



Town Council Meeting

June 15, 2021

6:30 p.m.

Virtual Meeting Via Zoom

Agenda

Call to Order

1. Approval of Agenda

2. Approval of Minutes

- a. Town Council Meeting, May 18, 2021

3. Comments from the Mayor

4. 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.

5. Motions/Recommendations from Committee of the Whole, June 1, 2021:

- a. RFD 034-2021: Street Naming West End Lands
- b. RFD 033-2021: Indemnification and Legal Assistance Policy



6. New Business

- a. RFD 037-2021: Emergency Management Bylaw
- b. RFD 035-2021: One-Time Capital Grant Request – Devour!

7. Correspondence:

- a. Chrissy Hill – Property Tax Sale Inquiry
- b. Elisabeth Kusters – Boat Wreck
- c. Ian Armstrong – Vigil for Victims of Hate Crime
- d. Jane Cayford – Elderkin Pond and Pond View Park
- e. Karen MacWilliam – Traffic Parking & Other Issues – Seaview Avenue
- f. Minister of Environment – 60 Day Public Engagement Sustainable Development Goals Act and a New Climate Change Plan for Clean Growth
- g. Tracy Page – Sewage Odor
- h. William Spinks – MRF Geosystems Intro.

8. Adjournment to In-Camera under the Municipal Government Act Section 22(2)(c):

- a. WBDC Citizen Representative
- b. Personnel

9. Adjournment of In-Camera

10. Regular Meeting Reconvenes

11. Motion from In-Camera Meeting

- a. RFD 036-2021: Appointment of WBDC Citizen Representative

12. Regular Meeting Adjourned

REQUEST FOR DECISION 034-2021

Title: West End Street Naming
Date: 2021-06-01
Department: Planning and Development



SUMMARY

West End Lands Street Naming

The West End Development will be ramping up this spring and the first phase of construction includes a new street that will connect Hillcrest Avenue to Stirling Avenue. This street needs to be named as per Street Naming Policy No. 610-004. The other new Street (not extending the existing streets Hillcrest and Stirling) can also be named. These streets are shown on the map below.

WEST END LANDS DEVELOPMENT CONCEPT PLAN



As per our Street Naming policy – the Historical Society has provided recommendations (see details attached) including: WW1 matron Jessie Brown Jaggard; Nova Scotia’s unlikely war hero Mona Parsons; Bob Stead; Long time MP George Nowlan; and Kipawo for consideration by Council.

DRAFT MOTION:

THAT COUNCIL APPROVE NAMING THE NEW STREETS IN THE WEST END DEVELOPMENT, IDENTIFIED IN THIS REPORT, AS RECOMMENDED BY THE HISTORICAL SOCIETY AND IN ACCORDANCE WITH STREET NAMING POLICY NO. 610-004 AS “STEAD WAY” AND _____. (TBD by Council from options provided).

REQUEST FOR DECISION 034-2021

Title: West End Street Naming
Date: 2021-06-01
Department: Planning and Development



1) CAO COMMENTS

The CAO supports the recommendations of staff.

2) LEGISLATIVE AUTHORITY

New streets in the Town of Wolfville are to be named in accordance with Street Naming [Policy No. 610-004](#).

3) STAFF RECOMMENDATION

Staff recommend that Council approve naming the streets identified using the recommended names from the Historical Society, as per the Street Naming Policy. “Stead Way” was recommended for the Connection between Hillcrest and Stirling, running along the new neighborhood park. A recommendation for the other street was not provided but options included for Council’s consideration.

It should be noted that the focus for Council should be on a selection and Staff can work on a final name that would include street, avenue, way, drive, etc.

4) REFERENCES AND ATTACHMENTS

1. Street Naming [Policy No. 610-004](#)
2. Historical Society Email and Recommendations
3. West End Concept Plan (higher resolution)

5) DISCUSSION

The first phase of the West End Development will be ramping up this spring/summer and the Developers’ will soon be ready for the Town to accept new streets.

The Town’s Street Naming [Policy No. 610-004](#) requires that the Historical Society be contacted and asked to provide recommendations and a rationale/background (see attached). The names included in the attachment from the Historical Society are: WW1 matron Jessie Brown Jaggard; Nova Scotia’s unlikely war hero Mona Parsons; Bob Stead; Long time MP George Nowlan; and Kipawo.

The use of “Stead Way” for Bob Stead is recommended for the cross street between Hillcrest and Stirling. Options are provided for the other street running North-South parallel to Hillcrest and Stirling.

The focus for Council should be on the 2 names and we can look at the use of avenue, drive, street, way, etc once selections made. Depending on the intended housing types in Phase 3, another street may be named in the future (TBD).

REQUEST FOR DECISION 034-2021

Title: West End Street Naming

Date: 2021-06-01

Department: Planning and Development



6) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

See Street Naming Policy.

7) COMMUNICATION REQUIREMENTS

- Town GIS Department
- Public Works Department
- West End Developers

8) ALTERNATIVES

- That Council select one of the other names provided from the Historical Society as the street name.
- That Council send the request back to the Historical Society for other name suggestions.



POLICY

Street Naming

Street Naming	
Policy Number: 610-004	Supersedes Policy Number: Not Applicable
Effective Date: 2002-01-01	Approval By Council (Motion Number): 13-01-02

1.0 Purpose

To establish a process that the Town will use for the naming of streets.

2.0 Scope

This Policy is applicable for the Town Council of Wolfville when considering the naming of streets.

3.0 References

3.1 Nova Scotia Municipal Government Act (MGA)

4.0 Definitions

4.1 **Council** means the Town Council of the Town of Wolfville.

4.2 **Director** means the Director of Planning Services.

4.3 **Society** means the Wolfville Historical Society.

5.0 Policy

5.1 When the need arises for the naming of street the following process will be followed:

- The Director will communicate the request to the Society and invite them to provide their recommendation of a suitable name based on the background information details provided.
- The Society will provide their choice with a detail history and information in support of their recommendation.
- In making its recommendation the Society will consider the following:
 - Names of former Mayors of the Town
 - Names of families and or individuals of importance to the Town
 - Names of areas or landmarks of significance
 - Former street names.



POLICY

- The Society's recommendation will be forwarded to Council with an attached Request for Decision for Council's consideration and decision.

5.2 Minor Adjustments:

- Council on the recommendation of the Director may make minor changes to existing street names as deemed appropriate.

CAO

March 10, 2016

Date

Amanda Brown

From: bar kais <kaiserhallett@yahoo.ca>
Sent: May 17, 2021 5:07 PM
To: Devin Lake
Subject: Street names
Attachments: Street Name Recommendations May '21.docx

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 Devin --

Attached is background information for the recommendations that the WHS board of directors have made to the Town.

The names are in no particular order, although I think it's fair to say that the board felt it was time to honour the name of Bob Stead, and was of the opinion that "Stead Way" had a nice ring to it...

Regards,

Martin

Wolfville Historical Society

Street Name Recommendations : Background

May, 2021

WW1 matron Jessie Brown Jaggard

Not long ago Canada's ambassador to Greece laid a wreath to mark the 100th anniversary of the Gallipoli campaign and for the nurses who served and died in that segment of a long and deadly war.

Jessie Brown Jaggard is one of the names we read every Nov. 11, but her Wolfville connections were unknown until recently. She was born in Wolfville in 1873. Her father, MLA John L. Brown, built what is now Alumni Hall.

She graduated from the Seminary before training at Massachusetts General Hospital. She went on to become superintendent of a hospital near Philadelphia, married and had a son.

Four months after enlisting as a nursing sister, Jaggard succumbed to dysentery on Lemnos Island and died in 1915 with her 17-year-old son's photo in her hand.

Nova Scotia's unlikely war hero Mona Parsons

Mona Parsons was the only Canadian female civilian imprisoned by the Nazis in the Occupied Netherlands during World War II. She was found guilty of treason for helping downed Allied airmen escape to England. Upon appeal her death sentence was commuted to life at hard labour.

After a harrowing escape in March 1945, a chance encounter with the North Nova Scotia Highlanders three weeks later brought her to safety.

Parsons' wartime efforts garnered citations after the war from British Air Chief Marshall Lord Arthur Tedder, and from US General Dwight D. Eisenhower, but she was only recognized in Canada in 2017 with a sculpture at the Wolfville Post Office.

Parsons, actor, nurse, resistance fighter, was born in Middleton in 1901 and died in Wolfville in 1976

Bob Stead

Bob Stead, who served as mayor and a councillor in Wolfville for more than 20 years, died in 2014.

During his time in office Wolfville was the first municipality in Canada to ban smoking in vehicles when a child is present. He also opposed the use of non-commercial pesticides, which led to provincial legislation.

A Prince Edward Islander, who adopted Nova Scotia and the Annapolis Valley as home, he was the director of admissions at Acadia University. He always had the needs of students front and centre and as elected councillor and mayor, made Wolfville a leader amongst communities ensuring the well-being of citizens came first.

Long time MP George Nowlan

George Clyde Nowlan, 1898 – 1965, was an MP from 1948 - 1965 and a cabinet minister. He served as finance minister under John Diefenbaker.

In addition to serving as an MP, Nowlan was a soldier in the Canadian Expeditionary Force during WWI. After the war ended, he returned to the Annapolis Valley and attended Acadia, then studied law.

Nowlan was an MLA in the Nova Scotia Legislature in the 1920s, and was always known for his reputation as a hard worker, according to Wikipedia.

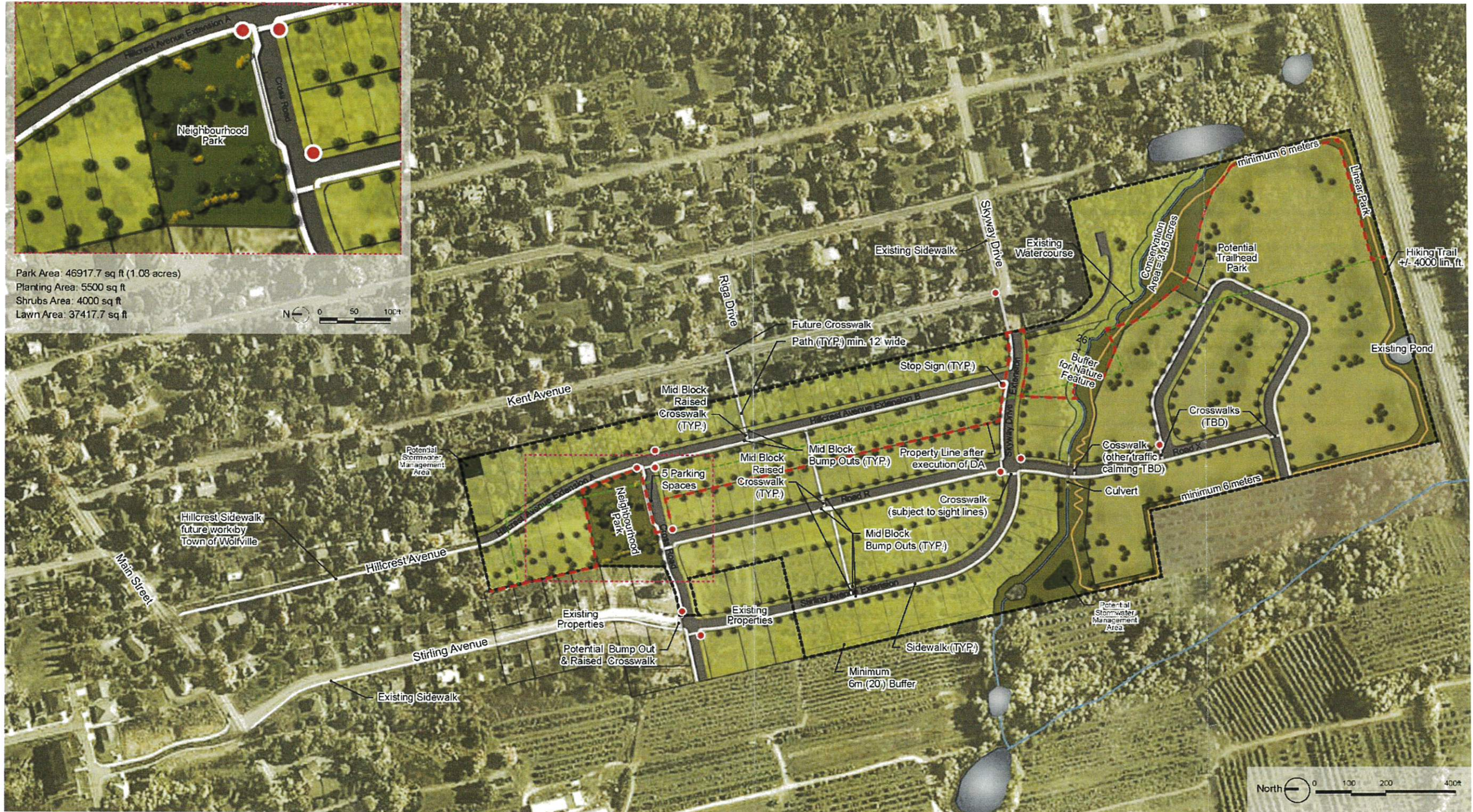
Kipawo

The MV Kipawo is an historic Canadian passenger and freight ferry built to operate in the Bay of Fundy. It also served in Newfoundland and inspired the creation of a theatre company. It was the 33rd and last ferry to provide service across the Minas Passage, a service provided since the Acadian era. The Kipawo was launched in 1924 and commissioned into service by the Dominion Atlantic Railway in 1926. The name comes from the first two letters of the three ports the Kipawo served: Kingsport, Parrsboro and Wolfville. The ferry was requisitioned by Royal Canadian Navy during WWII, later used as a tour boat.

The vessel was purchased in 1981 by the Kipawo Heritage Society of Wolfville and returned to Minas Basin in 1982. It was purchased by the Town of Parrsboro and remains in use while in drydock by the Ships Company Theatre.

WEST END LANDS DEVELOPMENT CONCEPT PLAN

SCHEDULE "B" – Conceptual Master Plan



REQUEST FOR DECISION 033-2021

Title: Indemnification and Legal Assistance

Date: 2021-05-18

Department: Office of the CAO



SUMMARY

Indemnification and Legal Assistance

The Town of Wolfville has drafted policy that seeks to enable the provision of legal assistance to Council members and staff in situations where they might be drawn into a legal action based on duties performed in good faith or, in situations where protection from harassment may be warranted.

Currently, both staff and members of Town Council have indemnification coverage through our insurance provider, but there is nothing available to assist staff or members of Council if they are impacted by harassment from external parties.

The Indemnification and Legal Assistance Policy will allow the Town, through direction of Council, to respond in a timely and measured way, when and if there is a need.

Council is also being asked to consider enrolling in the Employee Assistance Plan to allow for the provision of additional assistance, including mental health supports, if there is a need.

DRAFT MOTION:

That Council approve the draft Indemnification and Legal Assistance Policy as presented.

That Council approve the enrollment of Council members in the Employee Assistance Plan at a cost of \$3.62 per member, per month.

REQUEST FOR DECISION 033-2021

Title: Indemnification and Legal Assistance

Date: 2021-05-18

Department: Office of the CAO



1) CAO COMMENTS

The CAO supports the recommendations of staff.

2) LEGISLATIVE AUTHORITY

1. Nova Scotia *Municipal Government Act* (MGA)
2. Nova Scotia *Municipal Conflict of Interest Act* (MCIA)

3) STAFF RECOMMENDATION

Staff recommend the adoption of the draft Indemnification and Legal Assistance Policy

4) REFERENCES AND ATTACHMENTS

- Draft Indemnification and Legal Assistance Policy

5) DISCUSSION

Jurisdictional scan

A jurisdictional scan has shown that policy has been created for indemnification coverage in other municipalities, for example, in the Region of Queens Municipality (Oct. 2013) and it is worth noting that the Business Development Association is also covered by this policy. In Annapolis County (July 2017), there is a similar indemnification policy, which grants the CAO authority to make the decision for coverage.

Outside of Nova Scotia, the City of Toronto's policy was also reviewed, and used as a basis for the draft policy now before Council because of its specific indemnification coverage provided to members of Council. While the City of Toronto policy does not mention harassment, assistance may be provided for members of Council in cases of defamation (*Indemnification Policy for Members of Council*, July 2008). For legal assistance in cases not covered by indemnification insurance, a decision is made by Executive Committee and Council with a value limit of \$25,000.

While indemnification coverage is becoming a more of standard provision, with or without specific policy, legal assistance, in the case of harassment of Council members, is not yet common and no provision of legal assistance for such occurrences showed-up in a jurisdictional scan.

Council members are not "employees"

The Town of Wolfville has, since 2008, provided a workplace free from harassment and discrimination as per Policy 130-021, but members of Council are not covered by this policy because they are **not** deemed

REQUEST FOR DECISION 033-2021

Title: Indemnification and Legal Assistance

Date: 2021-05-18

Department: Office of the CAO



“employees,” nor is the Town considered their “workplace.” This is consistent across both the Province and the Country.

Policy considerations

This policy supports the Town in formalising the provision of indemnification coverage for Town employees and Council members (representatives) against claims that may arise from the good faith performance of their duties. Insurance currently covers this provision, but the policy clarifies use.

This policy will also provide legal assistance for both employees and members of Council if they choose to defend against harassment. **Legal assistance can include legal advice, letters, mediation, and litigation.** The inclusion of members of Council in this policy recognises the need to provide additional supports to Council members fulfilling their duties at a time when the harassment of public officials is becoming more common.

Members of Council are currently without protections of traditional workplace harassment coverage, so this policy allows Wolfville to take a bold step in providing legal assistance as needed to members of Council. As noted, no other policy providing this specific coverage could be found through a jurisdictional scan.

Because insurance does not provide coverage, there is a suggested limit of **\$20,000** and staff recommend keeping the process at the Council level, which is provided for in the presented policy.

It should be further noted that insurance coverage is not currently available to provide a defense against harassment so the total amount would come from the Town’s operational budget. Additionally, it should be noted that while Council maintains the ability to make determinations under the Policy, precedent will be set if this Policy is adopted, and Council grants this coverage to an employee or Councillor.

Based on discussion at Council, the cost of adding benefits for members of Council are noted below:

EAP is \$3.15 + 15% HST (\$3.62 total) monthly per councillor, fully paid by the Town.

For health and dental, 60% would be paid by the Town and 40% paid by the employee. There is no HST on these benefits.

	Single Coverage	Family Coverage
Health	143.04	340.50
Dental	41.18	106.25

6) FINANCIAL IMPLICATIONS

REQUEST FOR DECISION 033-2021

Title: Indemnification and Legal Assistance

Date: 2021-05-18

Department: Office of the CAO



Where applicable, Indemnification is covered through the Town's insurance at this time.

Should this policy be adopted, in the event an employee or representative becomes a victim of harassment or discrimination and decides to retain counsel independently to institute legal proceedings against the perpetrator(s), Council may provide direction that said employees or representative may be reimbursed for legal expenses to a maximum of **\$20,000** where reimbursement of funds is warranted upon consideration of all the circumstances.

The Town Council may, in its sole discretion, put such limits and/or terms upon the reimbursement as it deems fit.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

- **Social Equity:**

It is both fair and reasonable for members of staff and Council, acting in good faith, to be provided with indemnification coverage. Additionally, by taking a proactive stance to support staff and members of Council against harassment through the provision of legal assistance, this policy ensures equal support and protection through the removal of personal financial burden to both employees and members of Council.

- **Community Wellness:**

Supporting both staff and members of Council with indemnification protection builds trust in the team that operates and governs the Town of Wolfville by placing a focus on our commitment to act in good faith. With the added provision of legal assistance for any member of Council or staff experiencing harassment, the Town of Wolfville will be able to mitigate the impact and harms of harassment.

8) COMMUNICATION REQUIREMENTS

Internal communications will include a review of how staff and members of Council can report incidents.

9) ALTERNATIVES

To not adopt the draft Indemnification and Legal Assistance Policy, or to adopt it with changes. Changes could include such sections as the upper dollar limit of support.

Indemnification and Legal Assistance Policy

1.0 Purpose

To establish a Policy that permits the Town to provide indemnification to Town employees and representatives for liabilities arising out of the good faith performance of their duties for the Town.

The Town of Wolfville is committed to:

- Promoting an environment in which its employees and representatives may perform their duties without concern of civil or criminal liabilities arising from the good faith performance of those duties
- Protecting the Town's interests in relation to potential or actual liability arising from the acts or omissions of an employee or representative
- Providing an environment in which its employees and representatives are protected from discrimination and/or harassment

2.0 Scope

This policy is applicable to all Town employees and representatives. This policy does not apply to allegations or complaints of discrimination or harassment by a Town employee or representative against another Town employee or representative.

3.0 References

- 3.1 *Nova Scotia Municipal Government Act (MGA)*
- 3.2 *Nova Scotia Municipal Conflict of Interest Act (MCIA)*

4.0 Definitions

4.1 EMPLOYEE OR REPRESENTATIVE

All direct employees of the Town as well as all Town Council members.

4.2 DUTIES

The employee's work as defined within their respective job description and/or other tasks or actions that are authorized by the employee's manager/supervisor. The representative's actions in carrying out their mandate as authorized by Bylaw, Policy, Resolution or otherwise under the MGA.

4.3 GOOD FAITH

The carrying out of one's duties which are performed honestly, openly and without malice or ulterior motive, even if the performance is done negligently or results from an error in judgment.

4.4 INDEMNIFICATION

Compensation to or on behalf of an employee or representative for legal fees and/or financial losses incurred by them in respect of civil, criminal or administrative actions or proceedings to which they become a party as a result of carrying out their duties.

4.5 HARASSMENT OR DISCRIMINATION

This Policy only applies to harassment or discrimination perpetrated by non-Town employees or representatives. Harassment includes criminal harassment, sexual harassment as defined under the Nova Scotia *Human Rights Act* (HRA) and conduct prohibited under the Nova Scotia *Intimate Images and Cyber-protection Act*. Discrimination means discrimination as defined under the HRA.

4.6 LEGAL ASSISTANCE

The provision of legal representation and advice by the Town or another approved outside legal counsel.

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5.0 Policy

5.1 CRITERIA

Employees or representatives who meet all of the following criteria may be eligible for indemnification and/or legal assistance:

- the employee or representative's actions or omissions at issue were within the scope of their duties and authority
- the employee or representative acted in good faith
- if applicable, the employee or representative reasonably believed that their conduct at issue was lawful
- if applicable, the employee or representative became a victim of harassment or discrimination in connection with their role with the Town or the carrying out of their duties.

5.2 NOTIFICATION AND DETERMINATION OF ELIGIBILITY

In order to be eligible for indemnification and/or legal assistance, employees or representatives must inform the Town CAO at the earliest opportunity after experiencing discrimination of harassment or becoming aware of any alleged act or omission arising during the course of their duties that may give rise to the need for legal counsel or to a claim against them or the Town. In the case of a claim against the employee or representative, the notification must include details identifying:

- Relevant and related events
- A description of the incident / event
- A list of persons who are directly involved and/or potential witnesses
- Details regarding charges (or accusations) against the employee
- Any actions taken to correct the situation

The CAO will inform Town Council. The Town Council shall, on an *in camera* basis, determine whether the employee or representative meets the requirements of this policy for indemnification and/or legal assistance, whether indemnification and/or legal assistance will be provided, and if so, the terms of the indemnification and/or legal assistance. In the event a member of Council is the party seeking indemnification and/or legal assistance, the provisions of the MCIA shall be observed.

5.3 PROVISION OF LEGAL ASSISTANCE

Employees and representatives may be eligible to receive legal assistance under certain circumstances, which include the following:

- They are charged with a criminal or provincial offence
- They may be subject to a penalty, including an administrative penalty.
- They are sued or threatened with a civil action
- They are required to be a witness at a trial as a result of a work-related duty
- They are required to appear before a judicial inquiry or other inquests
- They are interviewed by the police or other authorities in circumstances that may lead to charges against the Town
- They are subject to disciplinary proceedings of their professional organization for issues related to professional conduct during the course of their duties
- They are a victim of harassment or discrimination

If legal assistance is to be provided, the Town solicitor or approved legal counsel for the Town will normally provide such assistance.

If the provision of outside counsel is approved in accordance with this Policy, conditions regarding payment such as maximum reimbursement will be determined by Town Council on an *in camera* basis.

Employees and representatives are responsible for cooperating with assigned legal counsel.

Employee or representatives who are approved for legal assistance in accordance with this Policy may choose to obtain outside legal counsel at their own discretion and at their own expense. If an employee or representative wishes to decline representation by the Town, a written confirmation must be submitted.

The Town shall have conduct of any proceedings for which legal assistance has been provided under this policy.

The Town reserves the right to recover any indemnification or other costs by way of subrogation or other avenues.

Any decision to provide indemnification to an employee under this policy does not preclude a department from taking disciplinary or administrative action against the employee or representative if appropriate.

5.4 REIMBURSEMENT

In the event an employee or representative becomes a victim of harassment or discrimination and decides to retain counsel independently to institute legal proceedings against the perpetrator(s), upon the approval of Council acting *in camera*, employees or representatives may be reimbursed for legal expenses to a maximum of \$20,000 where reimbursement of funds is warranted upon consideration of all the circumstances.

The Town Council may, in its sole discretion, put such limits and/or terms upon the reimbursement provided in this section 5.4 as it deems fit.

5.5 CONTRAVENTION OF THE MCIA

No indemnification or legal assistance will be provided to an employee or representative in respect of an allegation that they contravened the MCIA.



Indemnification and Legal Aid	
Standard Operating Procedure 130-817	Supersedes SOP No. Not Applicable
Effective Date	Approved by Management on 2021-06-10

1.0 Purpose

To explain the activation process outlined the indemnification and legal aid policy.

2.0 Scope

This policy applies to all Town employees, elected officials and any other authorized persons, who require indemnification coverage or who require legal assistance because of harassment from external persons, relating to duties performed in good faith.

2.1 Criteria

Employees or representatives who meet the following criteria will be eligible for indemnification and/or legal representation:

- a) the employee or representative's actions or omissions were within the scope of their duties and authority
- b) the employee or representative acted in good faith
- c) if applicable, the employee or representative reasonably believed that their conduct was lawful
- d) if applicable, the employee or representative became a victim of harassment or discrimination in connection with their role with the Town or the carrying out of their duties.

3.0 References

3.1 Nova Scotia Human Right's Act

3.2 Nova Scotia Intimate Images and Cyber-protection Act



4.0 Definitions

- 4.1 **“harass”** means to engage in a course of vexatious conduct or comment that is known or ought reasonably to be known to be unwelcome.
- 4.2 **“sexual harassment”** means (i) vexatious sexual conduct or a course of comment that is known or ought reasonably to be known as unwelcome, (ii) a sexual solicitation or advance made to an individual by another individual where the other individual is in a position to confer a benefit on, or deny a benefit to, the individual to whom the solicitation or advance is made, where the individual who makes the solicitation or advance knows or ought reasonably to know that it is unwelcome, or (iii) a reprisal or threat of reprisal against an individual for rejecting a sexual solicitation or advance.
- 4.3 **“cyber-bullying”** means an electronic communication, direct or indirect, that causes or is likely to cause harm to another individual’s health or well-being where the person responsible for the communication maliciously intended to cause harm to another individual’s health or wellbeing or was reckless with regard to the risk of harm to another individual’s health or well-being, and may include (i) creating a web page, blog or profile in which the creator assumes the identity of another person, (ii) impersonating another person as the author of content or a message, (iii) disclosure of sensitive personal facts or breach of confidence, (iv) threats, intimidation or menacing conduct, (v) communications that are grossly offensive, indecent, or obscene, (vi) communications that are harassment, (vii) making a false allegation, (viii) communications that incite or encourage another person to commit suicide, (ix) communications that denigrate another person because of any prohibited ground of discrimination listed in Section 5 of the Human Rights Act.

5.0 Procedure

- 5.1 **Initiation**
Once the employee, member or representative is aware of an issue, the CAO, or designate, must be notified.
- 5.2 Employee or member of Council will be encouraged to connect with the EAP to access supports.
- 5.3 **Report to insurer**
Matters requiring activation of indemnification coverage will be reported to the Municipal insurer by the Director of Finance.
- 5.4 **Access to legal aid**
In cases of harassment, where there is a desire to access legal aid, the CAO will gather the following information:



- a) Evidence that the individual (not their ideas/decisions) is being targeted
- b) Evidence that the individual is being targeted because of work carried out in good faith, within the scope of their duties
- c) Evidence of steps the individual has taken to inform the harasser that the behaviour is not welcome
- d) Details of report to police, if any
- e) The CAO will bring the details to an *in camera* session of Council for consideration of legal aid.

6.0 Independent Counsel

In the event an employee or representative becomes a victim of harassment or discrimination and decides to retain counsel independently to institute legal proceedings against the perpetrator(s), upon the approval of Council acting *in camera*, employees or representatives may be reimbursed for legal expenses to a maximum of \$20,000 where reimbursement of funds is warranted upon consideration of all the circumstances.

7.0 Approval Process

7.1 Activation

If Council provides direction to activate legal aid, the CAO will refer the individual to a legal representative for an opinion

7.2 Updates

Updates will be provided directly to the CAO with confidentiality being honoured through the process

8.0 Exemptions

No indemnification or legal assistance will be provided to an employee or representative in respect of an allegation that they contravened the Municipal Conflict of Interest Act.

A handwritten signature in blue ink, appearing to read 'Mun Braun', is written over a horizontal line.

CAO

2021-06-10

Date

REQUEST FOR DECISION 037-2021

Title: Emergency Management Bylaw

Date: 2021-06-15

Department: Office of the CAO



SUMMARY

Emergency Management Bylaw

This section will contain the summary of the content in the RFD including the summary of financial implications and proposed recommendation by staff.

DRAFT MOTION:

That Council give first reading to the attached Emergency Management Bylaw.

REQUEST FOR DECISION 037-2021

Title: Emergency Management Bylaw
Date: 2021-06-15
Department: Office of the CAO



1) CAO COMMENTS

It is recommended that Council give first reading to the attached Emergency Management Bylaw. This Bylaw will enable the partnering municipalities to update the now-expired Inter-Municipal Services Agreement (IMSA) in accordance with soon-to-come recommendations from the IMSA Working Group. It will also enable the partnering municipalities to request the Minister that Kings REMO be designated as a municipality for the purpose of the Nova Scotia Emergency Management Act, Section 9(b), which will enable the Kings County Regional Emergency Management Advisory Committee to approve Emergency Management Plans.

2) LEGISLATIVE AUTHORITY

- Intermunicipal Service Agreement Working Group Meeting, Friday, May 28, 2021
- [Nova Scotia Emergency Management Act](#)

3) STAFF RECOMMENDATION

Refer to CAO comments.

4) REFERENCES AND ATTACHMENTS

1. Draft Emergency Management Bylaw

5) DISCUSSION

The attached draft Emergency Management Bylaw enables the partnering municipalities to enter into a revised IMSA for Regional Emergency Management and will enable REMO, once Ministerial approval is given, to approve Emergency Management Plans. It will also allow REMO to act under Section 15(1)(b) of the Emergency Management Act if a State of Local Emergency is declared.

It is anticipated that the IMSA Agreement itself will include further details on the following:

- Section on the Regional Emergency Management Advisory Committee
- Section on the Regional Emergency Management Coordinator
- Section on the Regional Emergency Management Planning Committee

It should be noted that while a draft IMSA has been under discussion since the expiry of the IMSA that enabled the two-year REMO pilot project, that it has been decided that the draft agreement will not move forward for consideration until the IMSA Working Group has completed its work and has a recommendation on structure. The approval of the Bylaw will enable all four partners to move forward with the IMSA once that structure is determined and any changes to the working draft agreement are made.

REQUEST FOR DECISION 037-2021

Title: Emergency Management Bylaw
Date: 2021-06-15
Department: Office of the CAO



To summarize, the next steps will be as follows:

1. Submission of REMO Bylaws to Municipal/Town Councils for approval (in progress)
2. Submission of letter to Minister Maguire for consideration in designating Kings REMO as a municipality for the purpose of the Nova Scotia Emergency Management Act, Section 9(b).
3. Submission of Kings REMO Inter-Municipal Service Agreement (IMSA) to Councils for approval.

It should be noted that while a formal IMSA is currently not in place, Wolfville continues to serve as the Host Unit for REMO until such time as a new agreement is finalized. All partners are continuing to participate under the terms and conditions of the expired agreement.

6) FINANCIAL IMPLICATIONS

There are no financial implications to the approval of the Bylaw. Financial implications of Wolfville's participation in REMO will be outlined in the agreement when it comes to Council for consideration.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

Reference the appropriate strategic directions from the 2021-2025 Strategic Plan:

- Community Wellness – REMO maximizes resources to support the community in times of emergency.

8) COMMUNICATION REQUIREMENTS

The decision of Council will be communicated to the other partnering municipalities in REMO.

9) ALTERNATIVES

That Council not give first reading to the attached Bylaw.

The Council of the Town of Wolfville pursuant to section 10(1)(a) Emergency Management Act, S.N.S. 1990, c.8, enacts as follows:

SHORT TITLE

1. This By-law may be cited as the Emergency Management By-Law

INTERPRETATION

2. In this By-law,
 - (a) **Act** means the Emergency Management Act, S.N.S. 1990, c.8;
 - (b) **Agreement** means an Agreement entered into pursuant to section 10(1)(c) of the Act, and section 60 of the *Municipal Government Act* among the Municipality of the County of Kings and the Towns of Kentville, Wolfville and Berwick;
 - (c) **CAO** means Chief Administrative Officer of the Town of Wolfville in accordance with the MGA;
 - (d) **Council** means the Council of the Town of Wolfville;
 - (e) **Councillor** means a member of the Town of Wolfville Council;
 - (f) **Emergency** means a present or imminent event in respect of which the Minister or a municipality, as the case may be, believes prompt co-ordination of action or regulation of persons or property must be undertaken to protect property or the health, safety or welfare of people in the Province;
 - (g) **Mayor** means the Mayor of the Town of Wolfville;
 - (h) **MGA** means the *Municipal Government Act*, S.N.S., 1998 c.18, as amended;
 - (i) **Town of Wolfville** means the Town of Wolfville;
 - (j) **Emergency Management Advisory Committee** means the Advisory Committee established pursuant to s. 10(1)(d) of the Act;
 - (k) **Emergency Management Coordinator** means the person appointed by Council to coordinate plans and responses related to an Emergency;
 - (l) **Emergency Management Organization** means the organization required pursuant to s. 10(1)(b) of the Act;

- (m) **Emergency Management Planning Committee** means a committee comprising public sector staff and not-for-profit personnel with a mandate to assist the Emergency Management Coordinator and the Emergency Management Advisory Committee;
- (n) **Emergency Management Plans** means plans, programs or procedures prepared by the Emergency Management Organization that are intended to mitigate the effects of an emergency or a disaster and to provide for the safety, health or welfare of the civil population and the protection of property in the event of such an occurrence, as set out in clause 2(d) of the Act; and
- (o) **State of Local Emergency** means a state of local emergency declared by the Town of Wolfville pursuant to the Act and enabled regulations, and this By-law.

DECLARING A STATE OF LOCAL EMERGENCY

- 3. In accordance with the Act, Council may declare a State of Local Emergency when satisfied that an Emergency exists or may exist in all or any area of the Town of Wolfville.
- 4. If Council is unable to act promptly per section 15 of the Act, the Mayor may declare a State of Local Emergency.

LOCAL AND REGIONAL EMERGENCY MANAGEMENT

- 5. In accordance with s. 10 of the Act and with this By-law, the Town of Wolfville may enter into an Agreement with the [Municipality of the County of Kings and the Towns of Berwick, and Kentville] to form a Regional Emergency Management Organization (REMO). With an Agreement in effect, a Regional Emergency Advisory Committee shall act in the stead of the Town of Wolfville's Emergency Advisory Committee. Similarly, a Regional Emergency Management Planning Committee and a Regional Emergency Management Coordinator will act in place of a Municipal Committee and Coordinator.
- 6. An Emergency may be declared a State of Local Emergency by the Council or by the Mayor in accordance with the Act regardless of whether the State of Local Emergency is exclusive to the Town of Wolfville.
- 7. The Chief Administrative Officer shall appoint a [municipal] staff member to serve as a [municipal] liaison to the Regional Emergency Management Planning Committee.
- 8. Once the State of Local Emergency is declared, and when the declared State of Local Emergency involves two or more of the parties to an Agreement, the Mayor shall authorize REMO to act in their stead during the declared State of Local Emergency per subsection 15(1)(b) of the Act,.
- 9. When there is an Agreement in effect, and when the declared State of Local Emergency is exclusive to the Town of Wolfville, the Mayor shall authorize REMO to act in their stead during the declared State of Local Emergency per subsection 15(1)(b) of the Act.

10. Cost-recovery policy under REMO shall be detailed in the Agreement.

REGIONAL EMERGENCY MANAGEMENT ORGANIZATION AGREEMENT

11. The Council hereby authorizes the establishment of a REMO pursuant to an Agreement per section 10 of the Act.
12. Without limitation, an Agreement shall contain provisions respecting:
- (a) the composition and role of a Regional Emergency Advisory Committee;
 - (b) the terms of engagement and responsibilities of a Regional Emergency Management Coordinator; and
 - (c) the composition and role of a Regional Emergency Management Planning Committee.

DUTIES DURING AN EMERGENCY

13. Following the activation of any Emergency Plan or a declaration of a State of Local Emergency:
- (a) Every Councillor shall advise the Mayor as to their location and how they may be contacted;
 - (a) Every employee and agent of the Town of Wolfville who has a role in such emergencies as assigned in the Emergency Management Plans, shall:
 - i. Advise the Emergency Management Coordinator or the Regional Emergency Management Coordinator, as the case may be, of their location and how they may be contacted; and
 - ii. Fulfill such duties as may be prescribed by the Emergency Management Coordinator or the Regional Emergency Management Coordinator, as the case may be.

REPEAL

14. Town of Wolfville By-laws 57 (Emergency Measures) and 86 (Regional Emergency Management) are repealed and replaced by this By-law.



Clerk's Annotation for Official By-law Book

Date of first reading: _____

Date of advertisement of Notice of Intent to Consider: _____

Date of second reading: _____

Date of mailing to Minister a certified copy of By-law: _____

Date of Ministerial approval (s. 10 (1) (a) of the Act): _____

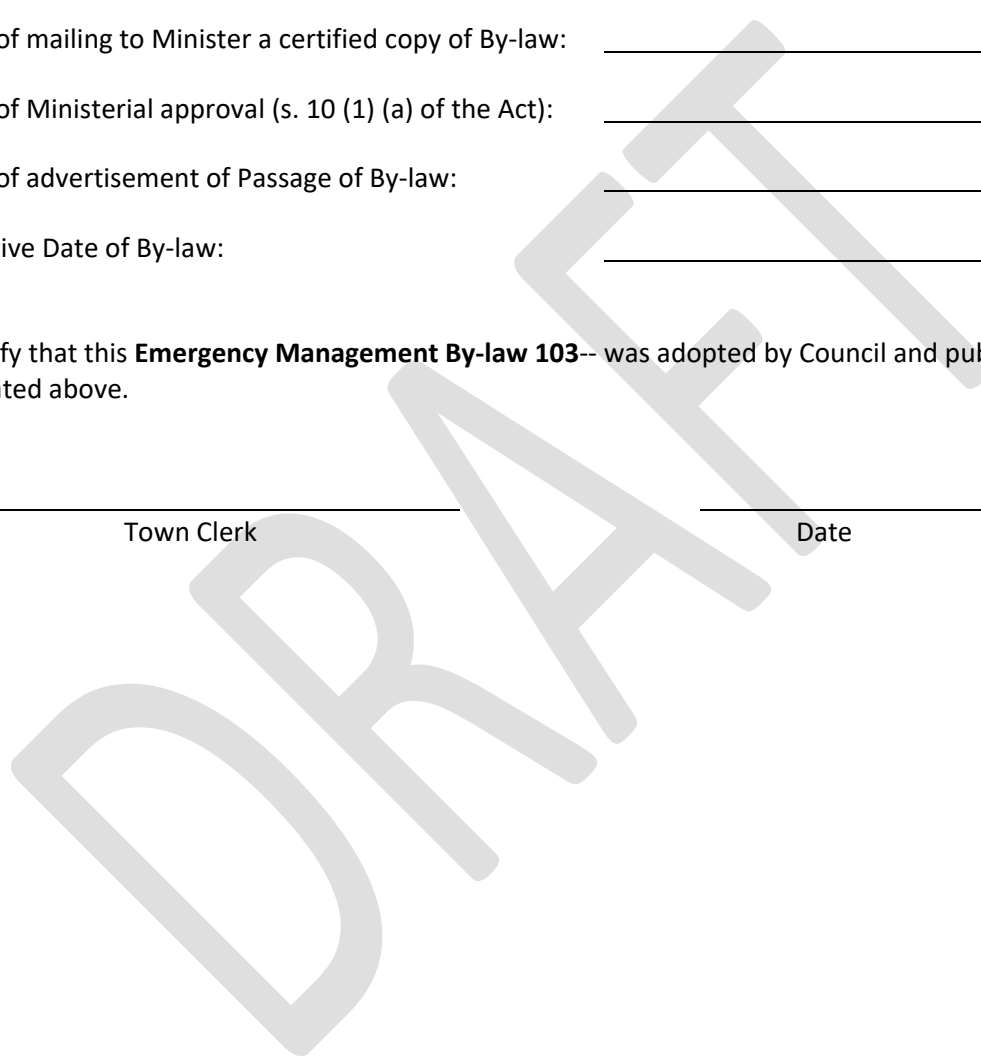
Date of advertisement of Passage of By-law: _____

Effective Date of By-law: _____

I certify that this **Emergency Management By-law 103--** was adopted by Council and published as indicated above.

Town Clerk

Date



REQUEST FOR DECISION 035-2021

Title: Slow Motion Food Film Fest Society MOU

Date: 2021-06-09

Department: Parks and Recreation



SUMMARY

Slow Motion Food Film Fest Society (Devour) - One Time Capital Request MOU

Slow Motion Food Film Society (Devour! The Food Film Fest) is seeking financial support in the amount of \$100,000 to renovate and operate a facility in Wolfville. Details of this facility and business plan were outlined in an earlier Request for Decision number 004-2021.

Council asked staff to work to develop a Memorandum of Understanding (MOU) with Devour to ensure public access and use of space was appropriate to the request.

The motion listed below, if approved, would provide the Slow Motion Food Film Society with the request capital grant in the amount of \$100,000.00.

DRAFT MOTION:

That Council approve the attached MOU and direct the CAO to sign and execute this agreement.

REQUEST FOR DECISION 035-2021

Title: Slow Motion Food Film Fest Society MOU

Date: 2021-06-09

Department: Parks and Recreation



1) CAO COMMENTS

Over the past few years, Council has made it a practice to execute MOU's with organizations that receive significant grant contributions from the Town. This practice ensures that it is clear from the beginning what the expectations for both the Town and the grant recipient are. In the case of the Slow Motion Food Film Fest Society grant, Council felt that public access to the space was a priority.

With the inclusion of a large publicly accessible deck space as part of the development, it is felt that this goal of Council has been achieved.

2) LEGISLATIVE AUTHORITY

MGA 65 au (V)

Town Policy 710-003 Grants to Organizations

3) STAFF RECOMMENDATION

Staff do not provide recommendations related to one-time capital grants requests.

4) REFERENCES AND ATTACHMENTS

- a. Memorandum of Understanding (MOU) – attachment A.
- b. Request for Decision 004-2021 – attachment B.

5) DISCUSSION

Since the onset of this request, Council has made public access and the public benefit of this request a priority and their guiding light to assist them in reaching a decision. There has been recognition by Council that this is a significant request of public funds.

Although the discussion of directly linking a portion of the funding to a large publicly accessible deck on the North side of the building was not at the forefront of earlier discussions it seems to address an area of concern around public benefit and public access. It should also be recognized that the portion of funding reserved for the deck would not be the total cost and represent a share of the total cost, with the rest coming from Devour and or through additional grant funding. The Town of Wolfville is working with Devour to submit a grant application to assist in funding this space.

In conversations with the Director of Planning and Development, in incorporating the deck into our forward-thinking risk management planning, a situation has emerged to create space for public use and start the process of flood risk mitigation.

REQUEST FOR DECISION 035-2021

Title: Slow Motion Food Film Fest Society MOU

Date: 2021-06-09

Department: Parks and Recreation



The original RFD 004-2021 speaks to the benefits that the new Devour! Studio will afford Wolfville and surrounding areas. The development of such a site speaks directly to the type of community Wolfville is working hard to develop:

Devour! Studios is conceptualized as multi-tenant, multipurpose permanent home for Devour. A space to host, entertain, educate, and promote. Promotions which are not only limited to that of the Town, but of the surrounding agri-food sectors and tourism more broadly. (Taken from original RFD)

And

The Devour Studios will contribute directly to improving the quality of life for all citizens of Wolfville by creating a cultural, placemaking and economic hub in the center of Town. It will expand the capacity of the town to offer myriad new opportunities for leisure, culture and recreation and educational activities. (Taken from application for funding)

6) FINANCIAL IMPLICATIONS

None provided here, covered under previous report. See attachment B.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

None provided here, covered under previous report. See attachment B.

8) COMMUNICATION REQUIREMENTS

Based on Council's preference and working with the Office of the CAO, a communication plan will be developed.

9) ALTERNATIVES

- Council does not approve the motion.
- Council can adjust the amount of funding they are willing to provide.

REQUEST FOR DECISION 035-2021

Title: Slow Motion Food Film Fest Society MOU

Date: 2021-06-09

Department: Parks and Recreation



10) ATTACHMENTS

See attachments A and B

A) Memorandum of Understanding:

MEMORANDUM OF UNDERSTANDING made this ___ day of _____, 2021.

BETWEEN:

Town of Wolfville (“Wolfville”)

OF THE FIRST PART

AND

Slow Motion Food Film Fest Society (“Devour!”)

OF THE SECOND PART

WHEREAS Devour! is working towards creating Devour! Studios, a world-class event and programming space in the core of downtown Wolfville;

AND WHEREAS Wolfville and Devour! recognize the importance of the provision of facilities to members of the public, and wish to work together to make available such facilities;

AND WHEREAS Wolfville has agreed to provide funding in the amount of \$100,000 to Devour!, to be designated towards the costs of renovations and the opening and making ready of the Devour! Studios space for the 2021 Devour! The Food Film Fest, and towards the cost of constructing a large deck on the north side of the building at 360 Main Street, Wolfville, for use of the patrons of Devour! and for use of the general public;

AND WHEREAS Wolfville and Devour! wish to create a transparent governance mechanism to ensure that the facilities at Devour! are used safely and with fair access to all parties;

THEREFORE, in consideration of the covenants and agreements contained in this Memorandum of Understanding, the parties agree as follows:

1.0 PURPOSE

1.1 The purpose of this Memorandum of Understanding is to ensure a clear, transparent, and mutually agreeable funding agreement is in place to govern issues related to Devour!’s use of funds provided by Wolfville for the purpose of renovating and opening Devour! Studios to be located at 360 Main Street Wolfville. Devour! Studios is the multi-purpose permanent home of Devour! The Food Film Fest, and in addition provides space designed to host large events, culinary and arts education, cultural celebrations, and production and office space for the music, film, and arts community.

Devour! is a non-profit society registered under the Nova Scotia Societies Act and is a registered charity with CRA Charitable Status Registration Number 82909 4135 RR0001. Devour!'s contact is Michael Howell, 40 Belcher Street, Kentville NS.

1.2 This Memorandum of Understanding will aid in strengthening the partnership between these two organizations to promote community use of the Devour! Studios facility, including the addition of any future space (indoor or outdoor) that may be developed at the site.

2.0 RESPONSIBILITIES AND EXPECTATIONS OF DEVOUR!

2.1 Devour! shall:

- (a) Use \$50,000 of the \$100,000 provided by the Town under this Memorandum of Understanding toward payment of the capital costs of the renovations to 360 Main Street, Wolfville, as described in the document entitled "Devour! Studios – A Centre for Culinary and Cultural Innovation – Business Plan" submitted by Devour! with its application to Wolfville for this funding (the "Renovations").
- (b) Use the other \$50,000 of the \$100,000 provided by the Town under this Memorandum of Understanding toward payment of the capital costs of constructing a large deck on the north side of the building at 360 Main Street for use of the patrons of Devour! and for use of the general public (the "Deck").
- (c) Once the Renovations are completed, make the Devour! Studio's space (excepting private office space, rented space, or production space) open to the general public during regular business hours and any other hours that Devour! Studios is open for business.
- (d) Once construction of the Deck is complete, make the Deck open to the general public.
- (e) Permit groups and organizations to book the facilities in the Devour! Studios space through a rental agreement. To the extent possible, Devour!, through its insurance coverage, will provide insurance coverage to users of the facilities.
- (f) Establish rental rates for the facilities in the Devour! Studios space on a sliding scale, with rates for local community, not-for-profit groups discounted from the rates charged to corporate and institutional users. Rental rates will be posted and made available to interested groups. Events and facilities booked by Wolfville will receive a preferred rate of 50% off the lowest established rate. The maximum number of events available at a preferred rate for events and facilities booked by Wolfville is four events per calendar year.
- (g) Once each year, provide free of charge to Wolfville the use of the event space and supporting services (bar, kitchen, stage and technology) to host a fundraising event for the Mudley Fund, with all funds raised at the event directed to that Fund. The costs of any

food, beverages and staffing will be negotiated at the time of planning the event, but will not exceed the amounts normally charged by Devour!.

- (h) As part of the Renovations, construct one fully equipped universal washroom on the main floor that meets CSA B651-18 standards and include adult changing tables and emergency call systems. This washroom must be open and available for use by the general public during regular business hours and any other hours that Devour! Studios is open for business. Devour! must install wayfinding and signage for this washroom as required. This washroom is in addition to any other accessible washrooms required in the Devour! Studios space.
- (i) Maintain a minimum of two fully accessible parking spaces in the parking lot. Proper sizes and signage is required (refer to CSA B651-18 for standards) for each of these spaces.
- (j) Communicate to Wolfville any changes to schedules or cancellations of the Renovations.
- (k) Acknowledge Wolfville's support publicly through a permanent plaque or signage in the Devour! Studios space, or through such other means as Wolfville and Devour! agree.
- (l) Commence the Renovations in calendar year 2021 as soon as all permits, licenses and approvals from funding partners have been secured. Should Devour! be unsuccessful in securing the necessary funding or construction permits required, Devour! must return the \$50,000 for the Renovations to Wolfville upon demand.
- (m) Complete a substantial proportion of construction of phase one of the Renovations by October 20, 2021 in time to host the Devour! The Food Film Fest and complete all Renovations by December 31, 2022. Wolfville may, in its sole discretion, extend these deadlines. If all of the Renovations are not completed by December 31, 2022 (or such later date as agreed to by Wolfville), Devour! must return the \$50,000 for the Renovations to Wolfville upon demand.
- (n) Complete construction of the Deck by December 31, 2023. Wolfville may, in its sole discretion, extend this deadline. Prior to commencing construction of the Deck, Devour! must submit the final design of the Deck to Wolfville's Director of Planning and Development and Director of Parks and Recreation for their approval. If construction of the Deck is not completed by December 31, 2023 (or such later date as agreed to by Wolfville), Wolfville will not be required to pay the \$50,000 for the costs of the Deck to Devour!. Upon completion of construction of the Deck, Devour! shall be responsible for all repairs and maintenance to the Deck.
- (o) Ensure that the building at 360 Main Street and the activities and operations of Devour! at the building are adequately and properly insured with such insurance in such amounts as is prudent, given the value of the building and the uses that will be made of the building.

- (p) Provide, within seven (7) days of a request being made, full and complete answers to all enquiries related to the Devour! Studios facility by Wolfville that do not pertain to commercially confidential third-party information generally described in Nova Scotia's *Freedom of Information and Protection of Privacy Act*.
- (q) Defend, indemnify and save harmless Wolfville, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Devour!, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Memorandum of Understanding. This indemnity shall be in addition to and not in lieu of any insurance to be provided by Devour! in accordance with this Memorandum of Understanding and shall survive this Memorandum of Understanding.
- (r) Comply with all applicable laws of the Province of Nova Scotia and the Dominion of Canada and all by-laws and policies of Wolfville and any other municipal jurisdiction in which Devour! operates its business.

2.2 Devour! shall not:

- (a) Represent that Devour! and Wolfville are partners or joint ventures.
- (b) Represent that Wolfville guarantees the completion of the Renovations or provides any control over or oversight of the activities of Devour!.

2.3 Any other services provided by Devour! to Wolfville shall be agreed upon by Wolfville and Devour! and may be at a cost to Wolfville.

2.4 If any of the following occurs, Devour! must return all funds it has received under this Memorandum of Understanding to Wolfville upon demand:

- (a) the Devour! Studios space is no longer open to the general public as required by paragraph 2.1(c) of this Agreement;
- (b) the Deck is no longer open to the general public as required by paragraph 2.1(d) of this Agreement;
- (c) the property at 360 Main Street, Wolfville, is sold or transferred to anyone other than Devour! before December 31, 2026.

- 5.2 This Memorandum of Understanding ensures to the benefit of and is binding upon the parties, their administrators, successors, and assigns.
- 5.3 This Memorandum of Understanding and any documents expressly contemplated by this Memorandum of Understanding constitute the entire agreement between the parties. No representations, warranties, covenants, or agreements, whether oral or written, between the parties with respect to the subject matter hereof are binding upon the parties subsequent to the date of execution of this Memorandum of Understanding.
- 5.4 The parties agree that this Memorandum of Understanding shall be interpreted in accordance with the laws of the Province of Nova Scotia and the Dominion of Canada. The parties agree that the courts of Nova Scotia do not constitute a forum non conveniens. (Definition: A court's discretionary power to decline to exercise its jurisdiction where another court may more conveniently hear a case).
- 5.5 The parties and the signatories to this Memorandum of Understanding confirm that each party has signed this Memorandum of Understanding by its proper signing authority and that the signatories have the authority to bind each party to the Memorandum of Understanding.
- 5.6 In the event of a dispute arising out of or relating to this Memorandum of Understanding, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation. The mediation shall be conducted under the then current mediation procedures of ADR Atlantic Institute or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures. Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

6.0 TERM

- 6.1 This Memorandum of Understanding will become effective and valid on the last day signed by an authorized representative of Wolfville or Devour.!

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Understanding to be properly executed on the dates hereinafter set forth

SIGNED, SEALED AND DELIVERED

Erin Beaudin, Chief Administrative Officer

Town of Wolfville

Date

Witness

Date

Roma Dingwell, Chair, Board of Directors

Slow Motion Food Film Fest Society

Date

Witness

Date

REQUEST FOR DECISION 035-2021

Title: Slow Motion Food Film Fest Society MOU

Date: 2021-06-09

Department: Parks and Recreation



B) Request for Decision 004-2021:

SUMMARY

Slow Motion Food Film Fest Society (Devour! The Food Film Fest) – One time Capital Grant Request.

Slow Motion Food Film Society (Devour! The Food Film Fest) is seeking financial support in the amount of \$100,000 to renovate and operate a facility in Wolfville. Details of this facility are outlined in the attached application.

This contribution represents 2.7% of the project’s expected capital cost (\$3,700,000). Current timeline provided for the project has construction/renovations to begin April 1st, 2021.

As per the Grants to Organization Policy, 710-003, staff is not making a recommendation regarding the grant request. Staff is providing a Draft motion (see below) and alternatives (see section 9):

DRAFT MOTION:

That Council refer the one-time capital request in the amount of \$100,000.00 to assist and support the establishment of The Devour! Studios as part of the 2021-22 budget process.

1) CAO COMMENTS

Staff has provided information to assist Council with this decision. As per policy, there is no recommendation coming from staff. It is important that Council consider not only the criteria scoring of this application, but also the current financial situation of the Town and our ability to provide the grant.

2) LEGISLATIVE AUTHORITY

- *Municipal Government Act 65A(1)(a)*
- *MGA 65(2), (3), & (5)*

3) STAFF RECOMMENDATION

No recommendation.

4) REFERENCES AND ATTACHMENTS

Please find attached application at the end of this RFD.

REQUEST FOR DECISION 035-2021

Title: Slow Motion Food Film Fest Society MOU
Date: 2021-06-09
Department: Parks and Recreation



5) DISCUSSION

This request supports ambitious plans to purchase, renovate and operate a unique culinary and cultural HUB within the Wolfville downtown core. Devour! Studios: A Centre for Culinary and Cultural Innovation. This is bold step forward for Devour! The Food Film Fest. And, timely after ten years of operations.

Located at 360 Main Street, Devour! Studios is conceptualized as multi-tenant, multipurpose permanent home for Devour. A space to host, entertain, educate, and promote. Promotions which are not only limited to that of the Town, but of the surrounding agri-food sectors and tourism more broadly.

There are several obstacles to navigate to ensure a clear path forward. The Executive Director provided the following timeline which outlines these more clearly and should help in understand scope of project:

New proposed timeline:

November 20- Invest Presentation and decision (\$990K) - Secured!

January 2021 John and Anne secure property, establish lease and sale covenant with SMFFF

February 2021- Short Term Property management contract established w/SMFFF

By March 31- Secure CCH funding and Heritage Canada commitments

March - project management finalization - Construction co, Architect designs and timelines

April 1- Renovations begin

June 1- Capital Campaign milestone \$700k

Phase 1 renos for Main Floor, Coolers and storage lockers by October 1

Phase 2 renos completed by December 31, 2021

Wrap Capital Campaign \$1M total by December 31, 2021

January 2022 - Commence full-time operations of space

Secure Debt Financing by end of March 2022

Transfer ownership to SMFFF by March 31, 2022

Staff facilitated a presentation to Council on January 12, 2021 to provide a first-hand overview of the project and the ask. It is the hope of staff that this presentation provided meaningful information to help inform decision making and ultimately direction moving forward in terms of the capital request.

It should also be mentioned that not only does the establishment of this project come with a direct financial ask by way of a capital grant request, Devour! The Food Film Fest has been a recipient of dollars through the Strategic Partnership Program in the past and could potentially be a partner in

REQUEST FOR DECISION 035-2021

Title: Slow Motion Food Film Fest Society MOU

Date: 2021-06-09

Department: Parks and Recreation



the future (current agreements end in 2021) and based on their presentation, is looking for 10 years of graduated taxation.

For the moment, Council should review this as a two part issue. First is the one time grant request and the other is a graduated tax accommodation. The second part cannot be answered at this time as Council has not enacted a Bill 177 framework for the Town. The new MPS included enabling provisions to allow Council to consider a graduated tax framework, however the required bylaw has not been established. It is an initiative that requires a process in the coming year involving staff resource and recommendations to PAC and ultimately to Council.

If Council refers this to budget process, it should be done with the knowledge that several details would need to be clarified by the applicant before any actual dollars could be forwarded to the Devour! organization. These would include ownership of the building and what if any of the renovation dollars involve the non-Devour portion of the building.

6) FINANCIAL IMPLICATIONS

Unless Council decides otherwise, the funding for all capital grants are drawn from Town reserves. It is possible to include grants under this program within the capacity of the annual tax levy; however, there are numerous other demands on property tax revenues for services provided directly by the Town.

*As noted in previous years, grants paid to outside organizations should be considered from a number of perspectives, and with regard to financial, Council should consider the current financial status of the Town and the anticipated financial requirements in the coming years. Any time grants are provided to an external organization, those dollars are no longer available for use on direct Town responsibilities. In addition, **grants issued in the past may have occurred when there were available dollars, which may not always be the case year in and year out.***

As discussed during the Council's early budget deliberations, there are significant pressures on Town funds in the upcoming years, including ongoing infrastructure needs, proposed new Library, Accessibility Plan goals, flood risk and climate change mitigation efforts. Although the Town currently has Operating Reserves on hand (savings), the draft 10 Year Capital Investment Plan could use all available funding. There is also a best practice benchmark level of reserves that any Town should ensure is set aside for material, unanticipated events within their borders.

REQUEST FOR DECISION 035-2021

Title: Slow Motion Food Film Fest Society MOU

Date: 2021-06-09

Department: Parks and Recreation



As per previous practice, it would be recommended that if interested in this request, that Council refer it to the 2021/22 budget process in order for Council to have the benefit of all other financial pressures that have to be considered in spending finite taxpayer dollars. If Council feels it is not prepared to support the request, it could be turned down which simplifies the budget process moving forward.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

This project would directly align with Council priorities in terms of improving quality of life through regional and cultural activities as well as by way of economic development (both directly and indirectly).

Devour! Studios could ensure long-term investment in the downtown core and encourage growth in the tourism and event sectors, as well as training and educational uses. Each of three pillars (Improving Quality of Life for All, Maximizing our Infrastructure Investments, and Leveraging our Economic Opportunities) of Councils Strategic Plan can be identified through a lens focusing on the work and forward thinking Devour! Studios offers.

Council Strategic Principles:

- 1. Affordability**
- 2. Transparency**
- 3. Community Capacity Building**
- 4. Discipline to Stay the Course**
- 5. United Front**
- 6. Environmental Sustainability**

8) COMMUNICATION REQUIREMENTS

The applicant will be notified of Council's decision.

9) ALTERNATIVES

To assist Council in its decision making, the following alternatives have been provided:

- 1. Council could provide a grant, with a lower or higher amount.*
- 2. Council could choose not to provide the grant.*
- 3. Council could choose to allocate grant funds over multiple years with the stipulation that a grant in any future years is contingent on a re-evaluation of available funding, i.e. no future amount would be guaranteed.*

10) Grant Application:

Name of Organization: **Slow Motion Food Film Fest Society (Devour The Food Film Fest)**

REQUEST FOR DECISION 035-2021

Title: Slow Motion Food Film Fest Society MOU

Date: 2021-06-09

Department: Parks and Recreation



Contact Person: **Michael Howell**

Mailing Address/PO Box: **40 Belcher Street**

City: **Kentville**

Email Address: michael@devourfest.com

Phone - Work: **902 679 0297**

Phone - Home: **902 542 7484**

Social Media Contact - Facebook: <https://www.facebook.com/devourfest>

Social Media Contact - Twitter: <https://twitter.com/devourfest>

Social Media Contact - Instagram: https://www.instagram.com/devour_fest/

Social Media Contact - Other:

Is your organization a registered charity?: **Yes**

If yes, what is your CRA Charitable Status Registration Number?: **82909 4135 RR0001**

Is your group a non-profit organization?: **Yes**

Is your organization registered with Joint Stocks?: **Yes**

Did you receive funding last year through the CPP?: **No**

If yes, did you submit a final report?: **No**

What percentage of this event/program takes place in Wolfville?: **100**

Please provide a detailed purpose and description of the request: **The Devour! Studios will be unique in Canada – an audacious vision of a world-class facility programmed and tenanted by leaders in the field, cultural partners, community groups and organizations. By purchasing, renovating and operating a facility with multiple revenue streams (to support sustainable operations) and creating equity for the Slow Motion Food Film Fest (SMFFF) the charitable aims of SMFFF can be supported, and in fact grow. The cohesive community-based nature of this project (like minded organizations under one roof) can be interpreted as building community resilience as well as fiscal stability. By celebrating the bounty of Nova Scotia in our agricultural heartland, bringing opportunity to celebrate Indigenous, Acadian and minority culture through programming and visual arts presentations, visitors and clients will better understand the farm-to-table movement, procure more**

REQUEST FOR DECISION 035-2021

Title: Slow Motion Food Film Fest Society MOU

Date: 2021-06-09

Department: Parks and Recreation



regional products and learn more about our history and culture. Devour! (SMFFF) will offer in-depth programming that defines the region and our gastronomic history with a focus on seafood, agri-foods from our rich soils, beverages created from the terroir and merroir as well as improving the skill sets of our labour force to make us more competitive on a global scale. SMFFF will grow the rural economy so we can celebrate and promote the culture of our region through music, art and community engagement. SMFFF will provide and manage a facility for social enterprises, not for profits and arts and culture activities to grow programs in support of communities like regional food banks, culinary education for youth and students, mentorship programs for supporting workplace development. The funds requested will be to making capital improvements to the facility that could conceivably include the Wolfville Tourist Bureau and a dedicated box office, info counter, improve wayfinding, act as a gateway to the Wolfville Waterfront and Harvest Moon Trail and improved accessibility for all.

How does the request align with Council's Strategic Plan?: The Devour Studios will contribute directly to improving the quality of life for all citizens of Wolfville by creating a cultural, placemaking and economic hub in the centre of Town. It will expand the capacity of the town to offer myriad new opportunities for leisure, culture and recreation and educational activities.

Improving the systems in the facility to be post-covid, broadcast ready, availing new technologies for attracting business (film and music industry) and cultural industries while maintaining the history of the facility; a former apple warehouse directly on the Wolfville waterfront.

By opening up programming and tenancing to all walks of life (social enterprise cafe, Taste of NS retail area, cultural events celebrating the history of the region and a much expanded presence of Devour! and Deep Roots Cooperative in the town, we offer something for all)

By improving the existing structure and creating a pleasing and modern approach to the new "centre of town" this creates a HUB around which and in the town can grow and take civic pride.

To advance Wolfville as a premier destination in Atlantic Canada for culinary, craft beverage, wine, agri-tourism and cultural tourism experiences.

To create a business ready environment for future expansion and attraction opportunities. This project clearly demonstrates complete alignment with Town priorities

To foster the success of our existing business community.

What is the target demographic that this request would serve?: all ages, all walks of life. Specific attraction to grow the visitor economy by attracting visitation from all regions, regionally, nationally and internationally

What would the tangible benefit(s) be to the community?: Economic development, additional physical resources to grow visitation and community resilience. CULTURAL HUB - A showpiece to build community pride (Think the Decoste Centre in Pictou). A facility that aligns art, culture agri-food opportunities under one roof), a home for arts organizations like Deep Roots and Devour, cultural organizations like VANSDA, The Landscape of Grand Pre, Glooscap First Nation, industry associations like WANS and potentially others that creates a visible place that visitors and residents alike can conceive as an anchor to our community. Centralizing box offices and potentially Visitor information services in the centre of town contributes to accessibility and mobility. A more visible potential home for the Magic Winery Bus, public washrooms, and facilities open to the public. The facility will create employment for up to six full time jobs and upwards of 50 parttime jobs.

Beautification of the facility will enhance community pride. As a place welcoming minorities, the

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Devour! Studios will advance diversity in our community – for example, working with VANSDA to create educational opportunities for black youth in our community helps build resilience and acceptance

Application Checklist upload: [5f9c513884eaa-Devour Draft Business Plan October 16.pdf](#)

Program/Event Description: [5f9c51388d4c7-Devour Studios Brochure.pdf](#)

*Total funding requested of the Town: **\$100,000***

*Total capital costs of project: **\$3,700,000***

*Total project cost: **\$6,200,000***

Certification: I certify that, to the best of my knowledge, the information provided in this application is accurate and complete and is endorsed by the organization which I represent.

Amanda Brown

Subject: FW: Property tax sale inquiry

From: Chrissy Mariah Hill

Sent: May 14, 2021 12:55 PM

To: Town Council <towncouncil@wolfville.ca>

Subject: Property tax sale inquiry

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 wondering if you have any info on property tax sales?

Upcoming dates , the process etc. Thank you

Chrissy hill

Amanda Brown

Subject: FW: boat wreck
Attachments: Wilsacks wreck.pdf

From: Elisabeth Kusters
Sent: May 19, 2021 11:07 AM
To: Marc Maillet
Cc: Jeremy Oakes <joakes@wolfville.ca>; Town Council <towncouncil@wolfville.ca>
Subject: boat wreck

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 mr Maillet and Wolfville Town Council

The Wolfville Harbour is an iconic place in our little town. While it's a registered harbour, there's no wharf or proper mooring site. In the summer, swimmers, kayakers and the occasional sailor venture in at high tide, usually accessing the water from the old Planter's Dyke on the east side of the harbour.

A few years ago, Steve Wilsack, who lives on 239 Main street in Wolfville, got obsessed with the harbour and built a wharf of sorts from (plastic) wreckage and driftwood along the east side of the harbour just below the high tide line. It was an eyesore. He also started marking the channel into the harbour with waste materials, much of it plastic and styrofoam. It took a few years, but the Provincial Department of Natural Resources (now the Department of Lands and Forestry) finally charged him with unlawful beach development and the mess was taken down.

But he left his boat.

This boat wreck has been sitting in the south east corner of the harbour for a few years now. The wreck is shedding plastic and other material into the environment and is an eyesore. The owner should be forced take it out at his own expense. I don't understand why it has to take years to get this done. The man's house is 200 m from the harbour. He can be found at <https://www.facebook.com/steve.wilsack> where he posts his e-mail address as wilsack@gmail.com

Sincerely

--

dr. Elisabeth Kusters

Wilsack's boat moored in the SE corner of the Wolfville Harbour- August 2015 (webcam)

© WWW.NOVASCOTIAWEBcams.COM - Wolfville Waterfront Park

Sun Aug 16 14:52:42 2015



Steve Wilsack on his boat in the Wolfville Harbour on Feb 3, 2018
(picture from his Facebook page <https://www.facebook.com/steve.wilsack>)



Wilsack's wreck, stashed above the high tide line, May 18 2021 (Wolfville Harbour webcam)

WWW.NOVAASCOTIAWEBcams.COM - Wolfville Harbour

Tue, May 18 18:43:28 2021



Wilsack's wreck, May 18, 2021



Wilsack's wreck, May 18, 2021



Wilsack's wreck, May 18, 2021



DYKELAND AND DYKEWALL PRESERVATION

The World Heritage Site area is 100 hectares in size, of which 80% per cent is dykeland and 20% per cent is dykewall. It is a unique and irreplaceable landscape of the Netherlands, the result of a long and complex process of land reclamation.

The dykeland and dykewall are the result of the increasing need of Friesland, the Netherlands, to protect its land from the sea. As a result of the increasing need of Friesland, the Netherlands, to protect its land from the sea, the Province of Friesland has been able to create a unique landscape of dykeland and dykewall.

The dykeland and dykewall are the result of the increasing need of Friesland, the Netherlands, to protect its land from the sea. As a result of the increasing need of Friesland, the Netherlands, to protect its land from the sea, the Province of Friesland has been able to create a unique landscape of dykeland and dykewall.

LA PRÉSERVATION DES MARAIS ET DES MURS

Le site du patrimoine mondial a une superficie de 100 hectares, dont 80 % sont des terres gagnées sur la mer et 20 % des digues. C'est un paysage unique et irremplaçable des Pays-Bas, le résultat d'un processus complexe et long de réclamation des terres.

Les digues sont fragiles. L'augmentation du niveau de la mer, les vents et les tempêtes peuvent causer des dommages aux digues. Le rapport entre les digues et les terres gagnées sur la mer est très complexe.



Look for the signs of summer in the narrow currents of the dykeland and dykewall. The signs of summer are the signs of the dykeland and dykewall.

Suivez les signes de l'été dans les courants étroits des terres gagnées sur la mer et des digues. Les signes de l'été sont les signes des terres gagnées sur la mer et des digues.

Amanda Brown

Subject: FW: Vigil for victims of hate crime

From: Ian Armstrong

Sent: June 9, 2021 7:21 PM

Cc: Mike Butler <mbutler@wolfville.ca>; Wendy Elliott <WElliott@wolfville.ca>; Town Council <towncouncil@wolfville.ca>

Subject: Vigil for victims of hate crime

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,

Sorry to contact so many people - we weren't sure who we ought best to reach out to.

As you are probably aware, last Sunday in London, Ontario, four members of a Muslim family were killed in a shocking hate crime. There is a vigil being held in Halifax this evening (the 9th) in support of and solidarity with the victims and their families and community.

We would like to organise a similar event in Wolfville, ideally on Sunday evening (the 13th) at 7pm. Given current restrictions, can you give us any guidance on how to proceed with booking a space in Wolfville for this?

For reference, here is the facebook event page of the Halifax vigil:

https://m.facebook.com/story.php?story_fbid=5563917680346544&id=102606796477687

Thank you very much for your help,
Ian Armstrong and Zanne Handley

Amanda Brown

Subject: FW: Elderkin Pond and Pond View Park

From: Jane Cayford
Sent: June 9, 2021 9:09 PM
To: Town Council <towncouncil@wolfville.ca>
Subject: Elderkin Pond and Pond View Park

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.

Orchard Park Condominium (KCCC#8)

June 9, 2021

Councilors
Wolfville Town Council

I write concerning the issues the owners of Orchard Park Condominium raised during last year's election campaign. At the time of these fall elections, several of you listened to our challenges, sympathized, and promised to look further into our issues concerning Elderkin Pond and Pond View Park.

As you know, the owners of Orchard Park and our neighbours on the other side of the pond share the cost of mowing the park. In recent times, there has been some talk among our owners of discontinuing this agreement. But clearly what we really want is that the town recognizes our contribution and does not ignore our concerns.

It took several years to have the park officially named Pond View Park. We have asked several times that a sign recognizing this be erected. A directional sign from Main Street might be an addition.

However, our biggest issue is the silt build up in the pond. Has there been any action on this?

The developers have taken a number of actions to alleviate the mud from the construction coming down the hill, into the storm sewer and filling in our pond. Although we understand that the developers have done all that has been asked under current environmental regulations, it appears the regulations do not solve the problem.

We ask that you respond to this missive outlining council's intentions concerning the continued existence of Pond View Park.

Sincerely

Jane Cayford
President, Orchard Park Condominium
Cc: Erma Stultz
Paul Clarke, President KCCC#6

Amanda Brown

Subject: FW: Traffic/Parking & Other Issues - Seaview Avenue
Attachments: 6 Seaview Sign.jpg

From: Karen MacWilliam
Sent: June 9, 2021 10:43 AM
To: Town Council <towncouncil@wolfville.ca>
Subject: Traffic/Parking & Other Issues - Seaview Avenue

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,

We hope that everyone is well.

With the loosening of restrictions, the traffic on Seaview Avenue (likely destined for the Church Brewing Co.) has increased significantly, and many drivers are turning around in driveways on Seaview Avenue. This was not occurring when the Church Brewing Co. was closed during lockdowns.

We have found it necessary to procure a sign asking drivers not to turn in our driveway, which was re-paved at significant expense last year.

We place the sign out on our property daily. This morning, a kind neighbour from Starr Avenue returned the sign, which had been stolen from our property and discarded on Starr Avenue, between Locust and Gaspereau, some distance from our property.

We have notified the RCMP of the theft and mischief, but want to reiterate:

- The reason we had to purchase a sign (at a cost of more than \$130) advising drivers not to turn in our driveway is a direct result of a lack of parking for the patrons of the Church Brewing Co. It should not be necessary for residents to purchase and place signs on private property if traffic and parking issues are being appropriately managed.
- As the summer weather arrives and restrictions are likely to loosen, the traffic, illegal parking, and turns in residents' driveways will increase.
- On weekends, we have counted 40-50 cars per hour driving up Seaview and then turning around, hunting for parking.
- Despite several years of ongoing action by Seaview Avenue residents, the situation has not been addressed by the Town of Wolfville.

While I am not attributing the theft of the sign to any individuals, the only reason the sign is on our property is because the Town of Wolfville has failed to address issues related to a business that does not have adequate parking for its patrons. We identified this as a potential problem long before the business even opened, however, our concerns remain unaddressed.

We also note that a “Beer Garden” has opened on the west side of 329 Main Street, which is intended for the consumption of alcohol only (i.e. no food) This use of the property was not identified as an intended use when the original development permit application was approved by the Town of Wolfville.

Could you please indicate how the Town intends to address the ongoing traffic, parking, and mischief issues and indicate what, if any, approvals were required for the use of the property as a beer garden.

Thank you,

Karen MacWilliam & Glenn Howe

**NO
TURNS
IN DRIVEWAY**

Amanda Brown

Subject: FW: 60 Day Public Engagement: Sustainable Development Goals Act and a new Climate Change Plan for Clean Growth
Attachments: Minister letter to municipalities on SDGA and CP.pdf

From: "Minister, Env" <Minister.Environment@novascotia.ca>

Date: June 8, 2021 at 1:00:02 PM ADT

To: "Minister, Env" <Minister.Environment@novascotia.ca>

Subject: 60 Day Public Engagement: Sustainable Development Goals Act and a new Climate Change Plan for Clean Growth

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 Municipality,

Please find attached, correspondence from the Honourable Keith Irving, Minister of Environment and Climate Change.

Please disseminate the information in the attached letter to both your Councils and to your residents.

Thank you,

Correspondence Coordinator
Department of Environment and Climate Change



**Environment and Climate Change
Office of the Minister**

PO Box 442, Halifax, Nova Scotia, Canada B3J 2P8 • Telephone 902-424-3736 • novascotia.ca

10700-40-57583

June 8, 2021

Dear Municipality:

I am pleased to announce that Environment and Climate Change has launched a 60-day public engagement on creating goals under the Sustainable Development Goals Act and a new Climate Change Plan for Clean Growth. The engagement runs from May 27 to July 26, 2021.

I would like to encourage you to consider sharing with your residents. We want to hear from as many Nova Scotians as possible. We're extremely interested in hearing their ideas, their visions, and are committed to having those voices help form the direction for government. Our team is making a concerted effort to reach out to as many people as possible through a variety of avenues. In particular, it's important to hear from communities that haven't always been included in past policy discussions, such as Black, Indigenous, and low-income communities.

We have partnered with the Clean Foundation to help coordinate the engagement process. There are a number of ways to engage, including public Zoom sessions, a do-it-yourself kit for groups and communities to facilitate their own discussions, as well as email, mail, and phone submissions. More details are available at www.CleanFuture.ca.

I would also like to encourage you to reach out to our team here at Environment and Climate Change. To that end, please feel free to contact Jason Hollett, our Associate Deputy Minister of Climate Change. He can be reached at jason.hollett@novascotia.ca.

Preparing our municipalities for the impacts of climate change while creating a cleaner and more inclusive economy is essential. We need all communities to be involved. I look forward to learning more about your ideas on how we can build a better Nova Scotia together.

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Irving'.

Keith Irving, MLA
Minister of Environment and Climate Change

Amanda Brown

Subject: FW: Sewage odor

From: Tracy Page
Sent: May 24, 2021 12:02 PM
To: Town Council <towncouncil@wolfville.ca>
Subject: Sewage odor

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,

I am writing to inform you of a problem we are experiencing in our area. For the last couple weeks, several times per day, our area is hit with an obnoxious, nauseating smell of sewage. It is definitely not from the surrounding farm land, we are very familiar with that natural smell in our area being so close to the dykes; it is the stench of human sewage. When this happens, we are forced indoors, must close all the windows, and even shut down our air exchange system. It takes hours for the smell to dissipate from inside the house if we are not quick enough to shut down the air exchange system; opening the windows is not an option either as the smell is coming from outdoors.

It is rather frustrating, as we cannot rely on being able to enjoy our own property. Beyond this inconvenience is also the impact of sleep disturbances from the odor as well. The other night while sleeping with the windows open, the stench woke us all from sleep at 3 a.m. We could not return to sleep due to the horrible sewage smell trapped in the house that had come in from outdoors. As the weather warms, we need to be able to have our windows open to keep cool at night, and as residents we look forward to being able to enjoy the use of our property.

I am not certain if these odours are a result of any upgrades or changes to the town sewage system; I am hoping someone at the Town can please look into this and let me know what is going on. I know I have lived here for several years and have never encountered this before but it seems in the last 2 weeks I have encountered this nearly every day. I am naturally worried about this problem for several obvious reasons (ability to use my property, health hazards, property value, uncertainty as to what is causing this and when it will stop). The stinky situation is becoming intolerable. I live at 110 Woodman Rd in Wolfville. I look forward to hearing from someone soon, and hopefully steps can be taken to eliminate the odor from the source. I thank you in advance for your time and attention toward investigating, communicating and resolving this matter.

Tracy Page

From: will.spinks@mrf.com
To: [Town Council](#)
Subject: MRF Geosystems Intro
Date: May 21, 2021 4:14:50 PM
Attachments: [image003.png](#)
[MRF Brochure.pdf](#)

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,

We work with communities across Canada with GIS and related solutions. I have attached a quick brochure that goes over a few of our solutions. If you have any questions or would like us to demo one of our solutions please let me know.

Talk soon,

William Spinks

Sales Manager
Crowd Security & MRF Geosystems Corporation
Suite 200, 625 14th Street N.W.
Calgary, Alberta T2N 2A1
Toll Free: 1 -877-216-5515 ext 108
Cell: 1-403-993-5899



MRF Geosystems Corporation is a proud FCM Corporate Partner since 2021.

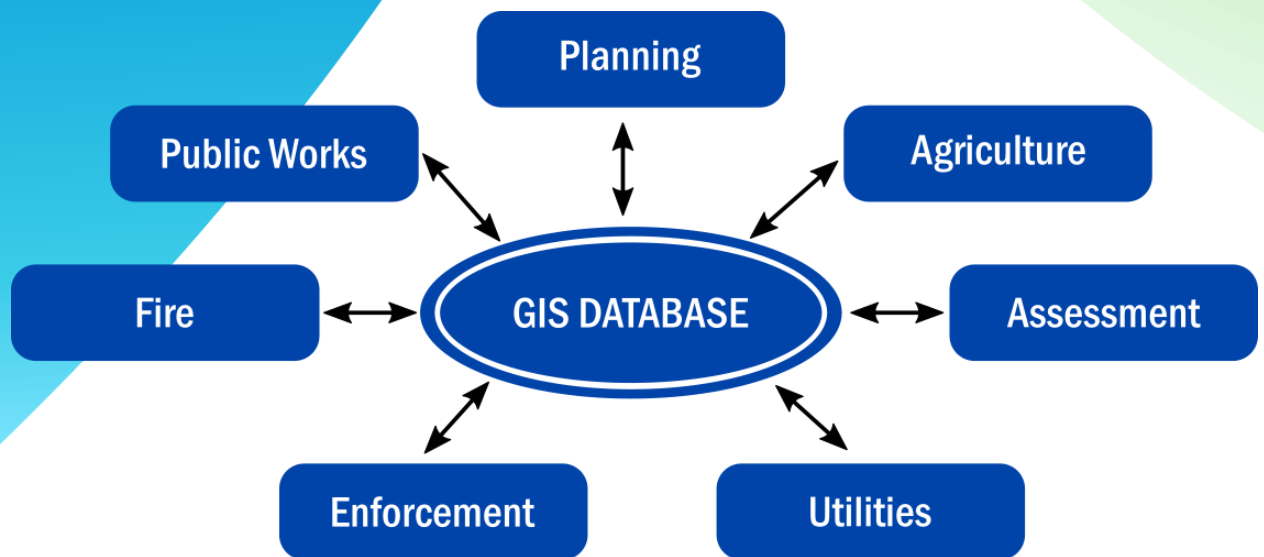


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