hours of administrative support time and ten hours of management support time per week, for a fee to be negotiated annually as part of the budget process to a maximum of ten percent of the total budget of the Committee. Administrative support services provided by the Village shall include, but not be limited to the following:
 - (i) Bookkeeping services to create purchase orders, process invoices, issue cheques and manage accounts;
 - (ii) Financial management by supporting the annual budget development process, reconciling bank accounts and statements, creating budget reports, monitoring and reporting on expenditure services and generally assisting the Treasurer in anyway possible;
 - (iii) Managing the repair and maintenance of the building and structure through the use of internal and external contracts and agencies;
 - (iv) Assisting with the development and management of contracts, scheduling and claims to support the insurance and audit needs of the Committee and the Chester Volunteer Fire Department;
 - (v) Assisting the Committee with the development and management of procurement and disposal documents and processes;

- (vi) Assisting the Committee as requested with any other administrative support, such as the development of by-laws, policies and procedures.

All of the above services shall be collectively be referred to as “the Support Services”.

5. Unless a decision to the contrary is made by no less than two-thirds of the members of the Committee at least six months prior to the expiration of the two year term with the Village for the Support Services, the Committee shall seek submissions from other qualified parties including the Village through a Request for Proposals (RFP) for the provision of the Support Services. The Committee shall be responsible for negotiating and entering into a new Agreement for the provision of the Support Services upon such terms and condition as may be agreed upon between the parties but for a term not exceeding five years. The fee negotiated by the Committee shall be approved as part of the budget process.
6. That this Revising Agreement along with the Agreement shall be filed with the Registry of Joint Stock Companies and upon such filing, the Committee shall continue to operate as a body corporate pursuant to Section 60 of the *Municipal Government Act*.
7. That all references in the Agreement to the Chester Volunteer Fire Service Committee or to the Committee shall hereafter refer to the Chester Fire Services Committee, a body corporate.
8. The duties, responsibilities and powers of the Committee as set out in the Agreement shall apply to the body corporate with all necessary modifications to reflect the fact that it shall be a body corporate. The Committee shall be responsible to enact rules and procedures to follow when conducting meetings and as a method of governance which shall be in compliance with the applicable provisions of the *Municipal Government Act*.
9. The assets that are conveyed or leased to the Committee by the parties pursuant to Section 35 of the Agreement, shall be insured by the Committee in the manner as directed from time to time by the parties and which said insurance shall include liability insurance covering the Committee and the parties to this Agreement with both loss payable to them and as additional insured.

10. This Revising Agreement and the Agreement shall together constitute a Municipal Services Agreement pursuant to Section 60 of the *Municipal Government Act*.

Signed, sealed and delivered
in the presence of:

**MUNICIPALITY OF THE DISTRICT
OF CHESTER**

Per:

Witness

PAM MYRA, Clerk

Witness

ALLEN WEBBER, Warden

VILLAGE OF CHESTER

Per:

Witness

Per:

Witness

**PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG**

On this _____ day of _____, 2023 before me, the subscriber, personally came and appeared _____, a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that the MUNICIPALITY OF THE DISTRICT OF CHESTER, one of the parties thereto, duly executed the same in h____ presence by affixing thereto its corporate seal identified by the signature of _____, its _____, and _____, its _____, duly authorized officers in that regard.

A BARRISTER/ COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

**PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG**

On this _____ day of _____, 2023 before me, the subscriber, personally came and appeared _____, a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that the VILLAGE OF CHESTER, one of the parties thereto, duly executed the same in his presence by affixing thereto its corporate seal identified by the signature of _____, its _____, and _____, its _____, duly authorized officers in that regard.

A BARRISTER/ COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA