



# Town Council Meeting

February 15, 2022

6:30 p.m.

Virtual/Hybrid

Council Chambers, Town Hall

359 Main Street

## Agenda

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### Call to Order

#### 1. Approval of Agenda

#### 2. Approval of Minutes

- a. Town Council Meeting, January 25, 2022
- b. Town Council In-Camera Meeting, January 25, 2022

#### 3. Presentation – Acadia Athletic Complex 2022-23 Financial Request

#### 4. Comments from the Mayor

#### 5. Public Input / Question Period

##### PLEASE NOTE:

- Public Participation is limited to 30 minutes
- Each Person is limited to 3 minutes and may return to speak once, for 1 minute, if time permits within the total 30-minute period
- Questions or comments are to be directed to the Chair
- Comments and questions that relate to personnel, current or potential litigation issues, or planning issues for which a public



hearing has already occurred, but no decision has been made by Council, will not be answered.

## **6. Motions/Recommendations from Committee of the Whole, February 1, 2022**

- a. RFD 010-2022: Pace Policy Amendments
- b. RFD 008-2022: 606 Main Street DA Discharge
- c. Committee Report: Diversity Kings Request

## **7. Correspondence:**

- a. A\_Stieger\_FW\_ Regarding Racism in Wolfville \_ Halifax Examiner Article
- b. C\_Davar\_A conversation about what we can do together to address systemic racism
- c. C\_Millaire\_211 Day - February 11th
- d. D\_Ebata\_FW\_ Racialized Violence and Process including response from Mayor Donovan
- e. D\_Fox\_FW\_ snow removal for seniors\_including response from Mayor Donovan
- f. Debbie MacDonald\_FW\_ Insafe skating issue and ice including responses from Mayor and Town Staff
- g. Emily\_LeGrand\_FW\_ Racism in Wolfville- Our minimum obligations
- h. Ginny Point\_FW\_ Winter Parking Ban including response from Mayor Donovan
- i. J\_Piittoello\_Systemic Racism in Wolfville
- j. J\_Piittoello\_Letter\_Concerns about Racism Feb 9 2022
- k. K\_Campbell\_Horton High School Prom initiative
- l. L\_McKie\_FW\_Solar \_ NSP Corp
- m. Z\_Pate\_Re\_Judith Tod



**8. Adjournment to In-Camera under the Municipal Government Act  
Section 22(e):**

**a. Contract Negotiations**

**9. Adjournment of In-Camera**

**10. Regular Meeting Reconvenes**

**11. Regular Meeting Adjourned**

## REQUEST FOR DECISION 010-2022

Title: PACE Policy Amendments

Date: 2022-02-01

Department: Finance

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# SUMMARY

## PACE Policy Amendments

As part of the CAO Update to the regular January Committee of the Whole it was noted that changes to the PACE Policy were needed to (a) correct a map reference in the original policy and (b) to clarify language around a couple of clauses. This RFD formally brings these changes back to Council.

The changes outlined in this document are to some extent after the fact but should be made to ensure any future PACE programming is guided by the originally intended policy guidance. The changes will also help guide staff in the latter stages of the Switch Program process to finalize customer repayment terms.

### DRAFT MOTION:

That Council amend selected clauses in PACE Policy 610-007 to read as follows:

- 5.1.3 The owner of the property must not be in arrears on any property tax, rates, or charges. In those instances where the owner has less than one year of ownership, the Town reserves the right to require a credit report before considering project approval
  
- 5.7.2 Payable through pre-authorized payments over a term of 5, 10 or 15 years. The Town and customer must mutually agree to the loan term before a project is authorized by the Town to proceed
  
- 5.9.1 The property is located in Zone A-2 Year area as defined in the Development Constraints Map, Schedule B of the Town's Land Use Bylaw

## REQUEST FOR DECISION 010-2022

Title: PACE Policy Amendments

Date: 2022-02-01

Department: Finance

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### 1) CAO COMMENTS

The CAO supports the recommendations of staff.

### 2) LEGISLATIVE AUTHORITY

- Town PACE Bylaw

### 3) STAFF RECOMMENDATION

Staff recommend the noted changes be approved. This will help ensure clarity of for both Town staff and PACE Atlantic CIC staff when dealing with potential new customers.

### 4) REFERENCES AND ATTACHMENTS

1. Town PACE Policy 610-007
2. LUB MAP – Schedule B Development Constraints

### 5) DISCUSSION

During the process of helping customers through the Switch Program requirements a number of issues were identified by staff. With one item, well head buffer and the off-oil grant option, it became apparent that the wording in the town's policy did not match the original intent of the program. In a couple of other cases, the Policy wording has not provided the clarity desired in working out final details of approved projects.

5.9.1 The property is located in the Well Head Buffer Zone identified in the Development Constraints Map, Schedule B of the Town's Land Use Bylaw; and

Using that reference (Well Head Buffer Zone) yields a relatively small 60m buffer as defined on the Town mapping. In review with the Director of Planning and looking back at reports to the Source Water Protection Committee it has been determined the intended PACE Policy reference should have been to the Zone A – 2 Year line noted on the same Constraints Overlay map.

#### **Staff recommend that clause 5.9.1 read as follows:**

- The property is located in Zone A-2 Year area as defined in the Development Constraints Map, Schedule B of the Town's Land Use Bylaw.
- The same map reference correction I needed in clause 5.10.2 and 5.5.

## REQUEST FOR DECISION 010-2022

Title: PACE Policy Amendments

Date: 2022-02-01

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### **Clause 5.1.3 deals with the limited credit check the Town does.**

5.1.3 The owner of the property must not be in arrears on any property taxes, rates, or charges.

There are instances where new property owners have met all other requirements of the Policy, but they do not have any credit history directly with the Town. For example a house purchased in October typically has all taxes paid in full by the previous owner. In this case, no arrears exist but the Town has no information to indicate whether the new owner has credit issues. Staff have encountered this situation twice so far in the Switch program. In each case Town staff requested the customer provide a credit score report before the CAO signed off on project approval. In both bases this was provided without issue by the customer.

### **Staff recommend that clause 5.1.3 read as follows:**

- The owner of the property must not be in arrears on any property tax, rates, or charges. In those instances where the owner has less than one year of ownership, the Town reserves the right to require a credit report before considering project approval.

### **Clause 5.7.2 deals with the term of repayment**

5.7.2 Payable through pre-authorized payments over a term of either 5, 10 or 15 years; and

This clause has been open to interpretation by both PACE Atlantic CIC staff and customers to mean the customer thru PACE Atlantic can select the repayment term. Town staff believe the Town should have input, if not final decision, on what is an appropriate loan term. The potential issue became apparent as projects with values on the lower end of the program scale came into Town staff with an already agreed 15 year term. Projects with a total cost of say \$3,500 would yield a monthly repayment of \$19/month to the Town. If a potential customer is not able to repay at higher monthly payment than the example, some thought should go into whether the project cost is financially manageable by the potential customer. It would not be automatic that a project would be declined, but currently the Policy wording has not provided clarity that Town staff (CAO) have the authority to determine the appropriate repayment term.

### **Staff recommend that clause 5.7.2 read as follows:**

## REQUEST FOR DECISION 010-2022

Title: PACE Policy Amendments

Date: 2022-02-01

Department: Finance

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- Payable through pre-authorized payments over a term of 5, 10 or 15 years. The Town and customer must mutually agree to the loan term before a project is authorized by the Town to proceed.

One final process change has already been incorporated and that deals with the wording included in the Participation Agreement. The original document did not include a line for the Town to sign indicating approval, i.e. only the customer signed the document. This in a couple of instances led to customers signing the PA as provided by PACE Atlantic CIC staff and proceeding with their project prior to the Town had a chance to consider approval of the project. The PA was revised back in December to require the CAO's signature, providing more clarity to the customer whether the Town has actually approved the project.

### 6) FINANCIAL IMPLICATIONS

Nothing to note in this section. This RFD deals with policy language, but does not change the budget parameters of the program.

### 7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

Nothing provided at this time.

### 8) COMMUNICATION REQUIREMENTS

Once approved, the revised terms of the Policy will be communicated to and reviewed with PACE Atlantic CIC staff to ensure all parties are working from the same base.

### 9) ALTERNATIVES

There is always the option to not approve the recommended changes. In this particular case, staff believe the changes are needed to ensure the program can be administered more effectively and to reduce what limited risk exposure the Town might have in providing this program.



# POLICY

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<b>PACE Program Policy</b>	
<b>Policy Number:</b> 610-007	<b>Supersedes Policy Number:</b> Not Applicable
<b>Effective Date:</b> 2022_XX_XX	<b>Approved by Council Motion Number:</b> ##-##-##

## 1.0 Purpose

The purpose of this policy is to define the operational parameters of the Town of Wolfville PACE (Property Assessed Clean Energy) Program, including identifying eligible clean-energy measures and types of properties, establishing details relating to financing, and setting the lending rate.

## 2.0 Scope

This policy is applicable to the Town of Wolfville’s PACE program and relates to all residential properties within the Town’s boundaries.

## 3.0 References

- Town of Wolfville Property Assessed Clean Energy (PACE) Bylaw Ch. 108
- Province of Nova Scotia Municipal Government Act (1998) Section 81A
- Town of Wolfville Municipal Planning Strategy: Policy 4.0.7

## 4.0 Definitions

- 4.1 “CAO” means the Chief Administrative Officer of the Municipality;
- 4.2 “Energy Efficiency Upgrade” means any installation that is permanently affixed to the property and which will result in any of the following:
  - 4.2.1 improved energy efficiency and reduce energy use;
  - 4.2.2 reduced greenhouse gas emissions;
  - 4.2.3 achievement of an environmental sustainability goal of the Municipality;
- 4.3 “PACE Program Charge” means the property assessed clean energy improvement charge levied on a property pursuant to s.81A of the Municipal Government Act;





## POLICY

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- 4.4 “PACE Program Bylaw” means the bylaw that lays out core elements of the Town’s PACE Program;
- 4.5 “PACE Program” means the program established by the Municipality under which owners of Qualifying Properties may apply for and obtain financing for Energy Efficiency Upgrades;
- 4.6 “Municipality” means the Municipality of Town of Wolfville;
- 4.7 “Participation Agreement” means the written PACE Program Participation Agreement between the owner of a Qualifying Property and the Municipality for financing of an Energy Efficiency Upgrade to the property.

### 5.0 Policy

- 5.1 To qualify for participation in the PACE program, a property must meet the following criteria:
  - 5.1.1 The property must be located within the boundaries of the Municipality;
  - 5.1.2 The owner of the property must not be a level of government, a business, or institution, as determined by the Municipality; and
  - 5.1.3 The owner of the property must not be in arrears on any property taxes, rates, or charges. In those instances where the owner has less than one year of ownership, the Town reserves the right to require a credit report before considering project approval
  - 5.1.4
- 5.2 To qualify for participation in the PACE program, the building on the property must:
  - 5.2.1 Be an existing, low-rise residential building;
  - 5.2.2 Be either a detached, semi-detached, row house, or similar; and
  - 5.2.3 Be either occupied by its owner or, if a rental property, have no more than 4 rental units.
- 5.3 To qualify for participation in the PACE Program, a proposed Energy Efficiency Upgrade must meet the following criteria:
  - 5.3.1 Strive to meet a 1:1 savings to loan ratio: the total cost of the Energy Efficiency Upgrade, program fees, and cost of borrowing should be less than or equal to the estimated energy savings over the financing period; and
  - 5.3.2 The cost of the Energy Efficiency Upgrade must have:



## POLICY

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- 5.3.2.1 A minimum total cost of at least \$3,000; and
  - 5.3.2.2 A maximum cost of 15% of the property's Taxable Assessed Value or \$40,000, whichever is less.
- 5.4 Applications to the PACE program will be considered on a rolling, first-come-first-served basis.
- 5.5 Notwithstanding sections 5.1, 5.2, 5.3 and 5.4, the CAO of the Municipality retains the right to prioritize applications to the Program for projects that involve the removal of fuel storage tanks located in the Well Head Buffer Zone identified in the Development Constraints Map, Schedule B of the Town's Land Use Bylaw.
- 5.6 Applications to the PACE Program are subject to approval by the CAO. The CAO may not approve an application unless the criteria set out in the PACE Program By-Law and this Policy for participation in the PACE Program are met. In addition, the CAO may take the following into account:
- 5.6.1 Whether the owner of the subject property has been in arrears on payment of any property taxes or municipal service fees within the past 2 years and the duration and extent of any such arrears;
  - 5.6.2 The availability of funds for the Municipality to provide financing under the PACE Program; and
  - 5.6.3 Whether, in the opinion of the CAO, approving the application would, in itself or in combination with other pending or approved applications, jeopardize the goal, stability, or sustainability of the PACE Program.
- 5.7 The PACE Program Charge shall be:
- 5.7.1 Subject to an interest rate set annually by the PACE Atlantic Governance Committee;
  - 5.7.2 Payable through pre-authorized payments over a term of either 5, 10 or 15 years. The Town and customer must mutually agree to the loan term before a project is authorized by the Town to proceed; and
  - 5.7.3 Eligible to be paid in full at any time by the property owner.
- 5.8 The form of the Participation Agreement must:
- 5.8.1 Be approved by the CAO;

## POLICY

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- 5.8.2 Identify the type of equipment, administrative fees, financing costs, and general terms and conditions that the owner agrees to prior to the installation commencing; and
- 5.8.3 Contain clauses that:
  - 5.8.3.1 Require the owner to obtain all necessary permits and approvals;
  - 5.8.3.2 Require the owner not to be participating in a mortgage deferral program;
  - 5.8.3.3 Require the owner to indemnify the Municipality;
  - 5.8.3.4 Enable the Town to claim any environmental credit associated with the installation;
  - 5.8.3.5 Acknowledge that the installation is the property and responsibility of the owner;
  - 5.8.3.6 Set out the amount of the PACE Program Charge, the interest rate for late payment, and the existence of the lien; and
  - 5.8.3.7 Set out any other terms that are consistent with the PACE Program Bylaw and this Policy and that the CAO determines are necessary.
- 5.9 An owner of a property participating in the PACE Program shall be eligible for a one-time grant of up to \$4000 if:
  - 5.9.1 **The property is located in Zone A-2 Year as defined in the Development Constraints Map, Schedule B of the Town's Land Use Bylaw; and**
  - 5.9.2 The associated project includes the installation of an eligible Energy Efficiency Upgrade (see: Section 6) and the removal of an oil heating system and/or associated heating oil storage.
- 5.10 Eligibility for PACE Program financing is limited to:
  - 5.10.1 Costs associated with Energy Efficiency Upgrades contained in section 6; and
  - 5.10.2 Costs related to the removal of fuel storage tanks located in the Well Head Buffer Zone identified in the Development Constraints Map, Schedule B of the Town's Land Use Bylaw.
- 5.11 Council will review and update this policy:
  - 5.11.1 Annually, between January 1<sup>st</sup> and March 31<sup>st</sup> of each year;
  - 5.11.2 With particular attention, but not limited, to the following matters:
    - 5.11.2.1 The program budget
    - 5.11.2.2 The minimum and maximum value of eligible project financing (Sections 5.3.2.1 and 5.3.2.2)
    - 5.11.2.3 The period during which a property owner having been in arrears on payment of their property taxes or municipal service fees should be



# POLICY

- considered by the CAO when approving applications (Section 5.6.1) ;
- and
- 5.11.2.4 The system for determining the PACE Program Charge (Section 5.7.1).

## 6.0 Eligible upgrades and retrofits

6.1 Energy Efficiency Upgrades eligible for PACE Program financing are those included in the Federation of Canadian Municipality’s Community Efficiency Financing Application Guide. As of March 3, 2021, those include:

Building envelope	<ul style="list-style-type: none"> <li>air sealing</li> <li>attic insulation</li> <li>basement insulation</li> <li>caulking</li> <li>exterior wall insulation</li> <li>weather stripping</li> </ul>
Heating, ventilation, and air conditioning (HVAC)	<ul style="list-style-type: none"> <li>air-source heat pump</li> <li>attic fan</li> <li>ceiling fan</li> <li>duct replacement</li> <li>duct sealing</li> <li>evaporative cooler</li> <li>furnace</li> <li>geothermal heat pump</li> <li>heat/energy recovery ventilator</li> <li>hydronic radiant heating system</li> <li>mini-split air conditioner</li> <li>mini-split heat pump</li> <li>programmable thermostat</li> <li>ventilation fan</li> <li>whole-house fan</li> <li>wi-Fi thermostat</li> </ul>
Lighting	<ul style="list-style-type: none"> <li>motion control</li> <li>dimmer switch</li> <li>LED lighting fixture</li> </ul>
Water heating	<ul style="list-style-type: none"> <li>drain water heat recovery</li> <li>electric heat pump storage water heater</li> <li>gas storage water heater</li> <li>gas tankless water heater</li> </ul>



## POLICY

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	hot water delivery system
Windows, doors and skylights	exterior door exterior window shading device skylights and tubular daylight device exterior window window film
Solar electric	solar inverter solar panel
Solar thermal	solar pool heater solar water heater

6.2 In addition to the upgrades listed in section 6.1, PACE program financing can enable certain additional home improvements undertaken as part of an overall home energy project, subject to a cap of 30% of the total financing provided, including:

- 6.2.1 health and safety measures such as environmental remediation, electrical wiring improvements, and service upgrades that are required undertakings to permit energy improvements;
- 6.2.2 water efficiency improvements such as low-flow fixtures;
- 6.2.3 climate adaptation improvements such as back-flow prevention valves, sump pumps and basement waterproofing; and
- 6.2.4 alternative energy improvement such as electric vehicle charging stations, electric thermal storage systems, and battery storage systems.

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CAO or Town Clerk

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Date

**REQUEST FOR DECISION 008-2022**

Title: Development Agreement Discharge – 606 Main Street

Date: 2022-02-01

Department: Planning and Development

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## SUMMARY

### Development Agreement Discharge – 606 Main Street

There is a development agreement in place at 606 Main Street to establish a dwelling unit in an accessory building and add on to the building for storage. The development has been completed and the property owners have requested that the development agreement be discharged.

#### **DRAFT MOTION:**

That Council approve the discharge of development agreement DA-09-02 - 606 Main Street – 859949 Alberta Ltd.

## REQUEST FOR DECISION 008-2022

Title: Development Agreement Discharge – 606 Main Street

Date: 2022-02-01

Department: Planning and Development

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### 1) CAO COMMENTS

The CAO supports the recommendation of Staff.

### 2) LEGISLATIVE AUTHORITY

The Municipal Planning Strategy grants Council the authority to enter into development agreements. The Municipal Government Act guides Council when discharging a development agreement. It states:

*Discharge of development agreement*

- 229 (1) *A development agreement is in effect until discharged by the council.*
- (2) *A council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner.*
- (3) *After a development agreement is discharged, the land is subject to the land-use by-law. 1998, c. 18, s. 229*

### 3) STAFF RECOMMENDATION

Staff recommend that the DA-09-02 606 Main Street be discharged.

### 4) REFERENCES AND ATTACHMENTS

1. Discharge Agreement (attached)
2. Development Agreement to be discharged (attached)

### 5) DISCUSSION

Under the guidance of our previous planning documents, the previous owners of 606 Main Street entered into a development agreement with the Town in 2009 to create a dwelling unit in an existing accessory building and to make an addition to the same building for storage. At the time (under the previous planning documents), a development agreement was required to permit the use.

The property has since been sold and the new owners would like to add dwelling units in the main house and an additional unit to the garage which is now permitted by Site Plan Approval under the new planning documents in the R3 zone. However, the existing development agreement prevents them from making application for the proposed changes to the garage and therefore they have requested that Council discharge the development agreement.

## REQUEST FOR DECISION 008-2022

Title: Development Agreement Discharge – 606 Main Street

Date: 2022-02-01

Department: Planning and Development



The terms of the development agreement have been met except for standard clauses referring to storage of refuse containers, screening of utility equipment, and matters of general maintenance which are now covered in the Land Use Bylaw and Minimum Property Standards Bylaw.

### 6) FINANCIAL IMPLICATIONS

There will be a cost of approximately \$200.00 to cover legal fees to complete the registration of the discharge documents in the Land Registry.

### 7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

The Town's new planning documents can be found [here](#).

- [Municipal Planning Strategy](#)
- [Land Use By-law](#)
- [Zoning Map](#)

### 8) ALTERNATIVES

- That Council not approve the discharge and the Development Agreement remains in place.



**THIS DISCHARGE OF DEVELOPMENT AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2022

**WHEREAS:**

- A. The Town of Wolfville (the “Town”) entered into a Development Agreement with 859949 Alberta Ltd. dated September 21, 2009, which was registered at the Kings County Registry of Deeds on December 16, 2009, Document No. 94943512;
- B. Pursuant to section 229 of the *Municipal Government Act*, the Town may discharge the Development Agreement;
- C. Town Council passed a resolution discharging the Development Agreement, including the Amendment, at a meeting held on the XX day of XXXXXX, 2022.

**NOW THEREFORE:**

- 1. The Town of Wolfville hereby discharges the Development Agreement, including the Amendment.

**BEFORE WITNESSES** the party to this Discharge has executed it on the date set out above.

SIGNED, SEALED AND DELIVERED )  
 In the presence of: )  
 ) TOWN OF WOLFVILLE  
 )  
 )  
 )By \_\_\_\_\_  
 ) Mayor  
 )  
 )  
 )By \_\_\_\_\_  
 ) Town Clerk

\_\_\_\_\_  
Witness

**CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF KINGS**

I certify that on \_\_\_\_\_, 2022, \_\_\_\_\_ a witness to this discharge came before me, made oath, and swore that the TOWN OF WOLFVILLE caused the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

**Form 26**

Purpose: to record an interest in a parcel; or  
to record a power of attorney in the power of attorney roll

Registration District: **Kings**  
Submitter's User Number: **2418**  
Submitter's Name: **James E. Dewar, Q.C., TMC LAW**

IN THE MATTER OF Parcel Identification Number  
(PID):

**55279905**

(Maximum 9 PIDs per form)

**Power of Attorney** (Note: Completion is mandatory)

For Office Use Only

KINGS COUNTY LAND REGISTRATION OFFICE I certify that this document was registered or recorded as shown here. Quency Hatt, Regional Registrar	
99943512 Document #	LR <input checked="" type="checkbox"/> ROD <input type="checkbox"/>
DEC 16 2009 MM DD YYYY	8:59RB Time

The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is (select one or more)

No power of Attorney applies to this document.

This form is submitted to record the attached document (select applicable box):

- in the parcel register as a recorded interest
- in the power of attorney roll
- power of attorney registered under the *Registry Act*, for duplication in the power of attorney roll

The following information relates to the interest being recorded:

<b>Instrument Type</b>	Agreement Re Use of Land
<b>Expiry date (if applicable)</b>	n/a
<b>Interest holder and type to be added (if applicable) Note include qualifier (e.g., estate of, executor, trustee, person representative) if applicable.</b>	Town of Wolfville (Party to Agreement)
<b>Mailing address of interest holder to be added (for power of attorney, provide mailing address for donee)</b>	359 Main Street, Wolfville NS B4P 1A1

May 4, 2009

<b>Name and mailing address power of attorney donor to be added (if applicable)</b>	n/a
<b>Name and mailing address power of attorney donee to be added (if applicable)</b>	n/a
<b>Reference to related instrument in names-based roll/parcel register (if applicable) (for power of attorney to be duplicated, insert document/instrument number/year; include book/page if applicable).</b>	n/a

The textual qualifications in the above-noted parcel register(s) are to be changed as follows:

<b>Textual qualification on title to be removed (insert any existing textual description being changed, added to or altered in any way)</b>	n/a
<b>Textual qualification on title to be added (insert replacement textual qualification)</b>	n/a

**Certificate of Legal Effect:**

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Kentville, Kings County, Nova Scotia, this December 15, 2009.

  
 \_\_\_\_\_  
 Signature of Authorized Lawyer

Name: James E. Dewar, Q.C.  
 Address: 50 Cornwallis Street, Kentville NS B4N 2E4  
 Phone: (902) 678-6156  
 Email: dewar@tmclaw.com  
 Fax: (902) 678-6082

**This document does not affect non-land registration parcels.**

This Development Agreement is made this 9<sup>th</sup> day of November, 2009.

BETWEEN:

859949 ALBERTA LTD  
(Hereinafter called the "Developer")

OF THE FIRST PART

- and -

TOWN OF WOLFVILLE,  
A municipal body corporate,  
(Hereinafter called the "Town")

OF THE SECOND PART

WHEREAS the Developer has requested that the Town enter into a development agreement relating to the use and development of the lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy for the Town of Wolfville;

AND WHEREAS a condition of granting approval for the development of the lands is that the parties enter into this development agreement;

AND WHEREAS the Town Council of the Town, at its meeting on September 21, 2009, approved entering into this development agreement to permit the conversion of an existing accessory building to a main building including a dwelling unit on the lands, subject to the registered owner of the land entering into this development agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants made in this development agreement and other valuable consideration the Developer and the Town agree to the following terms.

## **1. Schedules**

1.1 The following schedules form part of this Development Agreement:

- Schedule "A"            Plans and Specifications
- Site Plan dated July 9, 2009
  - Front and Right Elevations prepared by Rafuse Home Hardware Building Centre dated July 6, 09.
  - Back and Left Elevations prepared by Rafuse Home Hardware Building Centre dated July 6, 09
- Schedule "B"            Legal description of the lands

## **2. Definitions**

2.1 In this development agreement:

"Building By-Law" means Chapter 65 of the By-Laws of the Town of Wolfville.

"Building Code Act" means an Act to adopt and implement a building code for the Province of Nova Scotia RSNS 1989 Chapter 46.

"Developer" means the owner(s) of the lands (one of the parties to this development agreement), their heirs, successors, assigns, and all subsequent owners of the lands.

"Development" means the conversion of an existing accessory building on the lands to a main building through the creation of a dwelling unit within the building and an addition to the building for the purposes of general storage.

"Development Officer" means the Development Officer appointed by the Town of Wolfville under the provisions of the Municipal Government Act.

"Effective date" means the date on which this Development Agreement is deemed to be entered into under the terms of this Development Agreement.

"Lands" means the real property in the Town of Wolfville owned by the developer and as described in Schedule "B".

"Landscaped area" means an area with any combination of living plants, such as trees, shrubs, vines, ground covers, flowers, or grass; natural features such as rock, stone, bark chips or shavings; and structural features, including but not limited to, fountains, reflecting pools, outdoor art work, screening walls, fences, or benches; which are designed to enhance the visual amenity of a property or screen any objectionable features which may detrimentally affect adjacent land; but not including features defined as hard surface in this Development Agreement.

“Land Use By-Law” means the Land Use By-Law of the Town of Wolfville in force from time to time, adopted and amended by the Wolfville Town Council under the provisions of the *Municipal Government Act*. At the date of this Development Agreement, it is the Land Use By-Law adopted by Council on September 23, 2008, and recorded at the Kentville Land Registry Office on November 6, 2008, as Document Number 92078600.

“Municipal Planning Strategy” means the municipal planning strategy of the Town of Wolfville in force from time to time, adopted and amended by the Wolfville Town Council under the provisions of the *Municipal Government Act*. At the date of this Development Agreement, it is the Municipal Planning Strategy adopted by Council on September 23, 2008, and recorded at the Kentville Registry of Deeds Office on November 6, 2008, as Document Number 92078543.

“MGA” means the *Municipal Government Act*, S.N.S. 1998, c. 18, as amended.

“Planning documents” means Land Use Bylaw, Municipal Planning Strategy, and Subdivision Bylaw.

“Subdivision Bylaw” means the Subdivision Bylaw and the Subdivision Regulations of the Town of Wolfville.

“Town” means the Town of Wolfville, a body corporate with head office at the Town Hall in the Town of Wolfville, County of Kings and Province of Nova Scotia.

- 2.2 Where terms (words or phrases) are not defined in this development agreement, definitions in the Town’s planning documents shall apply. Where terms are not defined in the planning documents, definitions in the MGA shall apply. Where terms are not defined in the aforementioned sources, their ordinary meaning shall apply.

### **3. Relevance of Planning Documents and Other Regulations**

- 3.1 This development agreement contains definitions and regulations for the development. It complements the Town’s planning documents. Unless specified in this development agreement, requirements in the Town’s Planning Documents shall apply. Where there is a conflict between this development agreement and the planning documents, this development agreement shall prevail.
- 3.2 Regulations outside of this development agreement or the Town’s planning documents may be applicable to the development. However, the terms of this development agreement shall not be materially changed in order to comply with such regulations without an amendment to this development agreement.

#### **4. Background**

The developer wishes to create a dwelling unit in an existing accessory building on the lands and to make an addition to this same building for the purposes of general storage. The Municipal Planning Strategy requires that such a project be approved by a Development Agreement. The parties have therefore agreed to enter this Development Agreement.

#### **5. Terms**

##### **5.1 Development Conditions**

###### **5.1.1 Permits and Approvals**

- 5.1.1.1 This development agreement allows the developer to obtain development permits, other permits, and permissions to construct the development according to the Plans and Specifications of Schedule "A" and the terms of this Development Agreement.
- 5.1.1.2 The developer shall be responsible for obtaining all necessary permits and approvals required by law for the development, including but not limited to development permits, building permits, and any approvals from the Province of Nova Scotia.
- 5.1.1.3 Obligations or other requirements in this development agreement are those of the developer, unless otherwise specified.

###### **5.1.2 Land Use**

- 5.1.2.1 The permitted land uses shall be those described within the "Development" definition of this Agreement.
- 5.1.2.2 Subdivision of the lands to create an additional lot shall not be permitted.

###### **5.1.3 Landscaping & Site Improvements**

- 5.1.3.1 The Developer shall establish and maintain all non hard surface areas on the lands as landscaped areas.
- 5.1.3.2 All hard surfaces and landscaped areas on the property that are disturbed by construction related to the development shall be reinstated.
- 5.1.3.3 The developer acknowledges that all building services for municipal water and sewer located on the lands are owned by the developer and any required maintenance and/or replacement of these services are the responsibility of the developer.

#### **5.1.4 Refuse**

- 5.1.4.1 Refuse, compost, recyclables, and other similar matters shall be stored within the building, or within accessory structures or containers pursuant to the requirements of the Land Use Bylaw, Solid Waste Bylaw, and other applicable regulations.
- 5.1.4.2 Containers referenced in 5.1.4.1 shall be located so that they are visually screened.
- 5.1.4.3 Utility equipment such as mechanical and electrical equipment shall be visually screened.

#### **5.1.5 General Maintenance**

- 5.1.5.1 Buildings, landscaping, and other related features shall be maintained in good condition.
- 5.1.5.2 Further to 5.1.5.1, grass lawns shall be maintained to a mowed height and condition.

#### **5.1.6 Timing**

- 5.1.6.1 This development agreement shall be deemed to be entered into on the day following the day on which the time for appeal of Town Council's approval to enter it has elapsed, or the day on which any appeals have been disposed of and the policy of the Wolfville Town Council approving this Development Agreement has been affirmed by the Nova Scotia Utilities and Review Board, under the provisions of the MGA, or other judiciary body as applicable. All other time requirements imposed in this development agreement shall be calculated from that date, the effective date.
- 5.1.6.2 The development shall be complete, including all the requirements of this development agreement, within two years of the effective date of the development.

#### **5.1.7 Amendment**

- 5.1.7.1 With the exception of matters which the Town and the developer do not consider to be substantive, the amendment of any other matter in this development agreement can only be made under the provisions of Section 230 of the MGA, including the holding of a Public Hearing.
- 5.1.7.2 Following are matters in this development agreement which the Town and the developer do not consider to be substantive:



(a) The requirements for completion imposed by 5.1.6.2

5.1.7.3 The Development Officer may approve a request by the developer for a minor variation or modification to the plans and specifications of the development as included in Schedule "A", provided the requested change is substantially compliant with the terms and intent of the development agreement.

#### **5.1.8 Expenses**

5.1.8.1 The developer shall pay all costs and expenses incurred by the Town related to this development agreement including but not limited to; advertising; notification of adjoining landowners; and solicitor's fees and disbursements incurred in drafting this development agreement.

#### **5.1.8 Liability**

5.1.8.1 The developer shall be liable for any damage caused to persons or public or private property by the developer or any contractor or other individual doing work related to the development. The developer shall indemnify the Town and save it harmless from any claim, cause of action, or liability in any way relating to the development. The developer shall obtain and maintain in force throughout the course of construction on the development, liability insurance coverage to insure the responsibilities which the developer is assuming in this section.

#### **5.1.8 Default**

5.1.8.1 If the developer fails to comply strictly with any term of this development agreement or any legislation applicable to this development agreement, the Town may, after 30 days notice in writing to the developer, enter the lands and perform any obligation with which the developer has failed to comply strictly. All expenses arising out of the entry of the lands and performance of the obligations may be recovered by the Town from the developer by direct suit and shall form a charge upon the lands. The developer shall pay interest on any sum so expended by the Town at the same monthly rate charged by the Town for tax arrears on the outstanding balance from time to time. Such interest costs shall be treated as an expense.

5.1.8.2 If the developer breaches any of the terms of this development agreement, the Town, at its sole option, may:

- (a) Terminate this development agreement;
- (b) Exercise its rights under paragraph 5.1.8.1 above; or,
- (c) Take no action.

- 5.1.8.3 Any election by the Town to take no action on a breach of this Development Agreement by the developer shall not bar the Town from exercising its rights under this Development Agreement on any other breach.
- 5.1.8.4 Any expenses incurred by the Town in exercising its rights under sections 5.1.8.1 and 5.1.8.2, or either of them, shall be paid by the developer to the Town. Such expenses may include, but are not limited to, costs incurred in returning property owned by the Town, or the lands, to their original condition before the beginning of work on the development and all solicitors' fees and disbursements incurred in terminating or discharging this development agreement. Such expenses shall be payable by the developer to the Town as a debt and may be recovered from the developer by direct suit. They shall form a charge upon the lands.

## **6. Warranties by the Developer**

### **6.1 Title and Authority**

6.1.1 The developer warrants as follows:

- (a) The developer has good title in fee simple to the lands or good beneficial title subject to a normal financing encumbrance. No other entity has an interest in the lands which would require their signature on this development agreement to validly bind the lands or the developer has obtained the approval of every other entity which has an interest in the lands whose authorization is required for the developer to sign this development agreement to validly bind the lands.
- (b) The developer has taken all steps necessary to, and it has full authority to, enter this development agreement.

## **7. Full Agreement**

### **7.1 Other Agreements**

- 7.1.1 This development agreement constitutes the entire agreement and contract entered into by the Town and the developer. No other agreement or representation, whether oral or written, shall be binding.
- 7.1.2 This development agreement shall not be a precedent for any other agreement either between the Town and the developer or between the Town and any other party.

**8. Notice**

Any notice to be given under this development agreement shall be made in writing and either served personally or forwarded by courier or by registered mail, postage prepaid, if to the Town to:

Town of Wolfville  
Town Hall  
359 Main Street  
Wolfville, Nova Scotia  
B4P 1A1  
Attention: Development Officer

and if to the Developer:

859949 Alberta Ltd  
Attn: James Wright  
606 Main Street  
Wolfville, Nova Scotia  
B4P 1E8

**9. Headings**

The headings used in this development agreement are for convenience only. If any of the headings are inconsistent with the provisions of the development agreement which it introduces, the provisions of the development agreement shall apply.

**10. Binding Effect**

This development agreement shall endure to the benefit of and be binding upon the parties to this development agreement, their respective successors, administrators, and assigns.

**11. Execution**

In witness of this Development Agreement the parties have signed, sealed and delivered it to each other on the date set out at the top of the first page.

SIGNED, SEALED AND DELIVERED )  
In the presence of: )

*Kerry Baxter*  
Witness

TOWN OF WOLEVILLE

By

MAYOR

By

CHIEF ADMINISTRATIVE OFFICER

SIGNED, SEALED AND DELIVERED )  
In the presence of: )

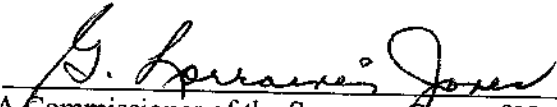
*Charles Warren*  
Witness

By

859949 ALBERT LTD

CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF KINGS

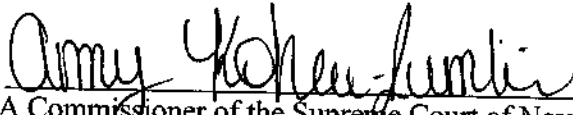
I certify that on NOVEMBER 12, 2009, KATHY DAXTER  
a witness to this agreement came before me, made oath, and swore that the **TOWN OF  
WOLFWILLE**, caused the same to be executed by its proper officers who affixed its Corporate  
Seal and subscribed their hands in its name and in its behalf in ~~his~~/her presence.

  
A Commissioner of the Supreme Court of Nova Scotia

**G. LORRAINE JONES**  
A Commissioner of the  
Supreme Court of Nova Scotia

CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF KINGS

I certify that on November 9, 2009, Charles Warren  
a witness to this agreement came before me, made oath, and swore that **859949 ALBERTA  
LTD** caused the same to be executed by its proper officers who affixed its Corporate Seal and  
subscribed their hands in its name and in its behalf in his/her presence.

  
A Commissioner of the Supreme Court of Nova Scotia

**AMY L. KOHLER-JUNKIN**  
A Commissioner of the Supreme  
Court of Nova Scotia

Schedule "A"

608 MAIN STREET



11 FT. (APPRX.)

GARAGE

12 FT. (APPRX.)

PROPOSED 10 FOOT ADDITION TO GARAGE

PAVED PARKING AREA

606 MAIN (EXISTING DWELLING)

PID - 55279905

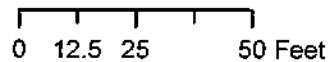
PAVED DRIVEWAY

MAIN STREET

SITE PLAN:  
606 MAIN STREET - PROPOSED GARAGE ADDITION

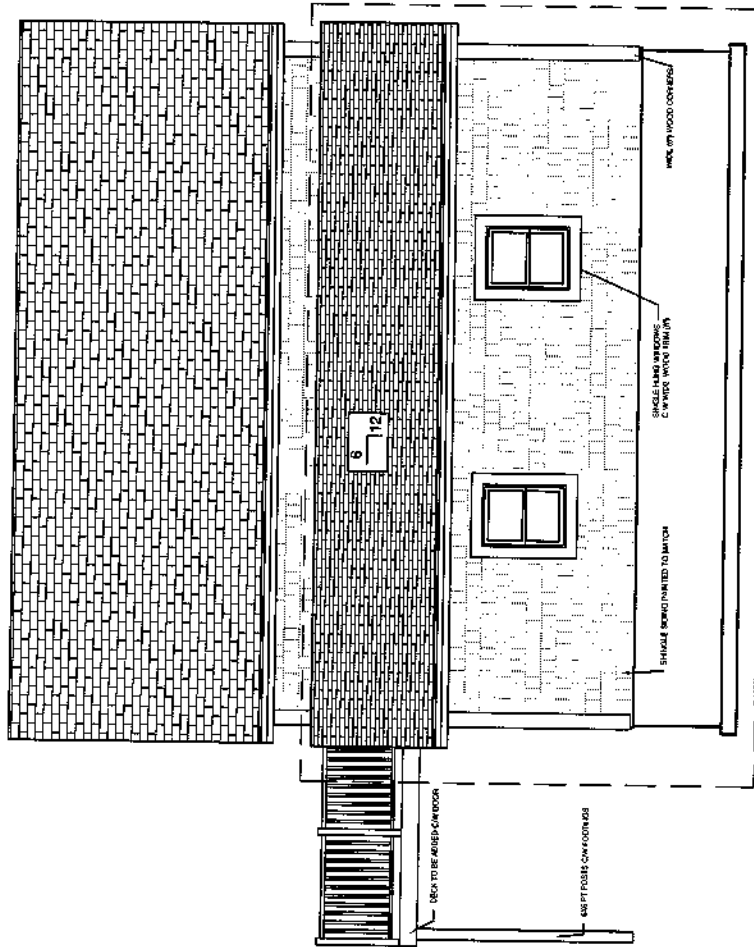
JULY 9, 2009

1 inch = 40 feet

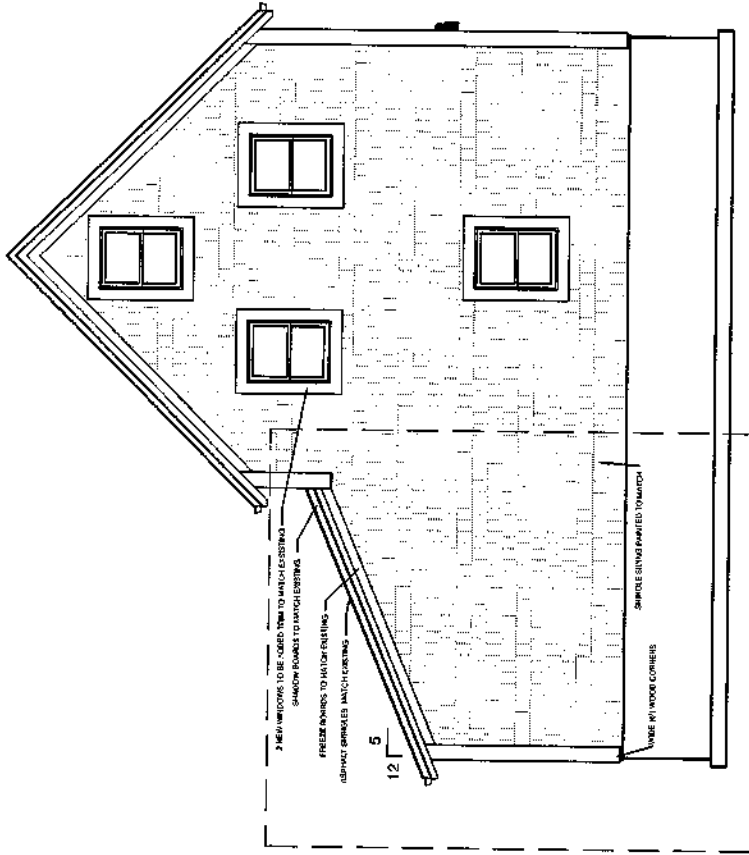




Schedule "A"



BACK ELEVATION  
Scale: 3/16"=1'



LEFT ELEVATION  
Scale: 3/16"=1'

DRWN BY CHET PALMER/ENR'S DRAWING ROOM

DATE	2/21/17	PROJECT	BACKLITTS STEELMAN
NO.	1	OWNER	CHAS. STEELMAN
BY	CHET PALMER	DATE	2/21/17
CHECKED BY	JAN R. BUCHI	DATE	2/21/17
SCALE	AS SHOWN	PROJECT NO.	17-001
RAPOSS HOME RECONSTRUCTION BUILDERS CAREFREE 600 OYRELAND ST. WOLFVILLE, N.S. PH: 423-546-2211 FAX: 423-546-2212			



Schedule "B"  
Description of Lands

ALL that certain lot, piece or parcel of land and premises situate at Wolfville, in the County of Kings and Province of Nova Scotia, bounded and described as follows:

BEGINNING on the north side of Main Street at the southwest corner of land formerly of William H. Chase and now of Aaron Fishman;

THENCE running westerly by the north side of said Main Street, or Post Road, to the southeast corner of land formerly of Charles S. Fitch and now of Mary Eaton;

THENCE northerly by the east line of said Charles S. Fitch (now Eaton) and the east line of the Estate of the late George Thomson, deceased, now of L. R. Fairn, to the Dominion Atlantic Railway;

THENCE easterly by the south line of the Dominion Atlantic Railway to land of the said Fishman (formerly William H. Chase);

THENCE southerly by the west line of land of said Fishman (formerly William H. Chase) to said Main Street and place of beginning, containing two acres, more or less.

EXCEPTING thereout and therefrom that certain portion conveyed to Shirley Foshay by deed from Edith Stairs, dated October 9, 1951, and recorded at the said Registry of Deeds in Book 178 at Page 676, more particularly bounded and described as follows:

COMMENCING at a cement post on the southern boundary of land of the Dominion Atlantic Railway, which post marks the northwest corner of land of the Grantor (Edith Stairs) and the northeast corner of land of one Fairn;

THENCE easterly along the southern boundary of said Railway land for a distance of One Hundred and Thirty-Two Feet (132), or to an iron pipe marking the northeast corner of land of the Grantor and the northwest corner of land of one Aaron Fishman;

THENCE South 8.5 degrees West along the Western boundary of said Fishman land for a distance of Four Hundred and Twenty-Three Feet (423) to an iron pipe driven;

THENCE North 81.5 degrees West for a distance of One Hundred and Thirty-Three Feet (133) to an iron pipe driven in the eastern boundary of said Fairn land;

THENCE in a northerly direction along the eastern boundary of said Fairn land to the place of beginning.

TOGETHER WITH a right-of-way unto the Grantee (Shirley Foshay) her heirs and assigns, the owner or owners for the time being of those lands and premises hereinbefore described, and her and their agents, servants, workmen and invitees, in common with the Grantor, her heirs and assigns, for persons, animals and vehicles through, along and over a certain parcel of land ten (10) feet in width and extending from the Southern boundary of the land hereinbefore described to the Northern boundary of Main Street - the centre line of the said Ten (10) feet right-of-way being established in manner following; that is to say:

COMMENCING at a point in the Southern boundary of the land hereinbefore described Twenty-Eight

and one-half (28.5) feet distant from the iron pipe driven in the Eastern boundary of said Fairn land;

THENCE South 17 degrees West for a distance of One Hundred (100) feet;

THENCE South 14 degrees West for a distance of Fifty (50) feet;

THENCE South 6.5 degrees West to the Northern boundary of said Main Street;

THE said land and premises hereinbefore described, together with the centre line of said right-of-way being more fully and particularly shown on the plan prepared by Graydon D. Spence, P.L.S. in September, 1951 and filed in the Office of the Registry of Deeds on October 15, 1951.

BURDENS:

SUBJECT HOWEVER TO an Agreement regarding the shared driveway running over the above right-of-way dated 2 July, 2003, and registered in the Kings County Registry Office in Book 1386 at Page 486 as Document Number 4073, more particularly described as follows:

ALL and singular the land and premises situate to the North of property belonging to Edith Stairs situate on the north side of Main Street, in the Town of Wolfville, County of Kings, Province of Nova Scotia and described as follows:

COMMENCING at an iron pipe set where the western boundary line of lands of Aaron Fishman intersects the northern boundary line of lands of the said Edith Stairs;

THENCE Northerly along the said Western boundary line of lands of Aaron Fishman for a distance of One Hundred and Forty-Five Feet Six Inches more or less, or to a fence post;

THENCE Westwardly along said fence post line for a distance of One Hundred and Thirty-Three Feet and Six Inches more or less, or to the Eastern boundary line of lands of L.R. Fairn;

THENCE Southerly along the Eastern boundary line of lands of L.R. Fairn for a distance of One Hundred and Thirty-Eight (138) feet more or less, or to an iron pipe;

THENCE Eastwardly along the said Northern boundary line of land of Edith Stairs for a distance of One Hundred and Thirty-Three Feet more or less, or to the place of beginning.

TOGETHER WITH a right-of-way unto the Grantee, his heirs and assigns, the owner or owners, for the time being of those lands and premises hereinbefore described, and him and their agents, servants, workmen and invitees, in common with Edith Stairs, her heirs and assigns for persons, animals and vehicles through, for and over a certain parcel of land ten feet in width and extending from the Southern boundary of the land hereinbefore described to the Northern boundary of Main Street, the center line of the said ten foot right-of-way being established in manner following, that is to say:

COMMENCING at a point in the Southern boundary of the lands hereinbefore described 28.5 feet distant from the iron pipe driven in the Eastern boundary of said Fairn lands:

THENCE South 17 degrees West for a distance of 100 feet;

THENCE South 14 degrees West for a distance of 50 feet;

THENCE South 6.5 degrees West to the Northern boundary of said Main Street.

The said lands and premises hereinbefore described together with the center line of said right-of-way being more fully and particularly shown on the plan prepared by Graydon D. Spence, P.L.S., in September 1951, and filed in the Office of the Registry of Deeds.

TOGETHER WITH the right or easement to the Grantor, their heirs and assigns, the owner or owners for the time being of those lands and premises hereinbefore described, and them and their agents, servants and workmen, to enter into and upon the lands of the said Edith Stairs, her heirs and assigns, from time to time as necessary for the purpose of excavating the earth and renewing, repairing or replacing the water pipes and sewer pipes extending from the house on the property hereinbefore described, or any other house or building hereafter erected thereon, across, through or over the lands of the said Edith Stairs to Main Street aforesaid.

I certify that this legal description is intended to describe, the same parcel as represented by PID Number 55279905.

RECORDED  
INDEXED  
1951

## COMMITTEE UPDATE

Title: IMSA Discussions  
Date: February 1, 2022  
Department: Committee of the Whole

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### UPDATE

The IMSA Committee met virtually on January 21st.

#### Highlights:

- Brittany Mastroianni and Kenisha Gordon Municipality of Kings County, Community Development and Diversity Specialist staff respectively, provided a presentation titled “Toward Equity and Diversity: A Strategy for Belonging in the Kings Region” for consideration by the IMSA group. The presentation provided an overview of the Kings Diversity work. The purpose was to ask members if this was a service to be considered as a joint service area under the IMSA process. It was agreed that each CAO would bring a report to their respective Council for discussion as to whether or not to be part of that process, and what the benefits to each municipality would be and the associated costs. *Note this is not the same as having a councillor on the Kings Diversity Cttee but rather buying into the cost of that Department.*
- Future items for discussion related to shared services will include the Valley REN and Climate Change services. CAO Beaudin provided a verbal update on these two service areas.
- Ads have been placed for the GM for the new IMSA operation. An interview/hiring committee of 2 CAO’s and 2 Mayors will be created. It was suggested and generally agreed that the CAO’s and Mayors should be from different municipalities. CAO Beaudin will be one of the CAO’s on the interview cttee.

### DRAFT MOTION

**That the Kings Region members of the IMSA Working Group recommend their respective Councils instruct their CAOs to collaborate with the other CAOs in Kings County in the preparation of a draft Diversity Intermunicipal Services Agreement.**

Respectfully Submitted  
Mayor Wendy Donovan

**From:** [Laura Morrison](#)  
**To:** [Laura Morrison](#)  
**Subject:** FW: Regarding Racism in Wolfville / Halifax Examiner Article  
**Date:** February 2, 2022 10:50:28 AM

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**From:** Anne Stieger  
**Sent:** January 31, 2022 8:33 PM  
**To:** Town Council <towncouncil@wolfville.ca>; Erin Beaudin <EBeaudin@wolfville.ca>  
**Subject:** Regarding Racism in Wolfville / Halifax Examiner Article

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear mayor, councillors, and staff members,

I am writing regarding the article in the Halifax Examiner, and racism in Wolfville.

The events outlined in the article serve as a stark reminder that we need to do work around belonging and anti-racism.

No matter what exactly happened, a member of our community experienced racism, felt unsafe, and felt they were not being believed and supported by the organizations they turned to, who are here to serve us all.

I know many of our Town's staff and council, and I am certain you are all aware of these challenges, and that work is already underway regarding equity, belonging, and anti-racism (I hear you are having Kings Country present their new strategy for belonging, for example). Thank you for any and all the work you are doing on this and on other key issues. This is a stark reminder that this work needs to continue, and that it is urgent.

I hope the Town will take this as an opportunity to take even more action.  
A few of my needs would be (in no particular order):

Firstly, I need to know that officials and staff in our town will believe citizens when they seek their support.

We know all too well that it is a problematic pattern that women, people of colour, and members of other under-represented or marginalized groups are disproportionately more often dismissed when filing claims (be it with the RCMP, or at HR departments at their work, etc.) - be it directly, or by not following through on investigations, etc.). I need to see actions to show that the town will believe those experiencing discrimination of harassment.

Secondly, I need to know that the Town is doing all it can to ensure that our RCMP provide a safe space for anyone who asks them for help (which includes listening and believing people who say they have been victims of assault or violence). Now, I understand that the Town cannot control every word an officer says, and that the RCMP is a separate organization (which has it's own issues, including well-documented systemic racism in the organization and among their staff - see [here](#)) - yet, the town (i.e. our taxes) pays for their services. Thus, the Town does have a responsibility to

ensure that our local officers are able and willing to serve all people in our community. I need to see actions that show this.

Thirdly, I need to know that the Town has a clear process in place to support community members who are facing racism in their lives. While the town may not have the capacity (or skill) to provide that support directly themselves, many things can be done to ensure people don't feel left alone (be it referrals, a citizen-lead support group, or whatever). Certainly, referring them back to wherever they weren't believed or helped cannot be an option. Either way, I would like to see the town work on it, come up with some solution, and make it widely known. I need to see actions on this.

Fourth, I need to know that the Town as an organization is taking a pro-active stance and working on becoming anti-racist. If we are not actively standing against racism, then we are quiet bystanders, which is not much better (or different from) being actively racist. It's as if someone is beaten up in the street, and I just stand there and watch - I think we have as a society agreed long ago that that is not acceptable and makes the bystander as responsible as the one throwing the punches. The Town has painted a rainbow flag on the steps to Town hall, showing openly their support for LGBTQ+ issues (love it!) - what might be the equivalent showing the town is working to be anti-racist? I need to see action on this.

There is and will be racism in Wolfville - simply because it is everywhere. It's not ok, but it is the reality we live in. I hope that the Town as an institution won't just see this as a media nightmare that needs to be managed, trying to preserve the wholesome image of Wolfville at all cost. This is not about 'image' (though I would fully understand IF the Town feels like it is in 'hot waters' and have empathy for how difficult that might feel). This is about serving the people who live in our town, and making sure we are doing our part by learning, by taking the perspectives of the most vulnerable, and by taking action.

In all this, I think it is ok and even important to recognize that we are all learning. Our society's moral compass of what is and is not acceptable has changed quickly in the past few years (thank goodness - it was long overdue) and continues to evolve. What was a good response last year, we now know wasn't quite good enough. That means we are all constantly learning. And that means we won't be perfect all the time, and that's ok (as in: mistakes happen as a learner). But it is only ok if we reflect on it, learn from it, rectify as best we can and do better next time.

I will do what I can do help and support this work. If there are ways that I can be of help or support as the Town does its work on this topic, just say the word. I would love to see things where community members can get involved - so that this work can go beyond policies, processes, and paperwork and into our everyday lives. I am ready to roll up my sleeves and use my privilege to create change, as much as I am ready to step aside and leave space for those most affected to be involved if they so desire.

I will leave you all with the below graphic, as I have found it helpful to reflect on in this context.

Yours kindly,  
Anne Stieger

Resident of Wolfville

No alternative text description for this image



**From:** [Celes Davar](#)  
**To:** [Wendy Donovan](#)  
**Cc:** [Town Council](#); [Isabel Madeira-Voss](#); [Mike Butler](#); [Wendy Elliott](#); [Jennifer Ingham](#); [Jodi MacKay](#); [Oonagh Proudfoot](#)  
**Subject:** A conversation about what we can do together to address systemic racism  
**Date:** January 28, 2022 9:14:14 AM  
**Attachments:** [Letter to Mayor Donovan re racism\\_28Jan.pdf](#)

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Wendy Donovan  
Mayor, Wolfville

Dear Ms. Donovan,

I have just read the article in the Halifax Examiner, offering some insights into the alleged instances of racism and other difficulties encountered by an Eritrean student at Acadia University, living off-campus in Wolfville. As someone who chose to move to the Wolfville area several years ago (we live just outside Wolfville, and do most of our business, banking, shopping, and support the local businesses on a weekly basis), we can appreciate what it is like to be a newcomer to this area. As a person of colour myself, and as an immigrant who has been a Canadian citizen for decades, this issue is important to me.

My main interest in writing to you at this time is not to increase the temperature on this issue, but to ask a few questions and support actions that can be helpful.

Before we moved here, we had read the recently completed Ivany Report, in which Page 26 of the Ivany Commission Report (2014) chaired by the previous president of Acadia University identified..."there clearly are additional barriers stemming from negative attitudes and even racism when it comes to welcoming new people into our communities." If this is true for the Wolfville area, a mecca for tourism and academia in this province, what steps have been taken and new steps that may be taken to address racism, be it within our communities, organizations ((systemic), or institutions?

Could this be a new opportunity for the mayor of Wolfville and the academic administration at Acadia University to convene and develop a revised and helpful approach with our community residents, to address racism, have some safe and respectful conversations about racism and how to be anti-racist, and invite suggestions for change?

Are there any opportunities for you or the Town Council to engage professional mediation services in light of the Halifax Examiner article, so that each of the parties can listen safely to each other, be heard respectfully, and be aware of each other's perspectives? It does not mean that there will be immediate solutions, but it could be the kind of community leadership that is needed at this time, when we are all exhausted from Covid, and upset with this situation. None of us may know quite how to support each other, nor have the know-how to deal professionally with this situation.

As a tourism operator residing in Kings County, and working in tourism community development all across Canada, I am aware of the significance of this region as a tourism destination, a community that supports migrant workers, has international students attending Acadia University, and welcomes visitors of many nationalities. We all have a responsibility



to address systemic racism and invite our community to be welcoming and safe to immigrants, people of colour, African Nova Scotians, and others. What more should be done to learn to listen and learn from those who are living or studying or working here and who may have experienced racism? What steps can we take in the short-term and longer-term to be an active anti-racist town and region (in light of Kings County's recent new strategy [Toward Equity and Diversity](#))? You may be aware of the 9-member anti-racism task force that has been set up in Bridgewater, to help the town council promote a racism and discrimination-free town. What options could be explored for Wolfville? (<https://www.bridgewater.ca/town-council/committees-of-council/new-anti-racism-task-force>)

I can appreciate this is a difficult and uncomfortable time for you. I encourage you to reach out to community residents and businesses, to ask them what we could be doing together to address this situation. We are prepared to help.

Sincerely yours,  
Celes Davar  
West Brooklyn

---

Celes Davar

He/Him/His

**448 West Brooklyn Mountain Rd  
West Brooklyn, NS  
B4P 2R3**

**[Between Maqapskejijk \(Avonport\) and Sikunme'katik \(Gaspereau River\), and northwest of Kluskap \(Horton\)](#)**

Cell 1.204.867.7152

[Email: celes.davar@gmail.com](mailto:celes.davar@gmail.com)

Facetime: @celesdavar

I acknowledge that I live and work on the traditional and unceded territories of the Mi'Kmaq people and that I will strive to honour the relationship defined in the Peace and Friendship Treaties. We are all treaty people. (Thank you to Amanda Peters, Gooscap First Nation, Nova Scotia for providing this wording.)

**From:** [Charmaine Millaire](#)  
**To:** [Town Council](#)  
**Subject:** 211 Day - February 11th  
**Date:** February 4, 2022 3:48:35 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

My name is Charmaine Millaire and I'm the Communications and Marketing Manager for 211 Nova Scotia. **I am reaching out today to seek your support in marking and acknowledging 211 Day, celebrated across the country on February 11th.**

211 is the front door to help. It is an information and referral service that connects the people of Nova Scotia quickly to the critical human, social, community and government support they need. It is free and confidential. Phones are answered 24/7, 365 days a year, in 150 languages through interpretation services. And anyone can call: parents, seniors, workers, business owners, community support organizations, teenagers—the 211 service is for everyone and anyone seeking support.

During this time, our core mandate is to assist Nova Scotians in navigating food access, financial assistance, mental health resources, COVID relief programs, newcomer supports, family services and more.

**Given that 211 Day is approaching, we are wondering if you would be able to help us spread awareness about the service so that no one is left behind. As such, we're hoping you would be open to the idea of shining a red light at the Wolfville Town Hall Building for the evening of the 11th.**

There wouldn't be any planned event or gatherings—just the red light as a symbol. Many landmarks and monuments across Canada will be participating (including Halifax City Hall), and we will release a press release listing everyone involved as well as a social media post including a photo compilation of these monuments and landmarks to celebrate access to 211 across the country.

**If your community wishes to participate by lighting up the Wolfville Town Hall Building or other buildings in your area, please reach out to me at [cmillaire@ns.211.ca](mailto:cmillaire@ns.211.ca) to confirm the details of your participation.**

I hope you and your loved ones stay safe and stay healthy.

Thank you for your time,

Charmaine



**Charmaine Millaire (she/her)**  
Communications & Marketing Manager

phone: 902-466-5723  
email: [cmillaire@ns.211.ca](mailto:cmillaire@ns.211.ca)



We acknowledge that 211 Nova Scotia is located in Mi'kma'ki, the ancestral homeland and unceded territory of the Mi'kmaq People.

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.



**From:** [Laura Morrison](#)  
**To:** [Laura Morrison](#)  
**Subject:** FW: Racialized Violence and Process  
**Date:** January 31, 2022 9:20:28 AM

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**From:** Wendy Donovan <WDonovan@wolfville.ca>  
**Sent:** January 28, 2022 2:24 PM  
**To:** Duncan Ebata; Town Council <towncouncil@wolfville.ca>  
**Subject:** RE: Racialized Violence and Process

Thank You for your email Duncan. I am truly sorry that these have been your experiences. There are a number of discussions and approaches that we need to have with the broader community, and our partners. I welcome the opportunity to begin a very open and inclusive dialogue and your participation in that process will be helpful. I look forward to this discussion and the positive things it could bring to Wolfville.

All the Best  
Wendy



**Mayor Wendy Donovan**

Town of Wolfville

p 902-698-6342 | f 902-542-4789 | e [wdonovan@wolfville.ca](mailto:wdonovan@wolfville.ca)  
[wolfville.ca](http://wolfville.ca)

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**From:** [Duncan Ebata](#)  
**Sent:** January 28, 2022 10:41 AM  
**To:** [Town Council](#)  
**Subject:** Re: Racialized Violence and Process

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi folks.

As I was reflecting on this more. In my limited experience, I've gone with 6 women who were assaulted to Acadia safety and security and RCMP to report assaults, and known of many other cases that colleagues handled at Acadia, my sense is this is also a gender bias issue, training issue, community narratives issue, and community process issue.

In all cases when I was there and strongly backed up what they were saying or had to raise my voice to get the male officers to listen, they listened and were more gentle then. Before I would do this, the officers would be interrogating the victims as if it was their fault or they didn't believe them. This bias is so strong

that in one case, the same police officer had picked up the assault offender for being violent towards a professor the day before they interviewed the assault victim and was the same officer not believing her.

Now this was years ago and I'm not placing blame, but a few things feel horribly wrong about this.

I recognize that this is multilayered, it's narratives in society, rcmp experiences and culture (make response to angry women), gender bias (yucky narratives like "she was asking for it" narratives etc), racial bias, but I think we can do better as a process and we need a multi stakeholder task force to make this better.

Duncan

Duncan Ebata

Social Entrepreneur & Community Builder

On Fri, Jan 28, 2022, 9:12 AM Duncan Ebata wrote:

Good morning friends,

I've recently been informed about the racial violence that happened to a friend of a friend:  
<https://www.halifaxexaminer.ca/featured/this-town-is-very-racist-african-student-in-wolfville-speaks-out-about-experience-with-rcmp-mayor-after-filing-complaint-about-an-assault/>

As a person who mostly passes as white but has also been on the receiving end of racial slurs many times, I feel this absolutely rip through my body in so many emotions.

I'm reaching out because I would like to know what the town process is for these kinds of issues?

Who do individuals get referred to? Is it always the police first?

What's sort of standard process or resources are available to ask the person when they come to the town?

I have a very family member who was assaulted and the first responses she received from police, Acadia, and then the judge was they didn't believe her. The first police officer also interrogated her as if she was lying as she was telling him that she is concerned for the wellbeing of the person who assaulted her. Here she is in shock, angry, not knowing what to do and the people who were supposed to help her already had a bias that she was lying. She is not black, but certainly looks like she good be indigenous, and going to the police are no longer a safe first option for her. We hear about this happening other places, but it does happen here too.

We will be updating our process for the Front Street Community Oven and I've reached out to some professionals who are more versed in this topic than I am. Our current policy is to document a report and contact the police, but clearly it needs to be adjusted.

Is there a committee to work on on this?

Warmly,

Duncan

Duncan Ebata

Food and Story Facilitator,  
Rising Tide Experiences | Front Street Community Oven

**From:** [Laura Morrison](#)  
**To:** [Laura Morrison](#)  
**Subject:** FW: snow removal for seniors  
**Date:** February 10, 2022 9:40:32 AM

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**From:** Debbie Fox  
**Sent:** February 9, 2022 9:32 AM  
**To:** Wendy Donovan <WDonovan@wolfville.ca>  
**Cc:** Town Council <towncouncil@wolfville.ca>; Kaden Thibault <kthibault@wolfville.ca>  
**Subject:** RE: snow removal for seniors

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Good morning and yes this is correct. However, not only is the snow removal not done so I can safely exit the building in case of emergency, there has been a big dresser blocking the hallway to the only other exit for the last 3-4 days.

The walkway and door facing pleasant would be my first emergency exit...and now even my secondary one is partially blocked.

And forget about getting garbage out...if I wasn't living it, it could almost be a funny joke.

Have a great day and stay safe all.

Regards

Debbie Fox

Sent from [Mail](#) for Windows

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**From:** [Wendy Donovan](#)  
**Sent:** Tuesday, February 8, 2022 11:13 AM  
**To:** [Debbie Fox](#)  
**Cc:** [Town Council](#); [Kaden Thibault](#)  
**Subject:** Re: snow removal for seniors

Good Morning Debbie;  
If I understand your email the area where you wish to have snow cleared is on your building's private property? If you could confirm that that would be appreciated. I am copying our Compliance Officer with a request to check to see if this is a safety issue.

Thank You for clarification.

Mayor Wendy Donovan

Town of Wolfville  
(902) 698-6342

On Feb 8, 2022, at 10:17 AM, Debbie Fox wrote:

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I just don't know where to go anymore. Several weeks ago I left a message for the mayor as I did not know who to contact about this situation. I have since contacted Tim from public works who was not able to assist and now I am asking all to please help us.

We are several seniors living at 60 hillside and we cannot seem to get the snow removal completed for our secondary exit from the building, I have contact the owner who I have also copied on this email. One of the seniors is Joan and while I cannot remember her last name you all know her from walking all around this town for years.

This picture is what the sidewalk looks like today and it has looked like this since the very first snow storm back in January.

Please, if you know of someone who is able to assist, please let me know. Unfortunately, as a senior myself, I don't have funds left over to pay someone. But I have slipped the kid upstairs \$20 to help shovel out my car.

Thank you in advance and have a great day.

Debbie Fox

Sent from [Mail](#) for Windows



**From:** [Laura Morrison](#)  
**To:** [Laura Morrison](#)  
**Subject:** FW: Insafe skating issue and ice  
**Date:** January 24, 2022 10:54:16 AM

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**From:** Tim Bouter <[tbouter@wolfville.ca](mailto:tbouter@wolfville.ca)>  
**Sent:** January 24, 2022 10:37 AM  
**To:** Ian & Debbie MacDonald  
**Cc:** Town Council <[towncouncil@wolfville.ca](mailto:towncouncil@wolfville.ca)>; Wendy Donovan <[WDonovan@wolfville.ca](mailto:WDonovan@wolfville.ca)>; Dave Taylor <[DTaylor@wolfville.ca](mailto:DTaylor@wolfville.ca)>; Trent Hancock <[THancock@wolfville.ca](mailto:THancock@wolfville.ca)>  
**Subject:** RE: Insafe skating issue and ice

Hi Debbie,

Thanks for your email. The drain causing the issue at the corner of Kencrest and Sherwood needs to be properly connected to the storm drainage system, but unfortunately that won't be able to happen until the spring. In the meantime, we have been instructing our sidewalk operator to put extra salt/sand on this section of sidewalk. The extreme cold temperatures last week made things even more challenging. We will send our backhoe to try to break up the ice that has built up later today.

Regards,

Tim Bouter, P. Eng.  
Director of Engineering & Public Works  
t 902-542-3960 | e [tbouter@wolfville.ca](mailto:tbouter@wolfville.ca)  
359 Main Street, Wolfville, NS B4P 1A1  
[wolfville.ca](http://wolfville.ca)

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**From:** Wendy Donovan <[WDonovan@wolfville.ca](mailto:WDonovan@wolfville.ca)>  
**Sent:** January 23, 2022 9:07 AM  
**To:** Ian & Debbie MacDonald <[idmac@eastlink.ca](mailto:idmac@eastlink.ca)>  
**Cc:** Town Council <[towncouncil@wolfville.ca](mailto:towncouncil@wolfville.ca)>; Kelton Thomason <[kthomason@wolfville.ca](mailto:kthomason@wolfville.ca)>; Tim Bouter <[tbouter@wolfville.ca](mailto:tbouter@wolfville.ca)>  
**Subject:** Re: Insafe skating issue and ice

Thank You for providing this information Debbie. I am copying our Directors of Parks and Recreation, and Public Works to respond to the Reservoir Park and sidewalk issues respectively.

Mayor Wendy Donovan  
Town of Wolfville  
(902) 698-6342

On Jan 23, 2022, at 8:57 AM, Ian & Debbie MacDonald wrote:

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Good morning

I use the Reserve park at the top of Sheerwood Drive /Pleasant St. daily and I see the many WONDEFUL changes made by the town. I just wanted to point out to you that yesterday, Sat. Jan. 22<sup>nd</sup> while walking around the ponds that there was more then a dozen people skating on the first pond, (lets call that one the swimming beach pond). This is very unsafe as that water goes up and down and even as cold as its been there was water on the top of the pond that was not frozen. Families, dogs and small children in the middle,, I told them it was unsafe and to skate on the other pond. One person told me that it was measured and found safe,, that is the other pond,, NOT this one. There used to be a unsafe skating sign posted but with all the park changes it got removed and never returned. Families especially ones only using the park on weekends do not know this information and its very unsafe. Can this sign please be replaced letting people know its unsafe to skate on this pond and to use the other pond. Maybe even a temporary sign will help. Thank you, just I see this, (swimming beach pond) over the seasons and know how unsafe it is in winter. Thank you for taking the time to read this email.

**NOTE:** just to let you know if you don't already know that there has been a new home constructed on the corner of Sheerwood and Kencrest St. last year, it has a water drain that stops right at the sidewalk and water constantly runs over the sideway. I slipped , there, on ice a while back, now that we are in the dead of winter the ice is inches thick and now running down the sidewalk for many feet, its dangerous and its not right that a home owner can direct his water run off at the street and especially right at the sidewalk we all use. This really needs to be addressed quickly.

Thank you  
Debbie MacDonald

\*\*\*\*\*

Darkness cannot drive out darkness;  
only light can do that.  
Hate cannot drive out hate;

only love can do that.  
*Martin Luther King Jr.*

**From:** [Laura Morrison](#)  
**To:** [Laura Morrison](#)  
**Subject:** FW: Racism in Wolfville- Our minimum obligations  
**Date:** January 21, 2022 4:21:30 PM

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**From:** Emily LeGrand  
**Sent:** January 20, 2022 9:39 AM  
**To:** Town Council <towncouncil@wolfville.ca>  
**Subject:** Racism in Wolfville- Our minimum obligations

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I'm writing to offer a formal reminder to folks in official positions within the town what our obligations are as white people in 2022 with regard to Black, Indigenous and other people of colour. It seems to me that our minimum obligation is to believe them when they tell us that they have experienced racism. And from there, I would hope that we then ask what we can do to help them. A Black young woman, a friendly acquaintance of my partner, recently experienced a racially motivated assault after making a reasonable request of a new housemate in her new housing in Wolfville, where she has lived for 5 or 6 years. Having continually experienced racism in Wolfville during that time, she had come to a point where she could not keep on the same path of simply swallowing those experiences down- she fought back, and she will be the first to tell anyone this. I hear that her fighting back has caused a serious injury. I came to know these things as a result of her staying at our place for a couple of nights while she found new safer housing.

She shared that this approach of always being contained, kind and unflappable in the face of unrelenting racism is called "respectability politics." And she says it doesn't work, she is coming to that conclusion and so are many others who experience racism as well. I can imagine why it doesn't work. It erases the indignity and pain that it is to experience racism even once. It doesn't allow the pain to show through and register in the white world in which we (myself and those of us receiving this message) all live. We (humans) all get angry when we are not treated equally and with respect. That is a normal human response. Now imagine if we experienced this routinely and without warning throughout the course of our lives. There is a cumulative fatigue factor here that is very real. To expect oppressed people to act perfectly in the face of their experiences of oppression, in other words to act superhuman, I would argue is actually dehumanizing, and permits implicitly their continued oppression. To be clear, I am not condoning violence. I am suggesting that we can connect with our empathy and think about what we know about the human experience to understand why someone might behave the way that they do.

We can't control what people in this town say or do, but what I do expect of elected officials and town staff to do is believe people in their experiences, especially Black, Indigenous and people of colour. I heard that the police officer she told told her that racism didn't exist in Wolfville and did

nothing to help her feel safer in her home. And then I heard that the council member she told about both this and the assault, as well as her response to it was to suggest that the police officer wasn't in fact a police officer, and suggested that the RCMP was an innocent organization. Just a reminder that the RCMP was founded to control and eliminate Indigenous peoples in Canada, and that the police force in the United States was founded after the abolition of slavery to control freed slaves. Police as a concept, much less as an organization, in North America, are not innocent. George Floyd's death brought this all to foreground, and all over the world

The broader context of all this is that we are seeing a rise in white supremacy in North America. Just last month, about an hour from where I grew up, in rural Pennsylvania, a young Black Jamaican man was lynched on a hunting trip with 8-9 white friends. He had 9 bullet holes in his body. The growing threat to American democracy has everything to do with race and the fact that America (and Canada) were founded through the creation of the systems of racism and colonialism. These systems have never truly been dealt with and transformed. Voter suppression, gerrymandering, blocking social spending bills in the US etc is driven by white supremacy- to avoid giving power and wealth to everyone, to minorities. So, when we don't believe Black people when they tell us about their experiences, and ask how we can help, we are both denying foundational history, and throwing fuel on fires that are growing and are currently leading to death and loss of cherished systems such as democracy. Please watch this video of Kimberley Smith of Minneapolis shortly after George Floyd was murdered, explain with eloquence, passion, pain and justified, deeply human rage why we cannot judge responses of historical oppressed peoples in the ways we might judge other actions. [https://www.youtube.com/watch?v=llci8MVh8J4&ab\\_channel=CARJAMTV](https://www.youtube.com/watch?v=llci8MVh8J4&ab_channel=CARJAMTV)

Thank you for reading.

Emily LeGrand

--

Emily LeGrand (she/her)

### **Book & Document Indexer**

[Emilylegrand.com](http://Emilylegrand.com)

### **Climate Organizer**

<https://www.patreon.com/emilyclimateaction>

I am still learning about what it means to live and work on unceded Mi'kmaq territory.

**From:** [Laura Morrison](#)  
**To:** [Laura Morrison](#)  
**Subject:** FW: Winter Parking Ban  
**Date:** January 21, 2022 4:17:37 PM  
**Attachments:** [image0.png](#)

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**From:** Wendy Donovan <WDonovan@wolfville.ca>  
**Sent:** January 21, 2022 8:55 AM  
**To:** Ginny Point  
**Cc:** Town Council <towncouncil@wolfville.ca>; Compliance <compliance@wolfville.ca>  
**Subject:** Re: Winter Parking Ban

Thank You for your email Ginny, as well as your suggestions. While the Town has been vigilant in communicating the Winter Parking Ban, which is not the same as the snow parking ban, through various media, it is always helpful to consider other suggestions such as additional signage.

By using the Town Council email you have also reached our senior staff responsible for these issues. In particular our Traffic Authority and Director of Public Works Tim Bouter who may provide additional information.

The overnight winter parking ban is not unique to Wolfville and is found in most municipalities including HRM and Kentville. In municipalities where some older homes do not have individual driveways there are often other accommodations made.

For your future reference I am including the information published on the Town's website at the end of November last year. This policy is consistent with the NS Motor Vehicle Act.

I hope this information is helpful for future situations.

Sincerely

- TOWN COMMITTEES
- Bylaws & Policies ▾
- ▶ Notices
- Finance & Corporate Services
- Parks & Recreation ▾
- Planning & Development ▾
- Public Works & Services ▾
- Public Safety ▾
- Careers
- Contact Us
- Site Map

Published: Monday, 22 November 2021 12:01



The Winter Parking Regulations will be in effect from December 1, 2021 up to and including March 31, 2022 on all streets in the Town of Wolfville.

During this time, parking of vehicles on the streets of the Town of Wolfville is prohibited from 12:01 a.m. to 6:00 a.m. and from one hour after the start of a snowfall to two hours after the snowfall has stopped.

Physicians, fire and police officials are exempt from these Regulations while carrying out their official duties, as well as operators of commercial vehicles while loading & unloading. Any vehicle in violation of the Town of Wolfville Winter Parking Regulations will be towed at the expense of the vehicle owner, according to Section 139 of the Nova Scotia Motor Vehicle Act.

A copy of the Town of Wolfville Winter Parking Regulations will be on display at the Wolfville Town Hall (359 Main Street), the Wolfville RCMP Detachment (363 Main Street) and other public buildings within the Town of Wolfville. To view an electronic copy on the Town's website, please visit [www.wolfville.ca](http://www.wolfville.ca)

2021 11 08 Chapter 293 Winter Parking Ban



Back to Top

Mayor Wendy Donovan  
 Town of Wolfville  
 p [902-698-6342](tel:902-698-6342) | f [902-542-4789](tel:902-542-4789) |  
 e [wdonovan@wolfville.ca](mailto:wdonovan@wolfville.ca)

On Jan 20, 2022, at 10:58 AM, Ginny Point wrote:

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to complain about the lack of communication regarding the Winter Parking Ban in

Wolfville.

Last Thursday evening, Jan 13, I drove to my son's house on Sunset Terrace in Wolfville. I needed to spend the night there and take care of his kids while he drove someone to the airport in the very early morning.

I parked on the street. When I went out in the morning to take my grandchildren back to my house, my car was gone. At first I thought it had been stolen. So I called the RCMP to report a theft. They advised me that the car was not stolen; it had been towed away due to the winter parking ban. Clearly I did not know about the winter parking ban. Neither did my son, or any of the neighbours I spoke to that day. They were all shocked. There was no snow in the forecast that night, so it never occurred to me that parking would be a problem. I am always very careful not to park on the street when it is snowing, or when snow is forecast soon.

After the fact I looked on the Town of Wolfville website to see if there was any notice there. And finally found a brief reference to a winter parking ban in a past tweet from the town - but I had to look for it. And just now I did find it at the end of a very long email I received from the town in November about an upcoming budget meeting, but again, I had to scroll way down to the bottom of a long email. I own rental property in Wolfville, so I get emails periodically, including emails regarding tax bills etc.

When I called the tow truck company they said that it had been a very busy night towing cars due to the winter parking ban, and that it would be a few hours before they could tow the car back to me. When they finally towed my car back, I had a bill for approximately \$224.00

Clearly, if it was a busy night towing cars, there were a lot of other people in Wolfville who do not know about the ban.

So I am writing to complain about the situation and to make some suggestions:

- 1) Put signage up in numerous locations throughout town so that people will know about the ban.
- 2) Increase communication via all other means possible: print mail, email, street signage, large notices in the Grapevine, etc.
- 3) Put "Winter Parking Ban" in the subject of the emails or Tweets etc, so that people actually see it.
- 4) Increase street patrols at night in the winter to see how many cars there are on the street at night. If there are a lot of cars, increase communication re the ban.
- 5) Put a notice on each car for the first offense rather than tow it.
- 6) Reimburse car owners who were first time offenders so far this winter.

I spoke with the Compliance Officer following the event. He offered to take these concerns forward as well, and I have no quarrel with him. He acted very responsibly when I called to complain.

Thank you for your consideration of this matter.

Ginny Point



4) Reimburse people like me who were

**From:** [Joey Pittoello](#)  
**To:** [Town Council](#)  
**Subject:** Systemic Racism in Wolfville  
**Date:** February 9, 2022 9:17:17 AM  
**Attachments:** [image001.png](#)  
[Concerns about Racism Feb 9 2022.pdf](#)

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Councilors,

I am attaching a letter here on behalf of our co-op in relation to the recent article in the Halifax Examiner.

We look forward to your response.

Respectfully,

**Joey Pittoello** (He/Him)

Just Us! Coffee Roasters Co-op  
General Manager / Worker Member

Cell: 902-670-5599  
[joey@justuscoffee.com](mailto:joey@justuscoffee.com)

*Just Us! is located in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq People.*

---

11865 Highway 1  
Hortonville, Nova Scotia  
B4P 2R3

[www.justuscoffee.com](http://www.justuscoffee.com)



***Leading.  
Worker.  
Co-op.***



**Celebrating 25 years of more than just coffee**

11865 Highway 1  
Hortonville, NS B4P 2R3  
joey@justuscoffee.com



February 9, 2022

Town Council  
Town of Wolfville  
359 Main St.  
Wolfville, NS B4P 1A1

**RE: Systemic Racism in Wolfville**

Dear members of Wolfville Town Council:

We are writing as a Wolfville business, as community members, and as the employer of XXXXX, to bring to your attention our serious concern over the recent treatment of XXXXX at the local RCMP detachment and the subsequent response that XXXXX received from our mayor. We are sure that you are well aware of the recent article that brought these incidents to the general public's attention:

<https://www.halifaxexaminer.ca/featured/this-town-is-very-racist-african-student-in-wolfville-speaks-out-about-experience-with-rcmp-mayor-after-filing-complaint-about-an-assault/>

If Wolfville desires to be a safe, inclusive, and welcoming community to everyone then the Town has a lot of work to do. When a member of our community cannot even go to the police to report a concern, who will keep them safe? If that same community member's concerns are dismissed by our mayor, how will they ever feel like they belong in our community?

As a predominantly white organization, we at Just Us! certainly understand the challenges that come with attempting to unseat the deeply entrenched racism that exists in our culture and communities. The challenge starts with confronting that racism head on when it occurs. Taking a neutral approach or considering ourselves to be "better than that" will only serve to maintain the same level of inequity we've seen historically and see today. As Angela Y. Davis puts it: "In a racist society, it is not enough to be non-racist, we must be anti-racist."

As a local business, we want to see more people from equity-seeking communities living in our town, frequenting our business, and looking for jobs in our co-op. We want to see these people given the space to make their own contributions to our culture and our future as a community. Anti-racist work is what is required of all of us, and especially those of us in white bodies, to make that future community possible. What steps will the Town take to address systemic racism?

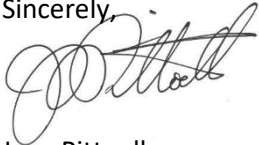
We want to be clear that the purpose of this letter is not to shame anyone. We do not believe that such behaviours lead to healthy relationships, nor do they lead to positive and long-lasting change. Shame and guilt are not helpful. The purpose is, however, to name these incidents as unacceptable and hold our community leaders accountable for acknowledging and learning from those mistakes so that Wolfville can be a place where *all* people feel welcome and a sense of belonging.

What happened to XXXX cannot be undone, but our questions for you, as members of Town Council, are:

- What will you do to address this with XXXXX?
- Will or can this be addressed with the RCMP officer that XXXXX encountered?
- Will visitors and community members have a safe way to report incidents like this one in the future and feel confident that they will be heard, and action will be taken?

We look forward to your response and welcome the opportunity to discuss this further.

Sincerely,

A handwritten signature in black ink, appearing to read "Joey Pittoello". The signature is stylized with cursive loops and a horizontal line across the middle.

Joey Pittoello  
Worker-member & General Manager  
Just Us! Coffee Roasters Co-op

**From:** [Krista Campbell](#)  
**To:** [Town Council](#)  
**Cc:** [info@newminas.com](mailto:info@newminas.com); [ROB@hantsport.ca](mailto:ROB@hantsport.ca); [nyla@annapolisvalleychamber.ca](mailto:nyla@annapolisvalleychamber.ca)  
**Subject:** Horton High School Prom initiative  
**Date:** February 1, 2022 9:13:52 AM

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Good morning all,

My name is Krista Campbell and I am a teacher at Horton High School. This year, a small collective of student groups, under my advisement, are beginning an initiative we are naming the 'Horton Pop-Up Prom shop'. We are looking to address issues often associated with the graduation season and the apparel issues involved. Social issues of sustainability, gender equity and social justice and access can be roadblock for student participation in graduation activities.

It is for these reasons that we wish to start the Pop-Up Shop.

We are hoping to solicit donations of prom/graduation apparel needs (dresses, suits, shoes and accessories) as well as garment racks, hangers and mirrors. One of the roadblocks at this time is the ability to collect donations - as we cannot permit donations to be dropped at the school due to current Covid restrictions. I am hoping there is a pathway in which we could reach out to a few local businesses willing to be a donation site. We are also hoping to advertise for potential donations.

If you have any questions or are interested in being involved, please connect with me.

Cheers and thanks for your time.

Krista campbell

**From:** [Laura Morrison](#)  
**To:** [Laura Morrison](#)  
**Subject:** FW: Solar / NSP Corp  
**Date:** February 2, 2022 9:55:39 AM

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**From:** Lindsey McKie  
**Sent:** January 31, 2022 3:28 PM  
**To:** Wendy Donovan <WDonovan@wolfville.ca>; kody.blois@parl.gc.ca  
**Cc:** Town Council <towncouncil@wolfville.ca>; keith@irvingmla.ca  
**Subject:** Solar / NSP Corp

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Hello All

It was with extreme dismay and unbelievable witness to corporate greed that I read the proposal from Nova Scotia Power regarding its intention to alter its practice of charging Solar customers for selling back to the power grid. There are many reasons for this proposal to be strongly opposed some of which are as follows:

1. There is a deep disincentive to pursue Solar energy with this proposal for both the customer and the Solar businesses involved. This alone stands against the TOW and the NS Govt and the Fed Govt who are on the record encouraging residents to adopt other renewable sources of energy. To allow this proposal to be accepted would be evidence that all these government agencies in fact are NOT supportive of their citizens AND evidence to show they are standing NOT with the tax payers & voters BUT instead side by side with the corporate agenda.

2. At some place either now or in the future the reality of the cheaper renewable sources of energy will need to be addressed with the current monopolizers of the energy (ie NSP in this case). The NSP has a lot of profit /money to lose in the face of their customers increasing power base.

The NSP will be constantly finding ways to make the customer pay so that they can continue to reap profit!

Our elected officials will need to address this issue at some point. The same applies to the oil & gas industry as customers start using electric/hybrid vehicles (hopefully supplied by their own solar power) those companies that supplied gas to the combustion engines will be a thing of the past.

Our leaders WILL be required to FACE these corporate entities if we as a society are going to move ahead.

Everything has its time and place and we must move on putting the needs of our population ahead of the corporate greed.

3. Nova Scotians have a right and responsibility to live a life with sustainability, cost saving and regard for the well being of our environment. At the same time our elected officials have the right & responsibility to stand with Nova Scotians in support of this sustainable future. And in fact our elected officials have asked the citizens to do so.

Citizens cannot be asked to proactively be energy conscious then turn around and be told that they will be penalized in order to do so- this is outrageous and entirely unethical.

4. Why would new customers be at less advantage to the older customers? The logic is that the cost of the grid is the same for either former or current users and the date on which a customer uses Solar is arbitrary. The penalty should be applied universally for all OR NOT AT ALL- if the penalty is accepted.

I think this example speaks to illogical reasoning of the proposal AND I suggest would be a deliberate attempt on behalf of NSP to split the strongest supporters of solar down the middle. So for instance , if current solar users continue to reap rewards why would they speak up for others not there yet. And I will add that it also splits these citizens down the socioeconomic divide that continues to widen. Because every person that I know that owns a home truly WISHES to be able to adopt solar power but simply cannot afford to do so yet. Another case of the rich getting richer.

I appeal to you, my elected officials , to stand in solidarity against this proposal.

Yours strongly,

Lindsey Ross-McKie

**From:** [Wendy Elliott](#)  
**To:** [Zackery Pate](#)  
**Cc:** [Town Council](#)  
**Subject:** Re: Judith Tod  
**Date:** January 20, 2022 9:09:36 PM

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Hello Zackery,

Sounds terrific, but I wonder if you might let us know what organization you represent. Are you the Zackery Pate involved with the Bat Box Project?

A little background please,

Wendy Elliott

Sent from my iPhone

On Jan 20, 2022, at 7:37 PM, Zackery Pate <zackpate13@gmail.com> wrote:

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Hi there,

We noticed that an award was given to Judith Tod, by the town of Wolfville in the past from her work with Syrian Refugees. We have been inspired by her work.

We hope to honor her efforts of inclusivity and were looking for her contact information!

Hoping you have an email or something where we could reach her.

Thanks,

Zackery