

TOWN OF BERWICK
Committee of the Whole Meeting
September 28, 2021 - 6:30pm
AGENDA
Via Webex Conference

1. **Call to Order**

2. **Approval of Agenda**

3. **Approval of Previous Minutes**

4. **Departmental Reports**
 - a. RCMP *Attached*
 - b. BDVFD *Attached*
 - c. Active Living *Attached*
 - d. Recreation *Attached*
 - e. Economic Dev. *Attached*
 - f. Public Works *Attached*
 - g. Finance *Handout*
 - h. CAO *Attached*
 - i. Bylaw Officer *Attached*

5. **New Business:**
 - a. IMSA Agreement – REMO
 - b. Planning Services – SWAT Analysis

6. **Ongoing Business:**
 - a. E-Bicycles

7. **Mayor/Councillor Reports**
 - a. Councillor Goddard
 - b. Mayor Clarke's Report

8. **Adjournment**

Berwick & District Vol. Fire Department Monthly Report for Sept. 2021

One alarm to report as of September 17, 2021.

- 1- Motor Vehicle Crash
- 2- RCMP requiring our assistance

I want to thank Brian Bain for all the help he has provided to the department with his IT work. Now that I have email on my phone, I hope this will help with keeping up to date with all incoming messages and provide a quicker response time to all emails.

Training: We attended a mock evacuation at the Grand View Manor, and we were very pleased with the work they have done with their emergency evacuation plans.

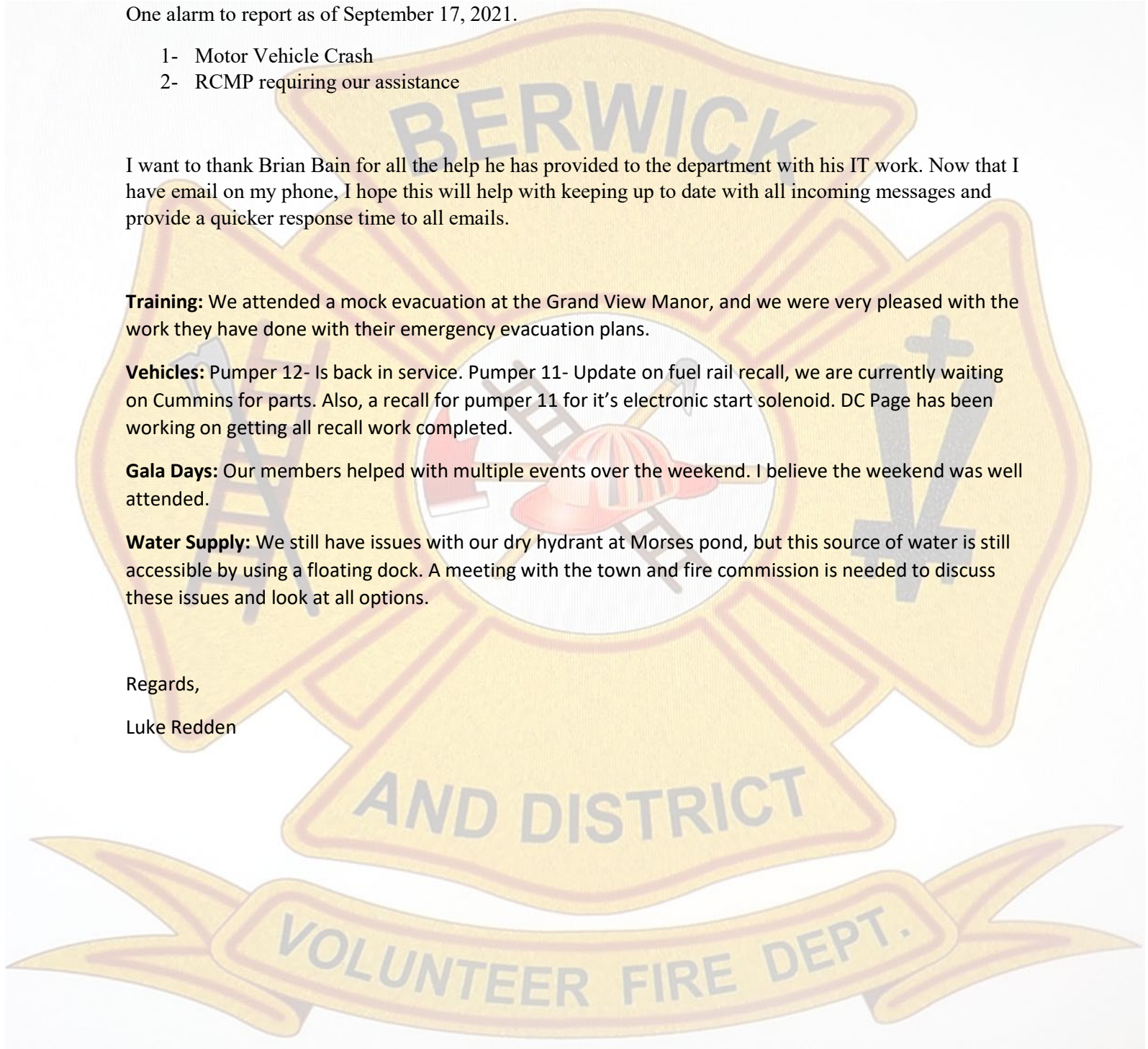
Vehicles: Pumper 12- Is back in service. Pumper 11- Update on fuel rail recall, we are currently waiting on Cummins for parts. Also, a recall for pumper 11 for it's electronic start solenoid. DC Page has been working on getting all recall work completed.

Gala Days: Our members helped with multiple events over the weekend. I believe the weekend was well attended.

Water Supply: We still have issues with our dry hydrant at Morses pond, but this source of water is still accessible by using a floating dock. A meeting with the town and fire commission is needed to discuss these issues and look at all options.

Regards,

Luke Redden



**Berwick & District Vol. Fire Department Monthly Report for
Sept. 2021**

Thanks,
Chief Redden



**TOWN OF BERWICK
REPORT TO COUNCIL**

From: Kimberly Halliday, Active Living Coordinator

Date: September 20th, 2021

Subject: Monthly Active Living Coordinator Report

1) Meetings & Webinars

- Evaluation Training for Physical Activity Practitioners course through the Canadian Fitness and Lifestyle Research Institute
- Principles of Healthy Aging course (pre-req to train the trainer)
- Met with Sarah and Cara from Clean Foundation to discuss e-bike grants available (Connect2)
- Annapolis Valley Trails Coalition Annual General Meeting
- Active Kids Healthy Kids Committee (discussion of promotion and funding available, promotion to start on Sept. 16th)
- Municipal Physical Activity Leaders launch of "Hot Topics", bi-weekly meetings of everyone in Valley region
- Valley Active Communities Committee
- Valley Recreation Meeting
- Sport Hub
- Met with Regional Physical Activity Consultant
- Met with Paul from Sport NS to discuss parasport programming potential
- Blue Route Project Meet with Alison and Meghan

2) Programming

- Weekly Walks – ongoing, two leaders currently and training coming up for anyone interested in becoming a walk leader
- Multisport programming with Taylor to begin November, finalizing places and sports (two groups, primary aged children and guardians)

3) Communications

- Continue to update social media for the Town of Berwick (Facebook)
- Request for Tender sent out on Facebook, Instagram, and on website

4) Miscellaneous

- Sent Expression of Interest for the Connect2 Grant for E-bikes, one for community loan and one for town hall/councilors to use as promotion, filling out application
- Beginning to put together Active Recreation Inventory, list of all current programs available and facilities
- Engagement Strategy: community consultation?
- Smoke-free Grant signs (ordering by months end) to be put on trails and in parks

Priorities:

- Apply for funding for e-bike project (Connect2 Grant)
- Potential Blue Route project – if chosen, apply for funding
- Finalize engagement strategy based on recommendations
- Active Smarter Kids train the trainer course
- Connect with school about multiple ideas

**TOWN OF BERWICK
REPORT TO COUNCIL**

From: Taylor Boylan, Recreation Coordinator
Date: September 20, 2021
Subject: Monthly Recreation Coordinator Report

1) Meetings & Webinars

- Weekly meetings with Community Development Department
- Sports Hall of Fame Committee
- Weekly Gala Days meetings
- Valley Recreation Executive meeting

2) Programming

- Summer Day Camp's tiered pricing trial was a success! The average paid per participant was \$114 per week, which is on-par with 2019's weekly price of \$115. The program brought in greater revenue than in 2019, despite lower participation numbers (due to the Covid-19 pandemic, and restrictions) thanks to improved accounting practices by S.Woodworth.
- The After School Program has 26 registered participants, all of whom have been invoiced for the month of September. Again, thanks to improved accounting practices, the program has sustainable revenue. The program will be run from Carol's Place again for this school year, and we have hired a new programming coordinator and five junior staff to work the program.
- Program planning underway for the Multisport Program, with sports committed and hopes to be underway in November 2021.
- Annie Corbin will be returning with her adult fitness classes September 20th. We have introduced a punch pass for this program and it remains highly in demand.
- Currently seeking a Senior Fitness instructor to fill the gap left by L.Kane's retirement.
- Parent and Tot will begin on October 6, and K.Halliday and myself continue to seek funding opportunities to purchase equipment for this program to keep it desirable and aligned with our priorities.

3) Communications

- Continue to update social media for the Town of Berwick (Facebook, Instagram and Twitter) as well as media releases for the "news" section of the website. Working to create a more cohesive look for the Town social media feeds.
- Regular updates to the Town of Berwick electronic sign, including training for software changes

4) Miscellaneous

- Sports Hall of Fame is set to be underway **Saturday, November 13**. The committee has worked tirelessly to ensure this event is a success and held many meetings to make this a reality.
- By all accounts, Berwick Gala Days was a success despite some wild weather. The committee met weekly until the event and we shared a great number of resources to ensure this could be pulled off 😊

Priorities for October 2021

- Planning for the year ahead with Berwick and District School, Annapolis Valley Regional Library, the Valley Wildcats and other community partners
- Halloween events – with the Evangeline Club and our family event
- Planning for Santa Claus Weekend – November 26-28
- Covid-19 planning for upcoming vaccine requirements for events and programming.

**TOWN OF BERWICK
REPORT TO COUNCIL**

From: Katie Verrette, Economic Development Officer

Date: September 14, 2021

Subject: Economic Development Officer Report

1) Meetings & Webinars

- Weekly meetings with M.Payne, T.Boylan, K.Halliday
- Weekly meeting with A.Ross for Fitness Centre
- Monthly REN Business Supports Response Team Meeting
- Meeting with Donna Conrad (and local business owners) re Business Support
- COVID seminars with Events Nova Scotia and RFANS (Facilities)

2) Miscellaneous

- Box cars will be pressure washed this month (in other communities this has been the only thing needed to revive them, can evaluate after it is complete.) Moving forward with RFP after redoing formatting/layout of document. Hope to have deck/retrofit complete before winter.
- Continuous improvements to Fitness Centre operations through the guidance and support of Alison Ross. Alison is hosting a staff meeting September 23rd. Classes will be starting in October and personal training is now available. A new personal trainer, Kaylen Stuckless has joined the team.
- It has been THREE YEARS! since the opening of the Fitness Centre. Alison and staff are planning a day of celebration in October for the Fitness Centre anniversary.
- The Valleys Best Awards are taking place on September 23rd. The Fitness Centre has made top three in Best Fitness Club category. Alison and I will attend the event on behalf of the Town and the Fitness Centre. I reached out via email to local business who were nominated with a quick congratulations (11 local nominations in total!).
- We participated in a rainy yet successful Gala Days parade. Public Works created additional pieces to add to the float, a windmill and solar panels. We felt the float was a great representation of the Town, along with Dan D Apple and smiling Berwick staff and children! Alison put together a package on behalf of the Fitness Centre for participants at the Strong Man Competition.
- The Valley REN has circulated the last draft of the "Towards Workforce Prosperity" document (strategy) for review. As seen in Berwick, major attention needs to be paid to the lack of staff availability in our region. The REN is hopeful this document will provide guidance and support.
- I have been working with Donna Conrad and the Berwick Business Community to roll out a Thanksgiving weekend local shopping event. On October 9th businesses will be offering promotions and setting up sidewalk sales to attract customers in hopes of providing a boost (MUCH NEEDED for our small businesses) to local businesses in the months leading up to the Christmas rush. Stay tuned for more information.

Priorities for October 2021

- Highlighting mural project and the work the committee has done.
- Pressure washing of boxcars and roll out of the RFP.
- Fitness Centre Celebration
- Thanksgiving local shopping event

Committee of the Whole report September 2021.

1. Public Works has finished painting all crosswalk and accessible parking tees in town, we will be starting on the yellow safety lines and refreshing the parking tees.
2. Many hours have gone into Gala Days getting ready for the event, helping out the event and clean up, we hope to be finished this week.
3. Paving: we have a few more sewer cuts in the streets to fix along with a few sidewalk safety fixes to get finished.
4. We are still tasked with mowing grass each week all over town, it has been a challenge trying to keep up.
5. I hope to start the sidewalk in front of the school next week, depending on the weather and workers work load.
6. The Centennial Park Drainage Project is out for Tender, the closing date is September 23, 2021. We hope the numbers come in close to what we have tendered, and if the weather stays good going forward.
7. We will be starting to get the machinery serviced and ready for the next season.
8. We will be fixing four manholes on Commercial St. from Union St. to Main St. I will have to bring in Howard Little's crew to work with us to get them fixed before winter, and paved back in.

Thank You,
Tim Harding
Director of Public Works.

Monthly Report to Committee of the Whole

Michael Payne, Chief Administrative Officer

2021 Sep 28

Attended the following meetings / events:

AREA management team weekly telecons
Kings REMO Alert Ready Rollout training
Trails Committee meeting
Polices Services Advisory Committee meeting
Valley REN Liaison and Oversight Committee meeting
Berwick Electric Commission
AREA Board meeting

- Attend initial session with Kings Region CAO's to discuss a regional approach to diversity and inclusion.
- Participate in a joint session of Council/Planning Advisory Committee orientation with the new Development Officer/Planning Service: Brighter Community Planning and Consulting
- Weekly meetings and ongoing liaison with staff in support of Community Development and Recreation activities, plans and projects.
- As Traffic Authority, established two additional accessible parking spaces in the down town core: one on Union Street west at Commercial Street, the other on Commercial Street south at T&M Pets (three existing spaces are at Canada Post, CIBC and RBC). Working with DTIR to address the east bound turn lane on Commercial Street at Union Street (the turn lane is only 6' wide).

Priorities for the next month

- Finalize the contract with the new consultant re planning and development services.
- Continue to work closely with the Community Development Team and Finance to ensure that the core mandates of Community Development continue to be advanced.

Issue Report

Michael Payne, Chief Administrative Officer

2021 Sep 28

Issue

Intermunicipal Service Agreement (IMSA) for the provision of Regional Emergency Management Organization services

Discussion

The four municipalities in Kings County wish to continue the provision of emergency management services through an IMSA that facilitates Regional Emergency Management Organization (REMO) services.

The attached IMSA will fulfill this goal, is in line with the Town's revised Emergency Management Bylaw that is under consideration and replaces the now-expired pilot project term agreement for Kings REMO.

Recommendation

That Council authorize the Mayor and CAO to sign the attached Inter-Municipal Services Agreement for the provision of Regional Emergency Management services.

THIS INTERMUNICIPAL SERVICES AGREEMENT made in quadruplicate this ____ day of _____, 2021.

BETWEEN:

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

(hereafter, “Kings”)

-and-

TOWN OF BERWICK, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Berwick”)

-and-

TOWN OF KENTVILLE, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Kentville”)

-and-

TOWN OF WOLFVILLE, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Wolfville”)

(collectively, the “parties hereto”)

WHEREAS section 60 of the *Municipal Government Act* (MGA) provides for the delivery of municipal services on such terms and conditions as agreed by the Participating Municipal Units (PMU), and for the delegation of service delivery to a party to an Agreement;

WHEREAS the PMUs executed the Kings Regional Emergency Services Agreement on 27 September 2006 to provide for a coordinated joint municipal response to an emergency occurring within any PMU;

WHEREAS a cooperative partnership has been established operating under the name Kings County Regional Emergency Management Organization (REMO) with a purpose to provide comprehensive emergency services to the region, to render mutual aid with respect to personnel and equipment during an emergency, and for joint provision of service and facilities by the PMUs per Part III MGA and section 10 *Emergency Management Act* (EMA);

WHEREAS the parties hereto desire to develop a regional emergency response plan that includes complementary emergency management by-laws, a common risk assessment plan and Memoranda of Understanding with other interested parties;

WHEREAS the parties hereto agree to appoint and purchase the services from one PMU who will serve as the Host Unit to provide management of the service, to ensure operational efficiency and accountability to the PMUs;

WHEREAS the PMUs agree that this regional initiative will include having a Regional Emergency Management Coordinator, who shall be an employee or contractor of the Host Unit, a Regional Emergency Management Advisory Committee (REMAC), comprising elected officials of each PMU, and a Regional Emergency Management Planning Committee (REMPC), comprising public sector staff and regional not-for-profit personnel;

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 PMUs, the parties hereto mutually covenant and agree with each other as follows:

DEFINITIONS

1. In this Agreement:

- (a) **CAO** means Chief Administrative Officer, and has the same meaning as in the MGA or successor legislation as may be enacted from time to time;
- (b) **Emergency Management Act (EMA)** means *Emergency Management Act, S.N.S., 1990, c. 8*, as amended;
- (c) **Fiscal Year** means the 12-month period beginning April 1 and ending March 31 of the following calendar year;
- (d) **Host Unit** means the PMU authorized by the parties hereto to provide general management and administration of regional emergency services, including, without limitation, accounting, legal, human resource and administrative oversight per this Agreement;
- (e) **MGA** means *Municipal Government Act, S.N.S., 1998, c. 18*, as amended;
- (f) **Participating Municipal Units** or **PMU** means, collectively, the parties hereto;
- (g) **Regional Emergency Management Advisory Committee (REMAC)** means the Mayors and one member of Council of each PMU;

- (h) **Regional Emergency Management Coordinator (REMC)** means the employee or contractor of the Host Unit responsible for preparing annual work plans, budgets, outcome reports and timelines for deliverables;
- (i) **Regional Emergency Management Organization (REMO)** means the REMAC, the REMC and the REMPC, and is the municipal emergency management organization of the PMUs pursuant to s. 10 (1) (c) of the EMA;
- (j) **Regional Emergency Management Planning Committee (REMP)** means the committee comprising public sector staff and not-for-profit personnel detailed in Schedule B; and
- (k) **Special Resolution** means a motion introduced at a duly called meeting that is passed by a majority of the PMUs including Kings.

EFFECT

- 2. The parties hereto agree that this Agreement is effective as at the date first above written and replaces the 27 September 2006 Regional Emergency Services Agreement and 12 March 2018 Intermunicipal Services Agreement.
- 3. The PMUs hereby agree that the provision of services governed by this Agreement shall be managed and delivered by REMO which shall, effective as at the date of execution of this Agreement, commence operations in accordance with the provisions herein.

DECLARING A STATE OF LOCAL EMERGENCY

- 4. In accordance with the EMA, a Council or Councils of the parties hereto may, when satisfied that an Emergency exists or may exist in all or any area of their Municipality, declare a State of Local Emergency.
- 5. If a Council(s) is unable to act promptly under section 15 of the Act, the Mayor or Mayors of those municipalities may declare a State of Local Emergency.
- 6. Once the State of Local Emergency is declared, and when the declared State of Local Emergency involves two or more of the parties to this Agreement, the Mayors shall authorize, pursuant to s. 15 (1) (b) of the Act, REMO to act in his or her stead during the declared State of Local Emergency.
- 7. When the declared State of Local Emergency is exclusive to one of the parties hereto, that Mayor shall authorize pursuant to s. 15 (1) (b) of the Act, REMO to act in his or her stead under the declared State of Local Emergency.

8. When the declared State of Local Emergency is exclusive to one of the parties hereto, the incremental costs incurred by REMO associated with that specific declaration shall be borne exclusively by the party to which the emergency relates. Where the PMU objects to the assignment of costs, REMAC shall consider an alternate cost-sharing formula, and if not agreed by all parties hereto, the dispute provisions of the Agreement shall govern.

LOCAL AND REGIONAL EMERGENCY MANAGEMENT

9. An Emergency may be declared a State of Local Emergency by the Council or the Mayor of the parties hereto in accordance with the EMA regardless of whether the State of Local Emergency is wholly or in part specific to their municipality.
10. Per section 10 EMA, the parties hereto agree to form and maintain REMAC to advise on emergency management plans.
11. REMAC shall serve in a standing and advisory committee capacity to the PMUs and make joint recommendations to the respective Councils of the PMUs per section 24 MGA and section 10 EMA.
12. REMAC shall operate in accordance with terms of reference appended hereto as Schedule A.
13. REMAC shall have the authority to approve budget reallocations pursuant to Schedule C of this of this Agreement if the total budget is not exceeded and an allocation does not involve the acquisition of a tangible capital assets or long-term debt.
14. In accordance with s. 10 of the Act, the REMAC shall act in the stead of the parties' Emergency Advisory Committees. Similarly, a REMPC and REMC will act in place of the municipal committees and coordinators.
15. Each of the parties hereto shall appoint a municipal staff member to serve as a liaison between their respective municipality and the REMPC.

REMO GOVERNANCE

16. The parties hereto agree that enactment of REMO-related policies and by-laws shall be designed to be, to the extent possible, complementary policies and by-laws and require adoption of by each PMU pursuant to the MGA.

PROGRAM ADMINISTRATION

17. REMO shall be administered in accordance with Part II MGA. The Chief Administrative Officer of the Host Unit shall be responsible for the duties assigned to the Host Unit under this Agreement that without limitation include management of the REMC and administration of the REMO budgets and financial reporting.
18. The PMUs shall authorize a Host Unit to provide general management and administration of regional emergency services, including, without limitation, accounting, legal, human resource and administrative oversight subject to other provisions herein.
19. The Host Unit will employ or contract a Regional Emergency Management Coordinator (REMC) responsible for preparing annual work plans, budgets, outcome reports and timelines for deliverables, prepared and presented to the PMU CAOs, then to the Host Unit, and to the REMAC for review and approval.
20. The PMUs agree that the Town of Wolfville is the Host Unit pursuant to this Agreement for the first Fiscal Year of the Term, with any subsequent Host Unit appointment to occur by Special Resolution at the first REMAC meeting of each Fiscal Year.
21. The Host Unit shall:
 - (a) Procure goods and services, in accordance with the *Public Procurement Act, 2011, c. 12*;
 - (b) Provide accounting services and reports to the CAOs and to REMAC 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 expenditure relative to budget, with provision of said services on a cost-recovery basis with said costs forming part of the REMO budget;
 - (c) Convene a minimum of two meetings per year of the PMU CAOs to review work plans, progress reports, budgets, outcome reports, and financial statements prepared by the Host Unit and the REMC with such meetings to be held in advance of the applicable REMAC meetings; and
 - (d) Execute contracts, including, without limitation, equipment, facilities, personnel and funding agreements with other orders of government, pursuant to an approved work plan.

REGIONAL EMERGENCY MANAGEMENT COORDINATOR

22. The Host Unit shall employ or contract the services of a REMC on a part-time basis in accordance with this Agreement. The REMC is an employee or contractor of the Host Unit for payroll, accounting, employment rights and budget administration purposes.
23. The REMC shall be responsible for effective and efficient administration of REMO, including, without limitation:
 - (a) development and implementation of a strategy that contemplates plans and operations of the PMUs;
 - (b) preparation of an annual work plan;
 - (c) preparation of an annual budget per the requisites in the Financial provisions herein;
 - (d) development and circulation of an annual outcome report; and
 - (e) Recommendation of policy and management procedures to REMAC and PMUs in consultation with Regional Emergency Management Planning Committee (REMPC) to ensure a state of preparedness for emergencies.
24. The REMC shall report to the CAO of the Host Unit or designate.
25. The Host Unit will provide office space for the REMC on a cost-recovery basis while the remaining PMUs will provide as-needed office space *gratis*.
26. The REMC shall develop and provide a work plan for review by the PMU CAOs and REMAC in January of each year and every six months thereafter, or more frequently as the PMUs may determine with a minimum of 30 days' notice to the REMC.

REGIONAL EMERGENCY PLANNING COMMITTEE

27. The parties hereto agree that REMO shall form and maintain a Regional Emergency Management Planning Committee (REMPC) in accordance with terms of reference appended hereto as Schedule B.

TERM AND TERMINATION

28. The term shall commence on the date of execution of this Agreement and end on 31 March 2022 and shall continue year over year for each Fiscal Year (the "Term") subject to annual reviews for contract adjustments that will be considered by 31 December each year, including without limitation annual adjustments to Schedule D.

29. The parties hereto may elect to terminate this Agreement for any reason at any time on agreement of all parties hereto in writing, without liability, with sixty (60) days' written notice.
30. Upon termination of this Agreement, the current assets of the REMO are vested in the PMUs who are Parties to the Agreement at the time of termination and those PMUs are responsible for the liabilities of the REMO in proportion to their accumulated contributions to the REMO.

WITHDRAWAL

31. A PMU may withdraw from this Agreement at the beginning of any Fiscal Year by providing written notice to the other PMUs a minimum of twelve (12) months in advance of the commencement of the Fiscal Year in which they intend to withdraw.
32. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by the REMO as a result of the withdrawal.
33. It is further agreed by the PMUs that the remaining PMUs shall not be financially responsible for costs incurred by a withdrawing PMU.

REMO ACTIVATION

34. REMO shall be activated by the Host Unit, at the request of any PMU, to increase the resources and scope of a municipal response, and the REMC shall initiate the response through the Emergency Coordination Centre (ECC) at the level appropriate to the emergency.
35. The regional ECC is a centralized coordination facility located within the Municipality of the County of Kings Municipal Complex at 181 Coldbrook Village Park Drive.
36. REMO may operate, maintain and manage physical facilities for emergency responses at the scene and at the ECC.
37. The REMC is responsible for ensuring that Nova Scotia Emergency Management Organization (NSEMO) is informed of any activation of REMO.

REMO OPERATION

38. REMO, via the REMC, shall be directly responsible for resource coordination to conduct emergency response operations, and shall keep the CAOs and NSEMO informed.
39. In the event REMO capacity is or is likely to be exceeded, REMO, via the Host Unit, will engage support from other agencies as required, and to that end shall develop regional agreements with other REMOs with said agreements being administered pursuant to provision 21(d) of this Agreement.

FINANCIAL – REMO OPERATIONS

40. Allocation of budgeted costs per Schedule C of this Agreement shall be made in accordance with Schedule D hereto with said Schedules forming part of this Agreement.
41. The Host Unit shall invoice the PMUs for their *pro rata* share of the annualized budget in Schedule D at the start and mid-point of each Fiscal Year.
42. The Host Unit, through the REMC, shall prepare and submit an annual budget by December 31 of each Fiscal Year for presentation to the PMU CAOs and then to REMAC for review and approval by April 1 of the succeeding Fiscal Year. For the 2022-22 Fiscal Year the budget is attached as Schedule “C”, and year-over-year increases shall be to a maximum of Consumer Price Index (CPI) as published in December of each year by Statistics Canada for Nova Scotia (all goods being included).
43. In the event any PMU objects to a change to the budget allocation or an increase that exceeds CPI (Objecting PMU), the Objecting PMU may register its opposition to the same and thereafter, may require that the budget be approved as a Special Resolution. 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.
44. Upon approval, the budget shall be provided to the CAO of each PMU.
45. Annual surpluses incurred shall be refunded to the PMUs based on each PMU contribution to the budget.
46. Budget overages will require prior approval of all PMUs.
47. Deficits incurred are to be added to the funding commitments assessed to the PMUs succeeding Fiscal Year.

FINANCIAL – EMERGENCY EVENTS

48. Any PMU may request resources from the other parties as required, to be provided at cost to the requesting PMU.
49. Fire response shall continue to be delivered and cost-shared in accordance with the terms of the Kings County Mutual Aid Agreement.
50. Where an emergency event does not involve all PMUs and any PMU objects to the application of the operating cost-sharing formula in Schedule D, REMAC shall consider an alternate cost-sharing formula, and if not agreed by all parties hereto, the dispute provisions of this Agreement shall govern.

INSURANCE

51. In the event services are provided by a Host Unit employee, all remaining PMUs shall be named as additional insureds on the Host Unit's general liability insurance policy in the amount of \$5,000,000.
52. In the event the Host Unit provides services through a third-party services contract, the contractor shall insure each of the PMUs by policy in the amount of \$5,000,000.

DISPUTE RESOLUTION

53. 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 PMU 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 by the parties within 30 days of submission to arbitration; in default of agreement, the parties will refer the choice of arbitrator to the Supreme Court in accordance with section 12 of the *Commercial Arbitration Act* (Nova Scotia) (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.

NOTICE

54. 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:

CAO
Municipality of the County of Kings
181 Coldbrook Village Park Drive
Coldbrook, NS B4R 1B9

CAO
Town of Berwick
236 Commercial Street
Berwick, NS B0P 1E0

CAO
Town of Kentville
354 Main Street
Kentville, NS B4N 1K6

CAO
Town of Wolfville
359 Main Street
Wolfville, NS B4P 1A1

APPLICABLE LAW

55. 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

56. The parties covenant and agree that the 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

57. 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

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

FURTHER ASSURANCES

59. The parties hereto agree to 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.

EXECUTION

60. 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

61. Time shall in all respects be of the essence in the Agreement.

[remainder of page left intentionally blank signature pages follow]

DRAFT

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

TOWN OF KENTVILLE

WITNESS

Mayor

Chief Administrative Officer

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

TOWN OF WOLFVILLE

WITNESS

Mayor

Chief Administrative Officer

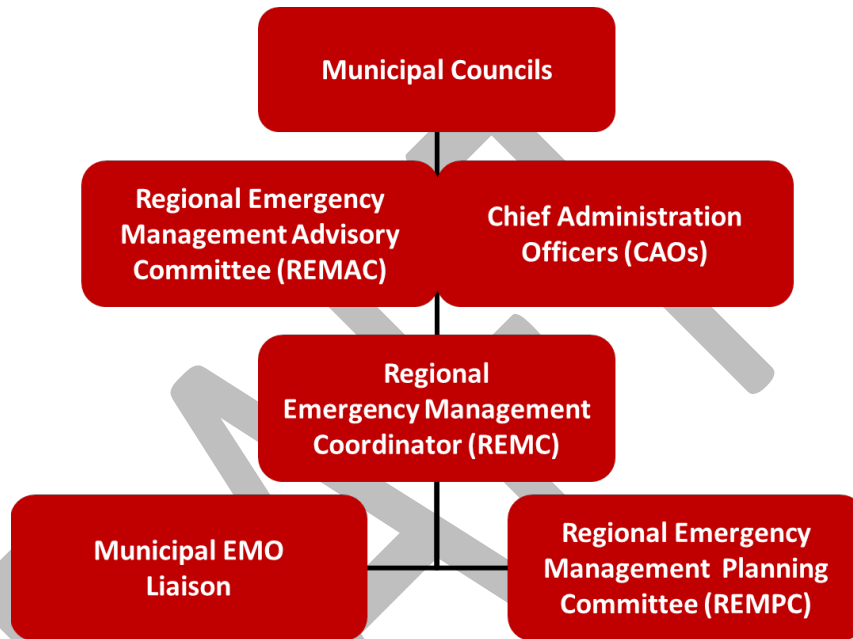
SCHEDULE A
TERMS OF REFERENCE
REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)

Committee	REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)
Background	Under s. 10(1)(d) of the <i>Nova Scotia Emergency Management Act</i> , municipalities are required to “ <i>appoint a committee consisting of members of the municipal council to advise it on the development of emergency management plans</i> ”.
Mandate	Direct and oversee the development of the Regional Emergency Management Plans (REMPs) and briefing Council(s) on same.
Duties and Responsibilities	<ul style="list-style-type: none"> • Exercise all powers necessary as conferred by the <i>Provincial Emergency Management Act</i> once a declaration has been made • If required, renew the State of Local Emergency declaration every seven (7) days • Authorize the expenditure of municipal funds • Advise and continually update Municipal Councils on the current emergency situation • When safe and appropriate, visit the emergency site(s) • When and if required, and in conjunction with the Public Information Officer, brief the media • When and if necessary, through the Public Information Officer, inform the public of significant developments occurring • Ensure that appropriate information is passed to Provincial Authorities • Provide oversight of the Regional Emergency Management Work Plan • To approve plan amendments proposed by the Regional Emergency Management Planning Committee (REMPC)
Committee Chair	The Chair of the Kings County Regional Emergency Management Advisory Committee (REMAC) shall be determined by the Committee at the first meeting of each calendar year.
Composition and Terms of Service	<ul style="list-style-type: none"> • The Regional Emergency Management Advisory Committee shall be comprised of two (2) members of the Councils participating in the Intermunicipal Services Agreement

Schedule of Meetings

- The Municipal Council representatives on the REMAC shall be appointed for two-year terms of office with said terms/dates being set to align with the dates of general municipal elections. The Regional Emergency Management Advisory Committee shall meet not less than quarterly (4 times per year).

Committee Structure



The Regional Emergency Management Coordinator (REMC) shall attend in an *ex officio* capacity, and pursuant to s. 31(2)(a) *Municipal Government Act*, CAOs may attend and make observations and suggestions.

The Committee shall advertise and convene in public session subject to provisions of s. 22 *Municipal Government Act* (open meetings and exceptions).

Meeting Quorum

- Meeting Quorum shall be 50% plus 1 of the elected members.

Agenda Items and Minutes

- Administrative support (Recording Secretary) shall be provided by the municipality of the Chairperson
- All Agenda items must be forwarded to the Recording Secretary within ten (10) working days of the next scheduled meeting.

**Review of
Terms of
Reference**

- The Agenda with related documents will be made available to the Committee members three (3) working days prior to a scheduled meeting
- The meeting Minutes will be made available within ten (10) working days of the meeting

The REMAC Terms of Reference are to be reviewed by the REMAC every two (2) years.

DRAFT

SCHEDULE B
TERMS OF REFERENCE
REGIONAL EMERGENCY MANAGEMENT PLANNING COMMITTEE (REMP)

Committee	REGIONAL EMERGENCY MANAGEMENT PLANNING COMMITTEE (REMP)
Background	<p>A cooperative partnership has been established operating under the name of Kings County Regional Emergency Management Operation (REMO). The purpose of REMO is to provide comprehensive emergency services to the region, to render mutual aid with respect to personnel and equipment during an emergency, and for joint provision of service and facilities by the Municipality of the County of Kings and the Towns of Wolfville, Kentville, and Berwick (the participating municipal units). The Kings County REMO has been formed pursuant to s. 10(1)(b) of the <u>Nova Scotia Emergency Management Act</u>, and through an Intermunicipal Services Agreement enabled under s. 60 <i>Municipal Government Act</i>. Through these authorities, the participating municipal units have determined that a Regional Emergency Management Planning Committee (REMP) should be formed to provide advice and guidance relative to emergency planning.</p> <p>Kings County comprises a land area of 2,126.71 km², with a total population of 60,600 and a population density of 28.5/km² (as of the 2016 Census of Population conducted by <u>Statistics Canada</u>) – see <u>Annex A, Kings County Map</u>.</p> <p>Kings County is a dynamic industrial, agricultural, commercial, residential community that has the potential to be affected by a number of natural and man-made disasters or emergencies.</p> <p>Disasters and major emergencies can present challenges for Kings County. The effective exchange of emergency information with the community, and more importantly, those impacted directly by an emergency event is critical to a successful response. Planning for this exchange of emergency information between internal and external stakeholders, the community (both residents and businesses) and the media greatly increases the County’s chances of an effective response and organized recovery from the emergency.</p>

Mandate

The role of the Regional Emergency Management Planning Committee is to:

- provide interactive communication among affected parties and municipal staff on matters of Emergency Management;
- promote education, integration and training as necessary; and
- when needed, include measures to enhance personal preparedness and business continuity, and to advise the Regional Management Advisory Committee (REMAC).

Duties and Responsibilities

- Contribute to the identification of risks arising from emergencies in Kings County;
- Provide information and expertise relating to the occurrence and mitigation of potential emergencies in Kings County;
- Contribute to the continuous improvement of the Regional Emergency Management Plan (REMP) through monitoring, review and development. (Coordinated by the County of Kings Regional Emergency Management Coordinator);
- As required, participate in functional sub-committees and work groups to plan for specific emergencies, address issues, and develop and implement projects;
- Support the development of Plans to address emergencies based on existing and emerging hazards;
- Contribute to testing components of the REMP through the development and participation in emergency exercises; and
- Advise the Regional Emergency Management Advisory Committee (REMAC) on development and amendment of Regional Emergency Management Plans

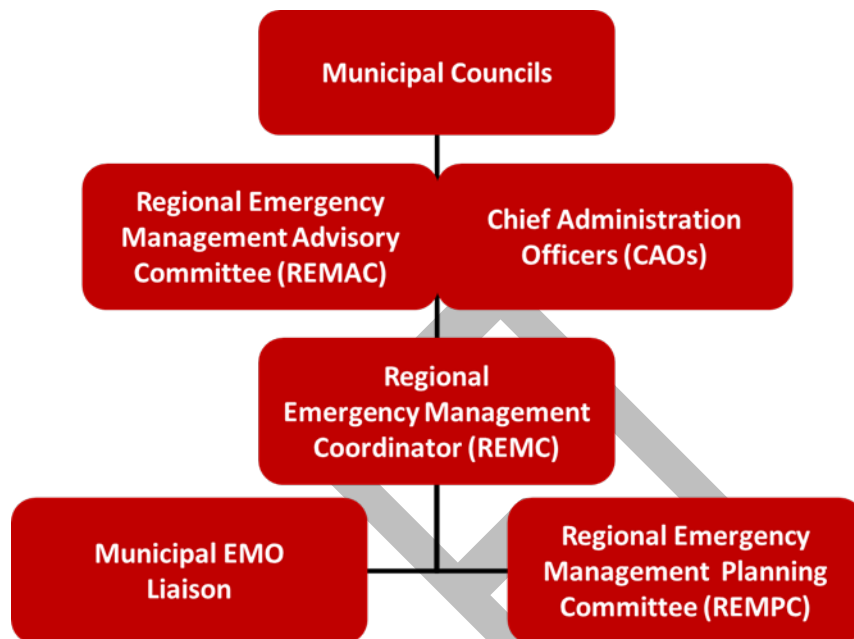
Committee Chair

The Chair of the Kings County Regional Emergency Management Planning Committee is the Regional Emergency Management Coordinator (REMC).

Schedule of Meetings

- Four meetings per fiscal year with additional meetings to be scheduled if deemed necessary by the Committee As required for special projects and initiatives.
- After a major emergency or incident that required the use of the REMP, or organizational changes.
- After significant amendments have been made to the REMP through review or legislative changes.
- Upon identification of a new risk or hazard.

Committee Structure and Membership



The Committee shall convene in public session subject to provisions of s. 22 *Municipal Government Act* (open meetings and exceptions).

The standing members of the Committee shall be comprised of persons representing the following organizations and departments:

- Regional Emergency Management Coordinator (REMC)
- Alternate REMC
- Finance & Corporate Services
- Engineering
- Community Planning
- Parks and Recreation
- Fire Service
- Police Service
- Emergency Social Services
- Health Services
- Transportation Services
- Annapolis Valley Regional School Board
- Amateur Radio Group
- Ground Search and Rescue

On an adhoc basis, representatives from the following organizations and agencies may be requested to attend specific meetings:

- Provincial agencies

- Utilities
- Community Groups
- Volunteer Organizations
- Neighbouring jurisdictions
- Business and Industry
- Mutual aid partners

**Meeting
Quorum**

Meeting Quorum shall be 50% plus 1 of the standing members of the REMPC.

**Agenda Items
and Minutes**

- All Agenda items must be forwarded to the REMPC within ten (10) working days of the next scheduled meeting.
- The Agenda with related documents will be made available to the Committee members five (5) working days prior to the next scheduled meeting.
- The meeting Minutes will be made available within ten (10) working days of the meeting.

**Review of
Terms of
Reference**

The REMPC Terms of Reference are to be reviewed by the REMPC every two (2) years.

SCHEDULE C
ANNUAL REMO BUDGET

Wages	\$ 50,000
Benefits	8,000
Office, communications, printing	9,000
Travel	5,000
Program development and legal	8,000
	\$ 80,000

DRAFT

SCHEDULE D
REMO SHARING FORMULA

Municipal Unit:		Kings	Berwick	Kentville	Wolfville	Total
REMO Budget (Schedule C)	\$ 80,000					
Equal shares	30%	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 24,000
Population and Uniform Assessment	70%	43,338	2,046	5,838	4,778	56,000
	100%	\$ 49,338	\$ 8,046	\$ 11,838	\$ 10,778	\$ 80,000
Unit % of total		62%	10%	15%	13%	100%
Related Data:						
		UA	UA %	Pop	Pop %	Combined % (applied to 70% share)
Kings		3,562,881,949	76%	47,404	79%	77%
Berwick		147,196,578	3%	2,509	4%	4%
Kentville		488,850,683	10%	6,271	10%	10%
Wolfville		475,487,658	10%	4,159	7%	9%
		4,674,416,868	100%	60,343	100%	100%

Issue Report

Michael Payne, Chief Administrative Officer

2021 Sep 28

Issue

Contract Brighter Community Planning & Consulting (BCP&C) to complete a ‘strengths, weaknesses, opportunities and threats’ (SWOT) analysis of the Town’s planning and development processes.

Discussion

The Town issued a request for proposals (RFP) for professional planning and development services on 2021 June 09. Proponents were asked to submit proposals that included a plan to complete a SWOT analysis of the Town’s Municipal Planning Strategy, Land Use Bylaw, policies, processes and procedures.

The SWOT analysis plan was requested to develop recommendations to modernize the Planning and Development function at the Town and thereby offer a more efficient service. Some goals included, but were not limited to:

- planning documents that align fully with those in relation to them and are appropriate to the hierarchy of plans
- documents that are consistent, easy to understand, easy to use, and have flexibility
- facilitate development, and a client centered focus, while ensuring proper controls are in place
- Efficient processes, procedures, practices and technology that will help improve services

Proposal

On 2021 August 24 Council supported a recommendation to contract (BCP&C) to provide professional planning and development control services to the Town. They proposed the tasks outlined in the table below as part of the SWOT analysis on the Planning & Development function. They will work closely with Town staff to produce a report outlining key findings and recommendations focused on efficient planning and improved service delivery. The goal of this project is to identify improvements that will lead to client centred processes while ensuring that appropriate controls remain in place.

Task	Time (hours)
1. Evaluate Planning Documents	8
2. Document Existing Development Procedures and Conduct Interviews with Municipal Staff	12
3. Review Planning Application Forms, Requirements, Communication Materials	3
4. Conduct a Workshop with Staff, Builders, Developers	10
5. Identify Key Issues, Challenges and Opportunities	16
6. Explore Best Practices for Application Management Systems/tools	12
7. Draft Report on SWOT analysis findings	16
8. Finalize Report following Town of Berwick Review	3
Total Estimated hours	80

Evaluate Planning Documents – BCP&C will review the MPS, LUB and Subdivision Bylaw and look for opportunities to better integrate these planning documents. This will include identifying where the LUB and Subdivision Bylaw are inconsistent with the MPS policies.

Development Procedures and Practices – BCP&C will interview Town staff and map the current development procedures to better understand what is working well and where the most significant challenges are.

Review Planning Application Forms, Requirements, and Communication Materials – BCP&C will explore opportunities to improve the client experience. Ensuring that development approval information is easy to locate, accessible and easy to understand. This may include exploration of online application systems, user friendly communications such as video clips and infographics, and searchable maps. These things work together to help people get the information they need which improves their experience and reduces demands on staff time.

Conduct Workshops with Council/Planning Advisory Committee, Staff, Builders and Developers – BCP&C intend to host workshops to dig into some of the current challenges that the development industry is encountering in the development approvals process. It is an opportunity to find out what is working, what isn't, clarify requirements and increase understanding for all parties.

Identify Key Issues, Challenges and Opportunities – BCP&C will integrate the information that was learned through the first 4 tasks to perform a SWOT analysis.

Explore Best Practices for Application Management Systems/tools – BCP&C will research additional best practices as needed to advise on recommended technological or procedural changes.

Draft Report – BCP&C will summarize the key findings and recommendations in a report that can be used as a basis for an implementation plan aimed at improving the quality and efficiency of the planning and development functions for the Town, development industry, and the community.

Financial Impacts

BCP&C will complete a SWOT analysis for a fee of \$7,200.00

Positive Impacts

A SWOT analysis is a key investment for the Town. It will develop a baseline of where the Planning and Development function currently is and explore opportunities for coordinated, aligned, efficient client centred service that promotes controlled development and mitigates risk for the Town.

Negative Impacts

None anticipated

Recommendation

Staff recommends that BCP&C be directed to complete a planning a development SWOT analysis for the sum of \$7,200.00.

Issue Report

Kimberly Halliday, Active Living Coordinator

2021 Sep 28

Issue

Establishment of an electric bicycle (e-bike) loan program for residents to help address inactivity and reduce Green House Gas emissions in the community.

Discussion

Staff are pursuing funding for two e-bikes through the Connect2 grant, one for majority of Town employees/councillor use, the other would be for community use, through a loan-a-bike program hosted at AVRL Berwick Library branch.

When not otherwise in use the e-bike assigned to the Town could be available to the public as well for a 1-day loan (pickup opening hours library, and drop off at closing hour).

Proposal

On September 22, 2021 an application was submitted for funding through the Connect2 grant that would cover most of the costs of the entire program (purchase of the e-bikes, safety gear I.E. helmets and reflectors, basket for the front). Staff also confirmed that a small grant is available under a Wellness initiative.

Financial Impacts

The total cost of the project is \$9,484.43

Conect2 grant: \$7,500.00

Wellness grant \$1,000.00

In kind: \$984.00

There would be no significant financial impact on the Town. The in-kind costs involve staff time, basic office supplies and an annual maintenance check-up for the e-bikes at Valley Stove and Cycle (cost TBD).

Positive Impacts

- Promote the Town's sustainable energy use and reduction of GHG emissions with e-bikes as potential for primary transportation around town.
- A renewal of community interest in biking initiatives that promote active lifestyles
- Improve connectivity in our Town through the e-bike loan out program

Negative Impacts

- None foreseen

Recommendation

That Council approve the establishment of an electric bicycle (e-bike) loan program

COTW, Sept. 28, 2021.

June 23, 2021.

5:00 pm. Kings Transit Authority(KTA) monthly board meeting at the Orchard Room, Municipal Building, Coldbrook.

Moved, seconded and carried that Councillor Harding be temporarily excused from meetings, due to health issues.

Audit Report and Financial Statements presented by BDO Canada.

Pat Meagher presented the Severe Weather Action Plan, with requested revisions.

Approved by the Board and forwarded onto legal.

Ridership is still low but an increase has been noticed.

Mr. Meagher presented the revised Draft Capital Budget, approved.

Next meeting Wed. Sept.22, 2021 in the Orchard Room.

July 20, 2021.

5:30 pm. Police Advisory Committee, bi-monthly meeting via WebEx.

Cpl. Tim Doyle summarized the June Policing Report. He highlighted that the number of patrols was higher than the 330 that was reported. Police visibility continues to be high.

The Bylaw Officer Report will be circulated via email.

Some committee members expressed concerns regarding the Police Advisory Committee's role and their role on this committee.

Since then CAO Michael Payne set up a meeting with the citizen representatives, Mayor Clarke and Councillor Goddard. A very productive meeting leaving us with a better understanding of the role we play.

Next meeting Tues. Sept. 21, 2021 in council chambers.

Respectively submitted,
Councillor Goddard.

